



# general conditions

These general conditions comprise a number of sections. The terms used in these general conditions are defined in section A. Section B is specifically applicable to mobile telephony applications. Section E sets out the rules applying when the Customer opts for a package combining two or more KPNGB services. Section F explains the general rules applying to all services and types of subscription arrangements.

In the event of a conflict between (i) the provisions relating to a specific service or any Special Conditions and (ii) the conditions set forth in section F, the provisions relating to the specific service or the Special Conditions in question shall prevail over the general conditions contained in section F. Special Conditions shall at all times prevail over the provisions relating to a specific service.

KPN Group Belgium nv provides its services *inter alia* under the trading name “BASE”.

## A. Definitions

In these general conditions, the following terms shall have the meanings appended to them :

**ADSL/Internet Services:** the Internet Services and additional Services provided by KPNGB.

**Agreement:** the contractual relationship between the Customer and KPN Group Belgium nv / KPN Belgium nv in connection with purchase of the Products and/or use of the Services. The Agreement comprises the General Conditions and any or all of the Subscription Application, the selected Tariff Plan and any Special Conditions and technical specifications.

**Consumer(s):** any natural person that is a Customer and that utilises Services or purchases Products exclusively for non-business purposes.

**Content:** the information that is made available to the Customer via the Internet (public networks), Intranet (corporate networks) or other applications, regardless of the identity of the Content Provider.

**Content Provider:** natural or legal persons responsible for the design, management and distribution of Content.

**Customer:** the natural or legal person, entity without legal personality or (*de facto*) association that utilises the Services and/or purchases a Product.

**Data Agreement:** the agreement that the Customer signs in order to be able to utilise Data Services.

**Data Services:** Mobile Services that are offered to the Customer by KPNGB or by a Content Provider and that enable the Customer to gain access via a mobile telephone to the internet (public network), an intranet (corporate networks) or other applications (BlackBerry, WAP, MMS, Text Messaging) via the Network.

**Distributors:** the entire Sales Points and independent distributors authorised by KPNGB.

**General Conditions:** these General Conditions, the wording of which may be obtained from KPNGB and the Distributors, and can be consulted on [www.kpngroup.be](http://www.kpngroup.be).

**KPN Group Belgium nv:** 105 Neerveldstraat, 1200 Brussels, register of legal persons 0462.925.669.

**KPNGB:** KPN Group Belgium nv.

**Mobile Services:** the mobile telephony service and the additional services that KPNGB provides.

**Network:** the mobile telephony network of KPNGB and/or the ADSL and telephony network that is used by KPNGB for providing Services.

**Pack:** a specific combination of two or more Services offered to the Customer in the framework of a single Subscription.

**Prepaid Call Credit:** the prepaid call credit that gives the Customer access to certain Mobile Services using his SIM Card to the value of that prepaid amount and for which no invoice is issued.

**Product(s):** the collective name for one or more products that the Customer purchases from or is provided with by KPNGB.

**Sales Point:** a shop that distributes Services and/or Products from KPNGB and that is operated by a company in the KPN group.

**Services:** the entire Services (Mobile and/or ADSL/Internet and/or Telephony) that the Customer has signed up for.

**SIM Card:** the chip card that is provided by KPNGB to a Customer and that requires to be inserted into the Customer's mobile phone to be able to utilise the mobile telephony Network.

**Special Conditions:** it is possible that, for certain Services, Special Conditions apply that deviate from the General Conditions. In such cases, those Special Conditions will be provided to the Customer prior to signature of the Agreement and will form part of the Agreement. The wording of the Special Conditions is, as is the case for the General Conditions, also obtainable from KPNGB and Distributors, and may be consulted on the relevant product website which you can find through [www.kpngroup.be](http://www.kpngroup.be).

**Subscription:** the Agreement under which the Customer uses one or more Services for a defined or undefined period. The package under which a flat-rate monthly call credit is charged for by means of an invoice is also deemed a Subscription.

**Subscription Application:** the application form completed and signed by the Customer under which the Customer requests provision of the Services by way of a Subscription.

