



General Terms and Conditions :

for the Telephony Service

PSTN & ISDN Lines

General provisions

This document sets out the General Terms and Conditions governing access to the telephony service, excluding terminal equipment. This service is provided in accordance with the statutory provisions on telecommunications, and in particular those relating to the universal telecommunications service which Belgacom has an obligation to provide(*), as well as the provisions of the voice telephony specifications to be complied with by all operators providing voice telephony services.

A distinction is made between the following.

- **The Contract**

The contract is concluded orally, unless otherwise specified in the General Terms and Conditions or in the Specific Terms and Conditions and in the absence of any request to the contrary by the Customer. Any written contract must be drawn up in duplicate and signed by the Customer or by his/her duly appointed representative.
- **General Terms and Conditions**

The General Terms and Conditions set out in full the rights and obligations of Belgacom and its Customers with regard to the provision of the telephony service.
- **Specific Terms and Conditions**

The Specific Terms and Conditions may depart from the General Terms and Conditions.

The Specific Terms and Conditions apply to the optional services offered by Belgacom.
- **Price list**

The price list, available on the Belgacom website (www.belgacom.be), mentions all the prices of the services provided by Belgacom. Updated copies may be obtained, on request, from a Belgacom local service.

The Contract, the General Terms and Conditions, the Technical Specifications for the Connection of One-Family Homes and Other Buildings, the Price List and any Specific Terms and Conditions constitute the full agreement concluded between the Customer and Belgacom. These documents can be obtained in all the Belgacom services accessible to the public or by telephoning Customer Services.

Subject to the approval of the Belgian Institute for Postal Services and Telecommunications (BIPT/IBPT), Belgacom reserves the right to alter the terms and conditions, if, on receipt of an application, it believes that it would be unreasonable to provide access to the telephony service under the conditions set out in these General Terms and Conditions and the Rates List.

(*) The Universal Service which Belgacom is under an obligation to provide includes the following:

1. Making a basic fixed-line public telephone network available that enables the provision, across the country and to any person requesting it, at their main place of residence, of the basic voice telephony service, communication by Group I, II and III fax machines and the use of a V.90 ITU standard modem device that can synchronize with another V.90 ITU modem device;
2. Free routing of emergency calls;
3. Free provision, 24 hours a day, seven days per week, of a service enabling Customers to report a line breakdown or problems in establishing a connection;

4. Provision of a directory enquiries service: this service will communicate, on request, either the telephone number or the name and address of the holder of a connection to the Belgacom telephone network or the network of another voice telephony operator with whom Belgacom has concluded an agreement to this end, unless the number is unlisted;

5° Provision of a minimum service if the telephone bill is unpaid, to the line referred to point 1 above, within the framework of use by one physical person for private domestic use;

6. Installation, maintenance and operation of public payphones;

7° Publication of the Guide in areas where such a directory is not published;

8. Provision of the basic voice telephony service at lower rates for certain types of Customer.

These General Terms and Conditions govern the services mentioned in Points 1-5 above.

Glossary

For the purposes of these General Terms and Conditions, the following definitions apply to the terms listed below.

- **Belgacom**
The autonomous public-sector company with limited-liability under public law, with its registered office at Bd. du Roi Albert II 27, B-1030 Brussels, VAT BE 0202 239 951 Brussels Register of Legal Entities.
- **Customer**
The natural or legal person or de facto association with whom Belgacom has concluded the Contract.
- **Consumer Any natural or legal person who uses the telephony service exclusively for non-professional purposes.**
- **Public telephone network**
The public telecommunications infrastructure operated by Belgacom for the provision of the telephony service, which terminates at the Termination Point.
- **Local service**
All of the agencies from which information about the telephone service can be obtained and to which the Customer can go in order to obtain access to the telephony service or to settle any matters relating to the Contract binding him/her to Belgacom.

The local service consists, among other things, of:

- a) The Customer Services Center to which all correspondence may be sent;
- b) Customer service via the telephone;
- c) The Belgacom points-of-sale, where customers will be seen by Belgacom staff.

- **Ordinary subscription**
The subscription to a permanent connection to the telephony service.
- **Temporary subscription**
The subscription to a non-permanent connection to the telephony service, i.e.,
 - a) To a permanent building for temporary events, such as congresses, exhibitions, sporting events, etc.;
 - b) To a structure that can easily be moved, e.g., a shed on a building site or any other construction installed for temporary or short-term purposes.

- **Listed number**
A telephone number that appears in the Guide and/or in the Belgacom database.
- **Unlisted number**
a number that is not in the Guide and which is not provided by Directory Enquiries.
- **Registered application**
An application received by Belgacom that includes all the information required for the purposes of establishing a connection.
- **Termination point**
The point at which an end user accesses the Belgacom public telephone network.
- **Fault-clearance**
Situation in which the Customer is unable to make or receive calls using his/her telephone line or in which calls on the line are of a poor quality and this has been reported by the Customer via the toll-free number given in the telephone directory and verbally confirmed by Belgacom.
- **Telephone directory (the Guide)/Directory Enquiries database (1307):**
A database containing data about telephony service customers, which is made available to the public in the Guide or through Directory Enquiries.

Procedure for concluding the contract

Applying for access

1. Any person wishing to obtain access to the public telephone network and to the telephony service provided by Belgacom must submit an application to the latter, preferably via the local service point.

2. Belgacom shall only reject this application on the following grounds:

a) the applicant refuses to provide proof of identity and of a fixed domicile or residence in the European Union based on official documents issued by a Belgian authority;

b) the applicant fails, on the one hand, to respect the obligations for which he/she is responsible in accordance with another contract linking him/her to Belgacom and which, on the other hand, are not the subject of any justified dispute. In the case of a complaint relating to billing, please refer to the section "Billing Disputes";

c) the applicant refuses to produce the proof of the existence of an unconditional bank guarantee when requested by Belgacom.

d) the applicant does not provide proof that he/she has the necessary power to subscribe to a subscription in the name of the company he/she claims to represent.

The Customer may lodge an appeal against this decision by following the procedure laid down in Article 75 and thereafter of these General Terms and Conditions.

