

# **General Terms and Conditions for Belgacom e-Services**

Date : 14/04/2003

## **Article 1: Object**

- 1.1 These general terms and conditions (hereinafter the "General Terms and Conditions") shall apply to the Belgacom e-Services, a service providing customers with electronic access to their business transactional data.
- 1.2 Provision of the e-Services shall be governed by these General Terms and Conditions and the duly completed form requesting access to the Belgacom e-Services (hereinafter the "Subscription Form") available on the Belgacom website.
- 1.3 The Belgacom e-Services shall enable the Customer User (hereinafter "Customer", "You" and "Your") to consult the transactional data online such :
- order data;
  - billing data;
  - network repair & maintenance data
- 1.4 For billing data accessible via Bill Viewer the service shall be distinct from the official paper or electronic ("Elise") versions of the bill - hereinafter referred to as the "Official Bill" - sent to each Belgacom customer.

## **Article 2: Security Rules to access e-Services**

### **2.1 Your Password**

Your Belgacom password and Your personal login are Your private entry keys into Your e-account. You will treat them as confidential. You should never share them with anyone, even within Your organization. You should change Your password periodically. You can change Your password any time You like after logging in to the "My Personal Page" page by clicking on the Change Password link.

- 2.2. You will immediately report any loss or theft of You login and/or password to Belgacom:
- electronically:  
E-mail: [car.channel@belgacom.be](mailto:car.channel@belgacom.be)
  - by fax: + 32 2 240.36.30

### **2.3 Single Signon**

You will use Your personal login and password to be authenticated by the Belgacom internet security system. Once You have been successfully authenticated, You get access to all the e-Services You have subscribed to. On the "My Personal Page" page, You select the e-service You want to use.

### **2.4 Logging Off**

You will close any e-service at the end of each data consultation session. You will log off from the "My Personal Page" page when You have finished accessing the Belgacom e-Services. This prevents someone else from accessing Your e-account if You leave Your computer and Your session has not "timed out".

### **25 Security Risk of Using Non-Approved Automated Software Applications**

For security reasons and to guard the safety of Your data, access to the Belgacom e-Services website is limited to SSL-capable browsers. Under no circumstances should You use any other software, program, application, or any other device to access or log-in to the Belgacom Web site, or to automate the process of obtaining, downloading, transferring, or transmitting any content to or from Belgacom's computer systems or Web sites.

## **Article 3: Term**

By submitting the Subscription Form, a contract to get access to the Belgacom e-Services is automatically concluded between You and Belgacom.

This contract is governed by these General Terms & Conditions (see article 1.2).

Unless otherwise specified, the contract shall enter into effect on the day on which the login and password is sent to You by Belgacom.

The e-Services contract shall be concluded for an indefinite period of time.

## **Article 4: Restrictions on use**

Access to the Belgacom e-Services and use of the data obtained therewith shall be strictly limited to the user identified as such in the Subscription Form. By submitting the Subscription Form, You confirm You are authorized by Your company to subscribe to the Belgacom e-Services and that You are allowed to get access to the business transactional data of Your company. Belgacom reserves the right to revoke any access, if necessary without notice, in case malicious activity is detected by the Belgacom security systems. This might include the revocation of user e-accounts or blocking of network addresses.

## **Article 5: Liability**

- 5.1 You will be responsible for the use made of data that You obtain using Your login and

password.

- 5.2. Except in cases of willful negligence and/or mandatory legal provisions to the contrary, Belgacom shall not be liable for:
- (i) the availability of the e-Services, the accuracy and consistency of data obtained using the e-Services with the data contained in any Official Document (such as the Bill) sent to You before or during the use of the e-services;
  - (ii) the time elapsed between the moment a call is made and the moment that business transactional data become accessible via the e-Services;
  - (iii) any indirect damage, consequential damage or financial loss sustained by You.
- 5.3. Data obtained using the e-Services shall have no legal force nor shall they reflect or replace in any way whatsoever the Customer's Official Documents (such as Bill). With Bill Viewer, You will be provided with access to Your billing data via the e-Services solely for the purposes of cost and budget management and analysis.
- 5.4. Belgacom shall make every endeavor to ensure that the e-Services function properly and have sole responsibility for determining the technical means to be used for providing access to the e-Services.