**Tariff Plan:** the tariff plan opted for by the Customer from the list of tariffs upon contracting the Agreement or thereafter. The various Tariff Plans for the different Services may be consulted at Distributors and at KPNGB's Customer Services department.

**Telephony Services:** the fixed telephony service and additional services provided by KPNGB.

**Text Message:** short text messages of up to 160 characters that the Customer can send and receive using his mobile telephone.

## B. Mobile telephony

### B.1. Connection and activation procedures

The Customer can gain access to the Mobile Services by either taking out a Subscription or by purchasing Prepaid Call Credit.

#### B.1.1. Subscription

Customers opting to gain access to the Mobile Services by taking out a Subscription must submit a Subscription Application in accordance with clause F.1 of these General Conditions.

#### B.1.2. Prepaid Call Credit

B.1.2.1. Prepaid Call Credit gives the Customer direct access to a number of Mobile Services up to the amount of the call credit. The available Mobile Services and the applicable rates vary depending on the type of Prepaid Call Credit chosen. Further information in this regard is available from KPNGB, the Distributors and on the relevant product website which you can find through [www.kpngroup.be](http://www.kpngroup.be). Prepaid Call Credit is a product available exclusively to Consumers, under exclusion of business users, for which no invoice is therefore issued.

B.1.2.2. The Customer can make calls with the telephone number allotted to him until such time as the Prepaid Call Credit is completely used up or has been definitively forfeited in accordance with clause B.2.2 of the General Conditions. Provided that KPNGB has not withdrawn the number under clause B.2.2 of the General Conditions, the Customer can continue to receive calls in Belgium.

B.1.2.3. The Customer is at no time entitled to a refund of unused Prepaid Call Credit, even in the event that clause B.2.2 of the General Conditions should apply, except in the case of migration to a Subscription. In this latter case, up to EUR 30 of call credit actually purchased by the Customer may be transferred (i.e. no call credit received free of charge under a promotion).

B.1.2.4. Customers utilising Prepaid Call Credit but not registering with KPNGB accept that their identity is thus unknown to KPNGB and that KPNGB is therefore unable to provide such Customers with any information, including mandatory information, other than in an extremely concise manner by way of a Text Message.

#### B.1.3. Activation

Activation of a Customer is effected either by a Distributor or by the Customer himself. In the latter case, and depending on the package chosen, either the first call made with the SIM Card will automatically contact KPNGB, which activates the Customer, or the Customer must send a Text Message with his pin code to the number notified to him for that purpose after submitting his Subscription Application, and, after receiving that code he is activated in accordance with the applicable procedure.

### B.2. KPNGB's contract performance

#### B.2.1. Roaming and international calls

Depending on the options, the type of Subscription, any deposit or down-payment, the type of Prepaid Call Credit, or the period during which a Customer has already been a Customer, KPNGB offers the Customer the possibility of making calls from, or receiving calls in, countries other than Belgium ("roaming"), or making calls from

Belgium to a number of foreign networks (international calls). The list of such countries and the prices charged for such roaming Services and international calls are available via the KPNGB helpdesk and on the relevant product website which you can find through [www.kpngroup.be](http://www.kpngroup.be). Roaming and international rates are continually revised in terms of the relevant contracts between KPNGB and its partners. As a result, these rates may change whilst the Customer is abroad.

Depending on the country where the Customer happens to be, the SIM Card will or will not automatically select a network of one of KPNGB's partners. However, the Customer is always free to manually select another network of his choice, on condition that KPNGB has contracted a roaming agreement in that country with the operator of that other network.

Should the Customer wish to benefit from special rates offered by one of KPNGB's roaming partners, he must select the correct network immediately upon his arrival in that country.

Network coverage and the availability of the Service in foreign countries is entirely dependent on the foreign operator whose network is used, and, as a result, KPNGB can in no way be held responsible in the event of any interruption or unsatisfactory quality of Services abroad.