Effective date and contract duration

3. Unless otherwise agreed, the contract is concluded and takes effect on the day that Belgacom accepts the application that it has registered. The Customer will to that end receive a confirmation document containing at least his/her name and address, the connection address, the telephone number of this connection and the services that form the object of the contract. Unless specified otherwise, a contract for a new connection is concluded for an initial term of one (1) year. On expiry, it will be automatically renewed for an indefinite term. The Customer may then terminate it at any moment providing he/she gives 1 month's notice according to the terms of article 72.

If the Contract is concluded with a professional client (non consumer), it will be automatically renewed for successive periods of the same duration as the initially concluded contract, except if the client terminates its contract at the end of the contractual period with a notice of minimum 1 month notified in accordance with the terms of article 72.

Amendments to the terms and conditions of the contract

4. Belgacom must notify the Customers, by all appropriate means, of any changes to the terms and conditions of the contract. In the event of changes to the General Terms and Conditions or to the Specific Terms and Conditions, the Customer will be notified at least one month before the changes come into effect. With regard to rate changes, notification will be provided at least one month prior to the implementation of any increase, and at least one day prior to any reduction.

5.a If the Customer does not accept a change to the General or Specific Terms and Conditions, he/she may terminate the contract without being liable for the termination penalty mentioned in article 72, provided that the Customer notifies Belgacom of such termination by the last day of the month that follows the entry into effect of the changes, if such changes are to the Customer's disadvantage. In case of an increase in rates, other than the indexation provided for in article 5.b, the Customer may terminate the contract without any penalty no later than the last day of the month following the receipt of the first bill after this price increase has come into effect. The notice of termination must be made by registered letter or in person at a Belgacom point-of-sale. In the event of the latter, the Customer shall be provided with an acknowledgement of receipt.

5.b Belgacom may review and adapt its prices once a year, during the month of January, according to the consumer price index. Given that this indexation falls under the scope of Article 108§2 of the Act of 13 June 2005 relating to electronic communications and is not a price increase, the Customer does not have the right to terminate the contract in accordance with Article 5.

Belgacom's services and obligations

Telephony service

6. Belgacom is required to employ the necessary means to ensure the proper functioning of the telephony service. Belgacom has sole discretion as to the technical means necessary to establish access to this service.

7. The Belgacom public telephone network is divided into zones that encompass several local networks.

Each local network is served by a telephone exchange.

The boundaries of the networks and zones are determined by Belgacom. If a change to these boundaries leads to an increase in the rates and charges, any Customers concerned must be informed thereof and may terminate the contract pursuant to Article 5.

8. Belgacom offers the Customer a standard connection, i.e., a connection to an exchange in the telephone zone which is considered to be the most appropriate for the Customer from a technical viewpoint.

9. A non-standard connection consists of a connection made, at the Customer's request, to a telephone exchange other than that determined by Belgacom but within the same telephone zone.

Belgacom will grant the Customer's request insofar as this is technically feasible.

Any contact relating to a non-standard connection must be concluded in writing.

10. The Customer will be able to establish communications at any time via his/her connection with all other connections to Belgacom's public telephone network, to all connections to other public telephone networks linked to Belgacom's public telephone network, to all connections to a public mobile telecommunications service offered to those interconnected to Belgacom's public telephone network and to all services accessible via Belgacom's public telephone network or any other service provider linked to it.

Where the equipment concerned makes it technically feasible, the Customer may prevent certain types of calls from his/her connection. The activation of this restriction is payable, with the exception of the restriction of calls to national premium rate numbers, including national premium rate numbers used for providing adult content and international premium rate numbers that are not operated in compliance with the international telephone numbering plan E164.

Belgacom offers carrier selection and carrier preselection features for individual calls, with the possibility of exceptions on a call-by-call basis.

Repair - maintenance

11. Belgacom's public telecommunications infrastructure, including the termination point, is Belgacom's property. Belgacom exercises all due diligence to ensure its protection, and Belgacom alone is authorized to carry out any maintenance and repair work.

Deadlines

12. §1. Unless otherwise agreed with the Customer, Belgacom will take the necessary steps to establish standard connections within five working days. If this timeframe cannot be met, Belgacom will inform the Customer of the reasons for the delay and of the new timeframe for meeting the request.

If Belgacom does not establish:

- a standard connection within five working days, or on the date agreed with the Customer,
- a connection for ISDN 2 lines, Belgacom Twin and Belgacom Duo Line on the date agreed with the Customer,

the Customer will be entitled to compensation equating to the basic subscription charge for two months plus any supplementary subscription for the Smart Services, unless the delay can be ascribed to the Customer, another operator or force majeure.

This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, automatic transfer lines (lines interconnected so that calls which arrive at the main line are automatically routed to another interconnected line which is free to take the call), access to the telephony service via 2 Mbps (R2) digital lines and access to ISDN 30.

The time taken to activate a connection is calculated from the day on which Belgacom accepts the application that it has registered.

§2. Similarly, Belgacom will make all due effort to clear any faults before the end of the working day following that on which the service disruption is reported.

The Customer will be entitled to compensation equal to the basic subscription charge for one month or if the Customer subscribes to a Belgacom bundle, to one month's subscription charge for this bundle, plus any supplementary subscription charge for the Smart Services, if Belgacom does not repair the service disruption before the end of the working day following that on which the disruption is reported or within the timeframe agreed with the Customer, unless the disruption can be ascribed to the Customer, another operator or force majeure. This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, access to the telephony service via 2 Mbps (R2) digital lines and access to ISDN 30 (PRA).

§3. If, due to force majeure, Belgacom is unable to establish a connection or clear a fault within the set period of time, it will notify the Customer of the timeframe within which the request will probably be met.

13. If the connection cannot be established within eight working days, the Customer will be provided with a temporary terminal until the connection has been achieved, except in the following cases:

- a) a later timeframe was agreed with the Customer;
- b) the delay can be ascribed to the Customer.

This terminal allows the Customer to make and receive voice telephone calls. The service thus provisionally provided to the Customer does not include any additional telephony services.