#### **Article 6: Intellectual property rights**

- 6.1 Intellectual property rights pertaining to Customer data shall remain the property of Belgacom at all times. The provision of the e-Services by Belgacom shall not, under any circumstances whatsoever, imply a transfer of the intellectual property rights pertaining to that data.
- 6.2 Data obtained using the e-Services shall serve solely for internal use by the Customer's company and may not be published or divulged to any third party in any way whatsoever.

#### **Article 7: Confidentiality and protection of privacy**

- 7.1. Applicable to e-Services related to billing data: Bill Viewer. In accordance with Article 105(i)(5) of the Law of 21 March 1991 (as amended by the Law of 19 December 1997 and the Royal Decree of 21 December 1999) on the reform of certain public-sector business undertakings, the data made accessible via these e-Services shall not include outgoing calls to toll-free numbers or to emergency services. In the event of any

change in legislation, Belgacom reserves the right to exclude from data accessible via these e-Services any outgoing calls to numbers that are expressly excluded by law from the Official Bill without prior notification to the customer.

- 7.2. Belgacom hereby reminds customers using the e-Services for professional purposes that the Law of 8 December 1992 concerning the processing of personal data and the protection of privacy (as amended by the Law of 11 December 1998) shall apply to the use of the e-Services. Inter alia, this Law imposes an obligation, at the time data is recorded, to inform the persons concerned of the purposes for which the data will be used.

#### **Article 8: Loss and theft**

- 8.1 You will have sole liability for the loss or theft of Your login and/or password.
- 8.2 You will notify Belgacom immediately in the event of the loss or theft of Your login and/or password as specified in article 2.2. Once notified, Belgacom will deactivate the e-services linked to Your login and in due time provide You with a new password.

#### **Article 9: Termination**

The e-Services access contract may be terminated by either party at any time, subject to 15 days's notice being served in writing.

#### **Article 10: Access to Company Data for Allied Companies**

You may have access via the e-Services to the business transactional data of allied companies in the following cases. For the purposes of this Contract, the Company, which You are an employee of, shall be deemed to have "de jure control" over a legal person where, directly or through a legal person which it controls, it: - holds more than half of the voting rights attaching to the total shares, capital or partnership rights of this legal person; or, - has the right to appoint or dismiss the majority of the directors or managers of this legal person; or, - has power of control, pursuant to the articles of association of the legal person concerned or agreements concluded with the latter; or,

- has more than half of the voting rights attaching to the total shares, capital or partnership rights of the legal person concerned pursuant to agreements concluded with other partners of the latter.

For the purposes of this Contract, the Company, which You are an employee of, shall have "de facto control" over a legal person if, in the last two annual general meetings of the legal person concerned, the Customer has exercised, directly or through a legal person which it controls, voting rights representing more than half of the votes attaching to the securities represented at these meetings.

The Company, which You are an employee of, shall guarantee to Belgacom that it has obtained the authorization of the allied companies to consult their business transactional data. In the event that an allied company claims damages and interest from Belgacom for the communication of its business transactional data, the Company shall, on request by Belgacom, act

in the proceedings to ensure that Belgacom is held harmless.

#### **Article 11: Changes to the General Terms and Conditions**

Belgacom reserves the right to change these General Terms and Conditions as well as the rates. Belgacom shall inform the Customers concerned of any such changes, by any means it believes to be appropriate – including online communication on the e-Services website - at least 15 (fifteen) working days before entry into effect of these new terms and conditions. If, when such changes are made to the General Terms and Conditions, You object to the new provisions, You may terminate the contract, in accordance with Article 9.