#### B.2.2. Call number

KPNGB undertakes to activate the SIM Card as quickly as possible. No later than activation, one call number per connection is allotted to the Customer. The Customer may not demand a particular number (except where the Customer transfers his number to KPNGB from another mobile telephony operator, in which case he may keep the number originally allotted by that other operator), nor may he subsequently demand that it be changed. At the end of the Agreement, the Customer finally loses his number unless he asks to keep his number in accordance with the procedure applying to number portability within KPNGB. In any event, KPNGB is at all times entitled to change the Customer's number for compelling service reasons on condition that the Customer is notified thereof at least two (2) months beforehand. In no event will KPNGB be liable to pay compensation to the Customer in this respect.

In the case of Prepaid Call Credit, and unless otherwise agreed in Special Conditions, the Customer agrees that:

- the Prepaid Call Credit only remains valid for a period of twelve (12) months following the purchase of said call credit;
- KPNGB has the right to withdraw at any moment the call number (meaning that it will be finally forfeited for the Customer) if the Customer has not purchased any call credit within a period of twelve (12) months following the acquisition of the SIM Card or the last purchase of Prepaid Call Credit for that SIM Card.

Any change made by KPNGB to its applicable conditions (including, but not restricted to a change in the applicable domestic rates) shall in no event affect the Customer's rights with respect to call credit purchased prior to the change. Prepaid Call Credit purchased before the revised conditions come into effect continues to be subject to the previous terms applying until the next top-up made after the changed conditions come into effect. The Customer is deemed to have accepted the changed conditions purely and simply by purchasing new Prepaid Call Credit.

### B.3. Rights, obligations and liability of the Customer

#### B.3.1. SIM Card - PIN code

B.3.1.1. To prevent misuse, the Customer shall immediately upon receiving his SIM Card change the standard PIN code into a personal secret PIN code. The Customer is responsible for keeping this code strictly confidential and shall therefore ensure that he does not select a code that is too simple (such as 1111, 2222 or 1234).

B.3.1.2. KPNGB is and remains the sole proprietor of the SIM Card provided to the Customer. The Customer may not dispose of, lend, damage or destroy the SIM Card. If the Customer wishes to allow third parties to use the SIM Card, he shall first give notice of the details of all users on the appropriate form and enclose the form with his Subscription Application. The Customer shall in any event be solely liable to KPNGB for performance of his obligations under the Agreement. Within seven (7) days after the end of the Agreement, the Customer shall return the SIM Card to KPNGB or one of the Sales Points. The Customer must make responsible, reasonable use of the SIM

Card. Any attempt to copy the technical identification data on the SIM Card and any fraudulent use of the SIM Card is prohibited and shall result in withdrawal of the call number linked to the SIM Card, without prejudice to other measures that KPNGB might take against the Customer.

B.3.1.3. In the case of loss or theft of or damage to the SIM Card, the Customer continues to be liable for use of and payment for the call and other costs until such time as the Customer has requested KPNGB by telephone to suspend the Mobile Services. Upon making this request, the Customer must be able to identify himself as the rightful holder of the SIM Card. This request must be confirmed by the Customer in writing within eight (8) days of the telephone notification. If requested by KPNGB, the Customer must disclose the reference number under which the loss or theft has been reported to the police. During the period of suspension, any Subscription charges shall continue to be due. The validity period of Prepaid Call Credit whose validity is limited in time is not suspended and therefore lapses on the initially scheduled date.

At the Customer's request and upon payment of the costs thereof, KPNGB will provide the Customer with a new SIM Card. KPNGB shall within five (5) working days make all reasonable efforts to lift suspension of the Customer's Subscription once he is in possession of a new SIM Card or if his mislaid SIM Card is recovered, with retention of any remaining call credit. If, for any reason, it is not possible for KPNGB to lift suspension of the Customer's Subscription within the period of five (5) working days, the Customer will not be billed any *pro rata temporis* Subscription charge for the succeeding period.