The definitive number for the telephony service will be allocated to the Customer before the temporary terminal is placed at his/her disposal. The Customer will not be charged if incoming calls have to be routed to the temporary terminal until the telephone connection has been established.

Access charges and the charge for subscription to the telephony service must be paid by the Customer on receipt of the temporary terminal. Calls made from the temporary terminal before the telephone connection is established are billed at the normal calling rates.

The Customer may not take the temporary terminal outside Belgium, must take every precaution to keep it in good condition and must return it to Belgacom once the telephone connection has been established. The Customer is liable for all damage, loss or destruction of this terminal throughout the time it is in his/her possession. If the temporary terminal cannot be returned within 30 days of the line being activated, the Customer will be billed the flat-rate penalty. Any calls made by the Customer on the temporary telephone after the telephone connection has been established will be billed at the user rates.

This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, access to the telephony service via 2 Mbps (R2) digital lines, access to Belgacom Duo Line, Belgacom Twin[®] and access to ISDN 30 (PRA).

Telephone number

14. Belgacom is required to allocate one number per line.

The procedure for allocating numbers is computerized. However, the Customer may, if he/she so wishes and depending on the technical possibilities, choose a number from the numbers available when making the application. He/She will be charged a flat fee and an additional subscription fee according to the prices set out in the price list.

15. The Customer keeps this number until the contract expires, unless Belgacom is required to change the number for service-related purposes. Where this is the case, the Customer will be notified of the change at least six months before it comes into effect.

If the Customer so chooses, he/she may ask Belgacom to change the telephone number. He/She will be billed for this change.

If the number changes - whether this is decided by Belgacom, requested by the Customer or due to relocation - Belgacom will communicate the new telephone number to callers dialing the old number for a period of three months, unless it receives a request to the contrary from the Customer or the number is unlisted.

This service is provided free of charge if the Customer agrees to the standard message proposed by Belgacom. For a charge, the Customer may have the standard message replaced by another.

If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

16. If technical conditions permit, the Customer may, for a charge, have the telephone numbers of incoming calls or names and numbers of callers displayed on the telephone, insofar as these are not blocked by the callers themselves. To be able to read these names or numbers, the Customer must have suitable terminal equipment. The name is displayed as entered in the directory, with the first name being given as an initial. The surname of the line-holder is displayed, unless it is not mentioned in the White Pages. Where the call originates from a connection to the network of another operator, display of the calling line number will only be possible if the operator permits the transmission of numbers to the Belgacom network. Where this not the case, however, it will be impossible to display the caller's name.

If the caller has an unlisted number, the communication of his/her name and number is automatically withheld, unless the caller (or the number holder) has authorized the disclosure of the number by programming it on his/her telephone.

The Customer may permanently withhold his/her name and number free of charge from the person he/she is calling or prevent his/her name and number being displayed on the telephone of the person he/she is calling by programming this function on his/her telephone. If the Customer has a telephone with a multiple frequency keypad, he/she may also prevent his/her number being displayed on a call-by-call basis at no cost.

The numbers of Customers calling the emergency services as defined by the Royal Decree of 2 February 2007 are automatically displayed to the latter even if the Customer has restricted the display of his/her telephone number.

A Customer whose line permanently prevents the display of his/her name and number may, at no cost, reverse this option on a permanent basis by carrying out a simple operation on the telephone. If the Customer has a telephone with a multiple frequency keypad, he/she may also permit his/her number to be displayed on a call-by-call basis at no cost.

In the case of call forwarding and call transfer by the person called, only the number or the name and number of the caller is displayed. The Customer may refuse anonymous calls by subscribing to the paid ACR service (Anonymous Call Rejection).

When the Customer places a call to a connection with the network of another operator, Belgacom transmits the number to this other operator if a reciprocity agreement has been concluded with that operator or if the Customer has agreed to have the number displayed. The Customer can obtain a list of the operators with which Belgacom has concluded reciprocity agreements on calling line identification presentation (CLIP) from the Belgacom local service point.

In the case of sending SMS from a fixed line, the number of the sender is always displayed.

Changes to and suspension of services

17. Belgacom may change the technical features of the service to satisfy the operating or organizational conditions of the public telephone network.

If the modification is unfavorable to the Customer, Belgacom shall inform its Customers as soon as possible through any suitable means. Except in the case of *force majeure*, Belgacom shall inform its Customers at least six months in advance of any changes necessitating the replacement or modification of certain types of terminal equipment. If a Customer does not accept this modification, he/she may terminate the contract in accordance with Article 5.

18. Belgacom may restrict or suspend the telephony service for the purposes of maintenance and development of the public telephone network.

Belgacom promises to limit the impact of the restriction or suspensions of the telephony service and to limit the duration to the strict minimum required to carry out these works; it shall inform the Customers concerned through any suitable means and on an individual basis if possible.

Guide and Directory Enquiries

19. The purpose of the Guide and Directory Enquiries (1307) are: to find a Customer's telephone number on the basis of the name and address that he/she has provided and/or on the basis of the phone number, find the Customer's name and address and/or on the basis of his/her professional activity, find the Customer's telephone number, name and address (only for self-employed persons and companies).

20. Listing in the Directory Enquiries (1307) database: the surname, first initial, connection address and telephone number, as communicated by your telecom operator, are listed free of charge. For companies and the self-employed, the professional activity can be also included.

21. Listing in the White Pages:

21.1. The Customer can be listed free of charge in the Guide, under the list of the municipality where the connection has been established. A Customer with several telephone lines within the same municipality shall be entitled to just one listing in which each of the numbers he/she has been allocated may be indicated no more than once, irrespective of the type of connection. Pursuant to Article 21.2, physical persons living with the holder of a line are entitled to one free listing in their own name, subject to the holder's agreement in writing.

21.2 The following details are published free of charge in the Guide: surname, first-name initial (or for companies: the official name), address of the connection and the telephone number as provided by your telecom operator. If the Customer so chooses, the first name may be given in full. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, it will be automatically included in the following publications of the Guide.

21.3. For an annual fee, the Customer may opt for additional listings, details, additional lines of text or for large font for the name. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, all these payable entries will be automatically included in the following publications of the Guide. A Customer's number can also be incorporated in the listing of another Customer, regardless of whether the number has already been listed in the Guide.

21.4. The Customer is responsible for the accuracy of the data that he/she communicates to Belgacom. To be legally admissible, any complaints must be submitted in writing no later than 60 days following the publication date of the Guide.

21.5. The Guide is published in accordance with the legislation in force.

22. All changes to a Customer's identification or connection details shall be introduced as rapidly as possible into the Guide's database and into the Directory Enquiries database.

23.1. Customers who do not wish their telephone number, name and address to be listed in the Guide or in the Directory Enquiries (1307) database, may refuse this free of charge. The Customer's telephone number automatically becomes an unlisted number. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these customers.

23.2. Customers who do not want their name and address details to be found on the basis of their phone number can have this blocked free of charge by going to the www.phoneinfo.be website. Customers who do not want their phone number, name and address details to be found on the basis of their professional activity can have this blocked free of charge by going to the www.phoneinfo.be website.

24. In accordance with the applicable regulations, Belgacom must provide the customer's phone number, name and address details to all telephone directory publishers and directory enquiry providers, unless the customer has an unlisted number or unless the customer notifies Belgacom via the www.phoneinfo.be website that he/she does not want to be included in these databases. The Customer can pay for Belgacom to make the details he/she wants listed in the Guide available to third parties, unless the Customer has an unlisted number or if he/she has blocked it on the www.phoneinfo.be website.

Protection of privacy

25. Belgacom registers Customer-related data in its databases such as identification data, data on the Customer's use of Belgacom products and services, Customer traffic data (e.g. numbers called, date and time of calls and internet communications, type of call), billing and payment data, and technical data. These data can be processed for the following purposes:

- provision and billing of the services requested by the Customer;
- interconnection with the electronic communication networks of other operators and their billing;
- Customer administration;
- dispute management;
- providing information about or promoting Belgacom group products and services, including by post, SMS or e-mail;

- establishment of user profiles for marketing purposes based on the Customer's use of the Belgacom group's products and services and sociodemographic data;
- the manufacturing and publication of the Guide as well as its distribution;
- combating fraud and infringements committed against Belgacom, its employees, Customers or suppliers;
- quality control of the services;
- market surveys;
- marketing of the telephone numbers and addresses published in the directories;
- conducting information or promotional campaigns for third-party products and services via bill inserts.
- the scheduling and organization of the telecommunications infrastructure.

The Customer data are stored for up to 10 years after the person in question has ceased to be a Belgacom Customer. Other storage times apply to certain types of data, such as traffic data, which are only kept for 12 months.

Customers who do not wish to receive marketing information on Belgacom Group's products and services may notify the local service point, via the toll-free number 0800 99 487 or online via e-Services.

Customer identification data and profiles may be shared with subsidiaries of the Belgacom Group for marketing or advertising campaigns for Belgacom Group's products and services. Customers who do want their data used for these purposes can inform Belgacom via the local service point or via the toll-free number 0800

Customers who do not wish to receive commercial information about a third party's products and services via a bill insert can notify their local service point.

Customers who do not want their telephone number and address as published in the directory to be marketed by Belgacom can notify the local service point. Unlisted numbers are not marketed.

Data relating to Customers who have terminated their contract with Belgacom can be used by the Belgacom Group to inform them of Belgacom Group's products and services, unless the Customer has otherwise informed the local service point.

Belgacom's databases are made available to the third parties that work on behalf of or for Belgacom and to the commercial agents and partners that sell products and services on Belgacom's behalf.

In any event, access by third parties is restricted to the data they need for the performance of their contractual obligations vis-à-vis Belgacom. The Customer data may be communicated to the competent authorities in cases provided for by the law.

Customers who do not want their telephone number and address as published in the Guide to be marketed by Belgacom can notify the local service point. .

The data which the customer has provided for inclusion in the Guide and in the Directory Enquiries database is communicated to the printers of the directories and the providers of the Directory Enquiries service.

Except for the above-mentioned cases, if data relating to Customers are sent to third parties by Belgacom, Customers will receive specific information about this by any suitable means. Furthermore, in the circumstances provided for by the law, the Customer will have the opportunity to oppose this decision.

The Customer has a right to inspect and rectify his/her personal data. To that end, the Customer can submit a request, duly signed and dated, together with a copy of his/her identity card, to Belgacom's legal department, 27 Boulevard du Roi Albert II, 1030 Brussels.

The Customer is aware of the fact that calls originating from or made to BELGACOM's Customer Services may be recorded in order to serve as proof in case of a contested commercial transaction. The Customer accepts this recording and gives his/her consent. Calls to or from Belgacom's Customer Services can also be recorded for the purpose of a quality control of the service.

26. Customers must inform Belgacom if they do not want their telephone numbers to be listed in the Guide and/or if they do not want Belgacom to communicate any information about them, except to the emergency services or where there is a statutory obligation. Unlisted numbers can be communicated to third parties working for Belgacom and to agents and commercial partners who sell products and services on Belgacom's behalf if this information is necessary for the performance of their contractual obligations vis-à-vis Belgacom.

Malicious calls

27. A Customer receiving malicious calls may ask Belgacom to identify the number from which the calls originated. If identification is technically feasible, Belgacom will ask the holder of the number to stop making such calls.

Should the Customer nevertheless continue to receive such calls, he/she may contact the Ombudsman's Service. At the request of the Ombudsman Service, Belgacom will provide details of the identity and address of the originator of the malicious calls, for communication to the Customer.

A brochure containing more information about this matter is available from Belgacom's local service points.

The Customer's obligations

28. The Customer has sole liability vis-à-vis Belgacom for the use of the connection.

To enable the emergency services to locate calls, the Customer must ensure that the physical address of the line from which the calls are made is the same as his/her actual address. Otherwise, Belgacom cannot be held responsible if the emergency services are sent to a wrong address, or for any ensuing direct and/or indirect damage.