#### B.3.2. Mobile telephone

B.3.2.1. The Customer shall only use the Mobile Services via a telephone that meets Belgian and European standards and is suited for the Network and services that the Customer wishes to utilise. The Customer can find relevant tips in this regard on the website [www.kpngroup.be](http://www.kpngroup.be), which offers useful information, by way of guidance only. Even if the Customer's telephone is suited to the Network, KPNGB does not guarantee that all the telephone's functions can be used. The Customer shall adhere strictly to the instructions for use of his mobile telephone. The Customer shall himself be responsible for replacing his mobile telephone if, for technical reasons inherent in the appliance (for instance because it is too old), he is unable to gain access to the Network or it is unsuitable for using certain Data Services. Both before and after activation of the Mobile Services, KPNGB may require the Customer to present his mobile telephone for verification. Use of any other appliance, including the use of SIM boxes or GSM gateways, is prohibited unless KPNGB gives its express, written permission and the IMEI number of the relevant appliance or the relevant SIM box is registered by KPNGB. The Customer agrees that calls from or to forbidden appliances may be automatically jammed without advance warning and that such use entitles KPNGB to immediately suspend and/or terminate the Mobile Services without any advance warning.

B.3.2.2. KPNGB points out that, despite the excellent quality of the Network, it is not possible for it to guarantee perfect coverage over all of Belgium in all circumstances.

B.3.2.3. The Customer acknowledges that he is aware of the risks associated with the use of mobile telephones (especially when driving a vehicle, when filling vehicles with fuel and in the vicinity of flammable materials and/or explosives), and of the disturbance that use can cause to medical apparatus and in aircraft.

B.3.2.4 The Customer is advised to notify KPNGB immediately of loss or theft of his mobile telephone so that KPNGB can remotely deny that mobile telephone access to the Network and to the networks of operators that are members of the EIR (Equipment Identity Register). The Customer remains responsible for its use and for payment for the communications costs and other costs until he has requested suspension of the Mobile Services by telephone. To be able to do so, the Customer must be able to identify himself as the owner of the mobile telephone and he must send KPNGB written confirmation of the loss or theft within eight (8) days of reporting the loss or theft by telephone. If requested by KPNGB, the Customer must disclose the reference number under which the loss or theft has been reported to the police.

#### B.3.3. Sending text or voice messages

B.3.3.1. The Customer is prohibited from sending text messages or voice messages via the Network to groups of more than twenty (20), whether or not they are pre-identified users of a mobile telephone.

B.3.3.2. Unless the recipient has given his express consent, the Customer is prohibited

from sending third parties text messages or voice messages containing any commercial content via the Network.

#### **B.4. Data Services**

Unless otherwise provided to the contrary, registration for or use of a Data Service is only possible if the Customer has signed up for a Mobile Service (subscription or Prepaid Call Credit).

Any use of and/or registration for Data Services automatically means that the Customer accepts the General Conditions and the Special Conditions applicable to the relevant Data Service.

Data Services are subject to special rates, which vary *inter alia* depending on the number of kilobytes that the Customer downloads using his mobile telephone. The rates for each Data Service can be obtained from the Distributors and from KPNGB's customer service department.

KPNGB advises the Customer that KPNGB is in no way involved in the contractual relationship arising between the Customer and the Content Provider. If the Customer wishes to use such Content and to that end enters into an agreement with the Content Provider, then he does so at his own risk and KPNGB cannot in any event be held liable for the content of that Content that is provided by the Content Provider or for the terms of consulting same.

Except where KPNGB proposes Content under its own name, the Customer accepts that KPNGB has nothing whatsoever to do with the Content to which the Customer has access via the Network and cannot therefore in any event be held liable for that Content or for information consulted on third party websites, or for e-mails and/or Text Messages that are sent or received in the context of services in relation to Content. Nor can KPNGB be held liable for any infringement of applicable laws or regulations by a Content Provider (e.g. with respect to intellectual property rights).

Furthermore, certain Content may only be consulted in accordance with the duration, price, age conditions and all other applicable conditions that may be laid down by the relevant Content Provider. If the Customer subscribes to consulting Content for which a fee is charged and that is offered by a Content Provider, the Customer shall be liable for an additional fee for consulting that Content in terms of the conditions laid down by the relevant Provider. Acceptance by the Customer of the Content Provider's conditions for consulting the site also entails the Customer's acceptance of the subscription price. The Customer undertakes that he shall not send any data to groups of recipients in an automated fashion.