29. Any person who asks for a connection, a change to a connection, a transfer of a number or porting of a number and who cancels the request before it is carried out, must compensate Belgacom for the costs already incurred.

These costs for access to the telephony service, a change or a transfer of a number or number portability, as the case may be, are limited to the amounts set out in the Price List.

30. All amounts due under this contract are billed to the Customer at the address specified by the Customer or to a third-party payer designated by the former. The designation of a third-party payer does not exempt the Customer from his/her obligation to pay should that third-party payer default. No rights to the connection accrue to the third-party payer.

31. If the Customer leaves or transfers his/her residence or company without canceling or transferring the contract, he/she shall continue to be liable for the payment of any amounts due to Belgacom and for the use made of the connection.

32. The Customer must inform Belgacom immediately and in writing of any changes to their identification details.

33. The Customer may not change the public telecommunications infrastructure, including the connection point. He/she must act with due diligence with respect to any Belgacom equipment located on the premises that he/she occupies, alone or jointly with others.

34. Only terminal equipment complying in full with the statutory provisions must be connected to the termination point. Any costs that Belgacom must incur as a result of a violation of this provision shall be at the Customer's expense.

35. In order to avoid network disruption, the Customer must comply with the technical specifications when connecting terminal equipment.

Belgacom may ask the Customer to reduce the number of terminals connected if it notes that the technical specifications have not been met. Any costs that Belgacom must incur as a result of a violation of this provision shall be at the Customer's expense.

36. The Customer must provide those persons who can show that they are Belgacom employees ease of access, at a suitable time, to the premises where the various elements of the connection up to the termination point are located.

37. The Customer must not disrupt traffic on the public telephone network.

38. In order not to disrupt the smooth functioning of the service, the Customer must adjust the number of lines to which the terminal equipment is connected to the volume of traffic. The Customer may be required to take the measures specified by Belgacom to this end.

The same obligations apply if the Customer performs any act likely to result in intensive use of the connections, even if only on an occasional basis.

Pricing structure

39. The rate structure includes the charges for access to the telephony service, the subscription fee and the communications costs.

Charges for access to the telephony service

40. §1. Establishing a standard connection to the public telephone network gives rise to the following costs:

a) A fixed call-out charge, where appropriate. If the simultaneous connection of several lines is requested for a single address by the same Customer, this charge is only levied once;

b) A fixed charge for installing a termination point. This charge also covers the drawing of cables through an existing duct or open trench that meets Belgacom technical specifications and is located between the edge of the nearest paved public highway – with the exception of motorways and roads for automotive vehicle traffic – and the building where the connection is to be established. If this connection is established within a dwelling which constitutes the principal residence of the applicant, this charge also covers the laying of a maximum of 100 meters of cable on public land other than a paved public highway;

c) A charge per meter for the cable laid inside a building, either against walls or in existing ducts, needed to establish a maximum of six connections.

§2. The following charges are billed to the Customer separately:

a) costs arising from the laying of cable on public land other than those cited in §1, b) above and the costs of crossing a highway to establish a connection on an unpaved surface or on an area not accessible to vehicles separating one or more highways;

b) file-handling costs arising from the use of property which is not part of the public highway for the purposes of establishing the connection;

c) the cost of work carried out at the request of the Customer.

If the Customer so chooses, Belgacom will draw up an estimate for the work to be carried out and this will be submitted to the Customer in advance for approval.

41. A fixed charge is payable for activation of the line. This covers the file-handling charges and the cost of any work on Belgacom premises, cabling work, work on overhead lines and existing related equipment and work carried out on a paved public highway, with the exception of motorways and roads for automotive vehicle use.

If the connection of several lines is requested simultaneously at a single address by the same Customer, this charge is reduced by half on all lines with the exception of the first.

42. For the purposes of Articles 40 and 41 of these General Terms and Conditions, the terms "paved highway", "motorway" and "roads for automotive vehicle use" are to be construed in accordance with the Royal Decree laying down the general framework for road traffic policy.

43. For the establishment of an exceptional connection and the subsequent activation of the line, Belgacom will, in response to the Customer's request, provide an estimate for the work to be undertaken, and submit this estimate to the Customer in advance for approval.

Subscription fee

44. A basic subscription fee is payable for the provision of a standard connection to the public telephone network.

45. The basic subscription fee covers the provision of the telephone service as well as maintenance work. It also covers fault clearance on the public telephone network, including the termination point, during normal working hours (working days from Monday to Friday, from 8:00 a.m. to 4:30 p.m.).

If the fault results from abnormal use of the connection, the costs of the fault-clearance work must be borne by the Customer. Depending on availability, the Customer may make an appointment for repair on working days from Monday to Friday between 4:30 p.m. and 6:30 p.m. or on Saturday between 8:30 a.m. and 4 p.m. A fixed charge is levied for this work.

46. Any additional services may entail the payment of additional subscription fees or other amounts established in accordance with the Price List.

47. The optional services are described in the relevant Specific Terms and Conditions.

A specific subscription fee or supplement to the basic subscription fee is charged for these services.

48. Subscription fees must be paid in advance every two months or every month, depending on whether the Customer reached an agreement with Belgacom on monthly billing, in accordance with Article 54 of these General Terms and Conditions.

49. The basic subscription fee becomes due on the day on which the line is activated. Any additional subscription fee is payable from the day on which the additional or optional services are made available to the Customer.

If Belgacom terminates the contract because of failure by the Customer to meet his/her obligations, the subscription fees for the billing period underway up to the contract's expiry shall remain due. If these fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the Customer must pay them in full.

50. In the event that a service disruption not attributable to the Customer lasts more than seven consecutive calendar days, the Customer shall be entitled to compensation amounting to pro rata reimbursement of the subscription fee for the duration of the disruption where he/she cannot lodge a claim under Article 12. The period of time taken into account in calculating the amount to be reimbursed shall start on the first day on which the disruption is notified and end on the day on which the service is restored.

In the event that a disruption in the provision of a complementary service lasts more than seven calendar days and is not attributable to the Customer, the latter shall be entitled to reimbursement of any additional subscription fee for this service for the period of the disruption, the minimum being the subscription fee for two months.

51. For a non-standard connection, a supplementary fee is billed to the Customer.

Communication charges

52. The cost of a call depends on the destination, duration, time and day on which the call is made. These elements are recorded by Belgacom's technical equipment, whose reports have probative force.

The duration of a communication is the time which elapses between the moment when the person called picks up the receiver or is reached and the point at which the caller replaces the receiver or the signal terminating the call is given.

Every call to a premium-rate number (0900, etc.)[®] is limited to thirty minutes.

A Customer with an ISDN or Belgacom Twin[®] connection is charged for all call attempts, i.e., calls to another ISDN or Belgacom Twin[®] connection or to a digital mobile telephone connection that are not completed because there is no response from the number called or the line is busy.

The prices and rates for other products or services are indicated separately.

When Belgacom offers a "cash collecting" service, this allows the Customer to pay for products/services distributed by third parties through his/her Belgacom invoice, in particular premium-rate numbers such as 0900, etc. As the third party is the vendor, the purchasing contract is concluded directly between the Customer and the third party. Belgacom's role is limited to payment facilitation. Belgacom does not assume any responsibility with regard to the correct implementation of the purchase contract itself. In case of a complaint, the Customer must contact the third-party vendor directly. The amount relating to this purchase, VAT included, will be included separately on the Belgacom invoice in the form of wording which is not equivalent to an invoice in a fiscal sense. A Customer who would like an invoice for this purchase must request this from the third-party vendor beforehand.

Billing

Bills

53. In addition to the requisite statutory references, bills include the following information:

- The subscription fee;
- Unless otherwise agreed between the Customer and Belgacom, the total cost of international calls;
- The total charge for domestic calls;
- The total charge for calls to mobile services;
- The total charge for calls to so-called "zonal rate" (long-distance rate) numbers (078 15);
- The periods corresponding to the billed fees and calls;
- The due date for payment, notwithstanding the provisions of Article 60 of these General Terms and Conditions.
- Toll-free calls, including those to emergency services, are not indicated on the bill.

The prices and rates for other products or services are indicated separately.

For a charge, the Customer may ask to receive a bill containing the following information, in addition to that mentioned above:

either itemization of all communications amounting to more than EUR 0.50;

or the itemization of all calls.

This itemized bill is sent to the billing address specified by the Customer. Where this is the case, the Customer must inform any co-users of the telephone line of the fact that the bill for the calls is itemized. The Customer can consult the details of his/her last bill and of calls yet to be billed in the Bill Viewer service, which is free of charge.

If the Customer disputes a bill, he can obtain an itemized bill on request, free of charge.

54. Unless agreed otherwise, the bill will be sent to the Customer every two months.

In the event of proven or suspected fraud or serious doubts about the solvency of the Customer, Belgacom may decide to bill the Customer on a monthly or weekly basis.

Only one copy of the bill is drawn up and sent to the Customer or the third-party payer designated by the Customer, in accordance with the billing schedule (billing intervals) set by Belgacom.

55. For a charge, the Customer may ask to receive an interim bill.

Belgacom may send an interim bill or request for an advance on the next bill if the total amount to be charged exceeds the average amount billed for all the Customer's connections, calculated over four full billing periods of two months or one month as the case may be, by at least EUR 125 excluding VAT. If the connections have been operational for less than four two-month billing periods or four full billing months, an interim bill or request for an advance on the next bill may be sent if the total amount to be billed exceeds EUR 125 excluding VAT.

56. Belgacom reserves the right to demand an advance payment or a bank guarantee, both at the time of the activation request and during the implementation of the contract, in the following cases:

- in case of proven or suspected fraud or serious doubt regarding the Customer's solvency;
- the customer makes abnormal use of his connection, i.e. in a way that deviates from his normal usage (e.g. an abnormally high number of units used) or that deviates from the usage that another customer would have made in a similar situation;
- doubts concerning the Customer's identity;
- a place of residence, permanent residence or billing address abroad.

Without prejudice to article 67 §1, if the Customer fails to submit proof of the existence of this advance payment or this guarantee within three working days of

Belgacom's demand, the latter reserves the right to suspend or partly or fully terminate the provision of the telephony service to the Customer.

In his/her relationship with BELGACOM, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

Disputed bills

57. The Customer shall indicate the section concerned and the amount contested in any complaint he/she files.

The obligation to pay the contested sum is held in abeyance, regardless of whether the complaint was filed with Belgacom or with the Telecommunications Ombudsman's Service. The uncontested amount must be paid by the normal due date.

If Belgacom rejects a complaint, the contested amount must be paid immediately. Belgacom will indicate the due date for the contested amount in the letter notifying its decision.

In accordance with article 52 above, any complaint relating to the billing of a product or service sold by a third party must be addressed directly to this third-party vendor.

58. Belgacom will immediately take into consideration all complaints about bills that are submitted to it.

If it transpires that the Customer has wrongfully contested the last two consecutive bills, or three of the last six bills, Belgacom reserves the right to claim payment in full of the new contested bill.

Moreover, if the new complaint proves to be unfounded, the Customer may be billed for the costs of the investigation.

59. To be admissible, any complaint about amounts billed must be lodged with Belgacom within 30 days of the billing date, without prejudice to any other means of recourse.

Terms and conditions of payment

60. The amounts billed by Belgacom are payable within the timeframe mentioned on the bill.

Payment must be made by bank transfer, to the account number specified by Belgacom, with an indication of the appropriate reference details.

61. Belgacom will inform the Customer of the amount to be paid if the Customer claims not to have received his/her bill. A copy of the bill will be provided to the Customer on request. Repeated requests by the Customer for duplicate bills and requests for copies of bills predating the last three bills may result in the Customer being charged a fixed administrative charge per copy.

62. In case of non-payment, Belgacom shall send a reminder by any suitable means (post, e-mail or SMS, etc.) to the defaulting Customer or to the third-party payer designated by the Customer.

Reminders incur fixed administrative fees.

The expiry of the due date for payment indicated in the reminder shall serve as official notice to the Customer. Interest on arrears calculated at the legal interest rate are due per day of late payment on the total uncontested amount of the bill in case of non-payment of the bill by the due date.

If Belgacom entrusts the recovery of the debt to a third party, the Customer will be billed an amount established in the Price List. By the same token, if the Customer, a person using his/her connection exclusively for non-professional purposes, has a debt claim against Belgacom, the Customer shall be entitled to the same amount should Belgacom remain in default of reimbursement following the Customer's request for reimbursement.

Belgacom's liability

63. § 1. Without prejudice to the provisions below, Belgacom shall have sole liability, vis-à-vis its Customers, for any errors committed in providing the telephony service.

§2. Belgacom shall be liable for any delay in establishing connections and clearing faults, under the terms and conditions and subject to the limitations laid down in Article 12 of the General Terms and Conditions.

§3. Belgacom shall be liable for any act, error or negligence on its part resulting in the death or bodily injury of the Customer. The provisions of paragraphs 7 and 8 shall not apply.

§4. Belgacom shall not be liable for any damages resulting from the Customer's failure to comply with his/her obligations.

(5) Belgacom shall not be liable for the content of calls or messages. Belgacom is likewise not liable for services provided by third parties and accessible via its network nor for bills issued for such services.

§6. Belgacom shall not be liable for any delay or shortcomings in the provision of its services if these are the result of factors or circumstances that are beyond its control, unforeseen or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions by civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving its own employees), flooding, prolonged frost, fires or storms.

§7. Without prejudice to the provisions of the preceding paragraphs, Belgacom shall only be liable in the event of criminal deception or serious misconduct on its part or on the part of one of its employees. In the event of the latter, Belgacom's liability shall be limited to damage incurred by the Customer that was foreseeable, direct, personal and certain, and not include indirect or intangible damage, such as additional expense, loss of income, loss of profits, loss of Customers, loss of or damage to data and loss of business.

§8. Where Belgacom is liable, its liability vis-à-vis the Customer shall be limited to EUR 650 000.

Transfer of the Contract/Taking over of a telephone number

64.§1. The Customer may only transfer the contract to a person domiciled or residing at the same address. The transferor and the transferee must both agree to the transfer and this must be confirmed to Belgacom in a document bearing both their signatures.

§2. If a line holder is prevented, by a court ruling, from obtaining access to and/or residence at the address where the connection is located, he/she must grant Belgacom the right, at the request of the person who legally occupies that location, to automatically transfer the contract to that person.

§3. The transfer is free of charge and includes the ceding to the transferee of all rights and obligations deriving from the contract.

65. In the event of the death of the Customer, the contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.

66. If a Customer wishes to take over the connection and telephone number of another Customer, excluding those cases referred to in Articles 64 and 65, he/she must first fill in, sign and return a special form to Belgacom. The Customer taking over the telephone number will be billed at the prices specified in the Price List. However, the number will only be reallocated by Belgacom once all the debts relating to that number are paid in full.

Suspension and termination

Suspension and termination by Belgacom

67. §1. If a Customer, i.e. a consumer, does not fulfill his/her contractual obligations, Belgacom has the right to suspend all or part of the services offered by Belgacom in accordance with the present contract or another contract held by the Customer, which is the subject of the same bill, and may limit the provision of the telephony service to that of a minimum service. This will enable the Customer to receive calls, with the exception of collect calls, and to place calls to emergency services numbers (100, 101 and 112). It will prevent any other outgoing calls.

Belgacom will restrict the telephony service to the minimum if no payment is forthcoming from the Customer within three working days of the dispatch of an interim bill, not requested by the Customer, or the request for an advance payment on the next bill by Belgacom under Article 56 of these General Terms and Conditions.

§2. If a Customer, i.e. a non-consumer, does not fulfill his/her contractual obligations, Belgacom has the right to suspend all or part of the services offered by Belgacom in accordance with the present contract or another contract held by the Customer and may limit the provision of the telephony service to that of a minimum service, after sending a reminder that has not been paid within a limit of 14 calendar days as from the date stated on the reminder. Belgacom may suspend the telephony service in full if no payment is forthcoming from the Customer within three working days of the dispatch of an interim bill, not requested by the Customer being, or the request for an advance payment on the next bill by Belgacom under Article 56 of these General Terms and Conditions.

§3. If the Customer fails to comply with his/her obligations under Articles 35, 36 or 38 of these General Terms and Conditions, Belgacom may suspend the service in full after having informed the Customer via all suitable means and not having received any response within ten working days of the official notice being sent. The service may be suspended in full with immediate effect if the Customer disrupts traffic on the public telephone network.

If Belgacom notes that terminal equipment no longer complies with the statutory provisions, functions incorrectly causing faults, affects the integrity of the public telephone network or places people in danger, it may ask the Customer to disconnect it from the termination point. If the Customer cannot be contacted immediately or if he/she does not immediately accede to the request, Belgacom may suspend the telephony service in full with immediate effect until the terminal equipment is in fact disconnected.

Belgacom agrees to inform the Customer by any suitable means of this suspension as soon as possible and at the very latest the following working day. Full suspension prevents the Customer from receiving or making any calls.

In case of an exceptional surge in the Customer's usage, Belgacom may suspend all or part of the mobile telephony service after having notified or attempted to notify the customer in advance.

§4. The official letter of notice must always indicate why the service has been restricted to the minimum or fully suspended.

Restriction or full suspension of the telephony service will come to an end when the Customer complies with his/her obligations. Restoring the normal service shall incur fixed administrative fees.

68. The Customer will continue to be liable for payment of the basic subscription charge and any additional charges throughout the duration of the minimum service or full suspension of the telephony service.

69. §1 . If the Customer referred to in Article 67 §1 does not rectify the situation within sixty days following application of the minimum service, Belgacom may terminate the contract ipso jure, subject to a minimum notice of thirty calendar days being served by any suitable means.

In this case, Belgacom reserves the right to bill for a breach of contract equivalent to the subscription fees due until the end of the contract. During this ninety calendar day period of minimum service, Belgacom will offer the Customer a debt-clearance plan. If the Customer agrees and respect the debt-clearance plan, the ninety calendar day period shall be extended for the duration of the debt-clearance plan. In case of disagreement, the Customer may contact the telecommunications ombudsman service.

The obligation to provide a minimum service does not apply in the case of a new Customer who has not responded within the deadline stated in the reminder for the first invoice, or who systematically pays his/her bills late, i.e. when the Customer has already benefited from the minimum service during a 12-month period.

§2. If the Customer referred to in Article 67 §2 does not rectify the situation within 14 calendar days following total suspension, Belgacom may terminate the Contract ipso jure, subject to a minimum notice of ten calendar days being served by any suitable means.

In either case, the Customer will be liable for payment of the penalty for breach of contract imposed under Article 72.

§3. If Belgacom terminates the contract without due cause within the first year, the Customer referred to in Article 67, §1 shall be entitled to compensation for damage that can be shown to have been sustained up to an amount equal to the penalty for breach of contract provided for in Article 72.

70. For a period of three months, Belgacom will inform all those calling the Customer's number that the contract has been terminated, unless otherwise requested by the Customer. This service is provided free of charge if the Customer agrees to the standard message proposed by Belgacom. For a charge, the Customer may have the standard message replaced by another.

If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

71. The contract shall be rescinded ipso jure and without formal notice if the Customer discontinues business, he/she is declared bankrupt or goes into liquidation.

Notwithstanding this cancellation, Belgacom may conclude a new contract, covering all or some of the telephone numbers previously allocated to the Customer, where this is expressly requested by the trustee in bankruptcy or liquidator for the purposes of concluding the bankruptcy or liquidation proceedings. The trustee or liquidator must express his/her intention to take up this option within eight days of the contract being cancelled.

The new contract shall be provisional in nature, non-transferable and concluded *intuitu personae* with the trustee in bankruptcy or liquidator. The conclusion of the contract may be subject to the inclusion of an appropriate provision. Claims incurred by Belgacom in implementing this contract shall be claims against the debtor's estate.

For the rest, these General Terms and Conditions shall apply in full to the contract.

Termination by the Customer, transfer and portability of the number

72. §1. The Customer may terminate the contract before it expires at the end of the first year or before the new one for Customers who are not consumers, for any reason whatsoever, against payment of a termination indemnity equivalent to the remaining monthly standard subscription charges until the expiry date of the first contractual year or before the new one for Customers who are not consumers. This indemnity is not subject to VAT.

On expiry of the first year or at the end of the new expiry date, the Customer may terminate the contract at any time, subject to one month's notice being served or to the payment of an equivalent indemnity.

The Customer must send in his/her notice by registered post. In addition, the Customer may terminate any additional service at any time by serving one month's notice in accordance with the same provisions.

§2. If the Customer terminates the contract without asking for his/her number to be ported to another operator, Belgacom will, for three months, inform those calling the Customer's number that the contract has been terminated. This service is provided free of charge if the Customer agrees to the standard message proposed by Belgacom. For a charge, the Customer may have the standard message replaced by another. If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

73. A Customer who relocates may, for a charge, ask for his/her number to be transferred provided he/she remains within the same telephone zone and is connected to a digital exchange. Belgacom will make every endeavor to ensure the transfer of the number. It may, however, for technical reasons prove impossible to transfer certain features or value-added services linked to the number.

74. A Customer who wants to transfer his/her number to another operator must apply to the latter. The operator will take the necessary steps vis-à-vis Belgacom on the Customer's behalf.

Belgacom will, however, refuse number portability if:

- the Customer asks to have his/her number ported to another telephone area;
- the operator to which the Customer wants to port his/her number does not comply with the statutory procedures for number portability.

Porting of a number shall result in termination of the contract for this number and the termination of all additional or optional services linked to this number.

If the Customer only wants to transfer part of his/her numbers, he/she shall be charged for any reconfiguration costs thereby incurred.

Belgacom will make every endeavor to ensure the porting of the number. This may, however, prove impossible for technical reasons.

Conciliation procedure and dispute settlement

Complaints submitted to Belgacom

75. In the event of difficulties relating to the implementation of the contract, the Customer should contact the Belgacom's local service point.

76. 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.

Complaint submitted to the Telecommunications Ombudsman Service

77. The Customer may contact the Telecommunications Ombudsman's Service (1, Place des Barricades, 1000 Brussels, on phone: 02/223 06 06 fax: 02/219.77.88, plaintes@mediateurtelecom.be, www.mediateurtelecom.be), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.

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.

The Customer has the choice between contacting the French-language or Dutch-language Ombudsman.

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

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

The Telecommunications Ombudsman's Service is under no obligation to handle claims relating to incidents that took place more than one year before a complaint is submitted.

The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

Legal proceedings are always possible in accordance with Art. 80. of these General Terms and Conditions.

78. The statutory tasks of the Ombudsman's Service are as follows:

- a) to examine Customer complaints about Belgacom's activities;
- b) to mediate to assist with the amicable settlement of disputes between Belgacom and its Customers;

c) to make recommendations to Belgacom if no amicable settlement can be found. A copy of the recommendation is sent to the plaintiff. Belgacom then has twenty working days to justify its decision should it decide not to comply with this recommendation;

d) for each Customer who claims to be the victim of the malicious use of an electronic communication network or service, to examine the request for the identity and address details of the network or service users who have harassed this Customer, insofar as such details are available. The Ombudsman's Service will grant such requests subject to the following conditions being met:

the facts would seem to be founded;

the request refers to exact dates and times.

79. In investigating a complaint brought before it, the Ombudsman's Service can examine, in situ, Belgacom's books, correspondence, minutes and, in general, all documents and entries relating

directly to the complaint. The Ombudsman's Service can ask for explanations and information from Belgacom directors and staff and can carry out any checks necessary for its investigation.

The Ombudsman's Service will treat this information as confidential where its disclosure may be harmful for the company in general.

Competent courts

80. The Brussels lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.

Applicable law

81. The provisions of the contract shall be governed by Belgian Law.