#### **B.5. Use of Mobile Services for specific purposes**

Unless KPNGB gives its express, written consent, the Customer is in all circumstances prohibited from in any way selling, giving away, sub-leasing or in any other way marketing the SIM Cards and/or Mobile Services allotted to him, whether in whole or in part (for instance with the help of a SIM box). Any breach of this prohibition shall be regarded as an irreparable breach within the meaning of clause F.10.3.1.2, and shall carry the consequences associated therewith.

### **C. Not applicable**

### **D. Not applicable**

### **E. Packs**

#### **E.1. Available Packs**

KPNGB offers Packs to its Customers. Packs are specific combinations of several Services. This list of the various available Packs, with detailed information on their content, possible options and rates, is available from KPNGB and the Distributors and can be consulted on the relevant product website which you can find through [www.kpngroup.be](http://www.kpngroup.be).

#### **E.2. Subscription**

The Customer may enjoy the benefit of a Pack by signing up for a Subscription in accordance with clause F.1 of these General Conditions.

#### **E.3. Applicable conditions**

For Packs, special Tariff Plans have been developed. Apart from these rates, the

specific conditions for each of the Services forming part of a Pack continue to apply to the relevant Service.

#### **E.4. Suspension of the Services forming part of a Pack**

Where KPNGB is entitled in terms of clause F.10.2.1 to suspend a Service forming part of a Pack, KPNGB may at the same moment suspend all Services forming part of one and the same Pack.

#### **E.5. Termination of a Service forming part of a Pack**

If KPNGB or the Customer decides to terminate a Service forming part of a Pack, all Services forming part of the Pack are automatically terminated at the same time.

### **F. General**

#### **F.1. Subscription**

F.1.1. A Customer wishing access to the Services must:

- a. either submit his original Subscription Application to KPNGB or a Distributor.
- b. or post his original Subscription Application to KPNGB with a photocopy of the information set out under sub-clause F.1.2 within three working days after activation of the Subscription.

F.1.2. KPNGB reserves the right to regard a Subscription Application as invalid if it is not accompanied by the following documents:

a. for natural persons:

- the original of a valid Belgian identity card or passport or, as the case may be, the original identity card for foreigners issued in Belgium (with a remaining validity at least equal to the Subscription period);
- proof of a fixed dwelling or place of residence in Belgium if such is not evident from the aforementioned documents;

b. for legal persons:

- the notice published in the Belgian official gazette containing the articles of association and any amendments thereto, proof of identity of the natural person that represents the legal person and proof of his power of representation;
- c. for entities without legal personality and (*de facto*) associations:
- a certified true photocopy of the deed of constitution and any amendments to the constitution, proof of identity of the natural person that represents the entity or association and proof of his power of representation;

d. for attorneys in fact:

- proof of his identity and power of attorney;
- as the case may be, the documents referred to under sub-clauses F.1.2(a), F.1.2(b) or F.1.2(c).

F.1.3. KPNGB may require each Customer to produce additional documentation in support of the Customer's credit rating.

F.1.4. KPNGB may refuse to process a Subscription Application or a request for activation of an additional Service if, *inter alia*, (i) the Customer fails to fulfil his obligations resulting from another agreement with KPNGB, or (ii) access to the Service cannot be effected under satisfactory technical conditions, or (iii) if the Customer is included in the records mentioned in clause F.5.1.

F.1.5. KPNGB may, prior to accepting the Subscription Application and/or during the term of the Agreement, request payment of a guarantee or down-payment from the Customer. A guarantee may be requested if the credit check prior to acceptance of the Agreement and objective details provided by the Customer indicate that the Customer cannot afford any intensive call pattern. The maximum amount that KPNGB may ask for as a guarantee is 186 euros per mobile telephone connection, 150 euros per fixed telephone connection and 150 euro per ADSL/Internet connection. A paid guarantee is refunded to Customers that comply with their contractual obligations as from the third month following the date of payment of the guarantee to KPNGB, by means of set-off between the amount of guarantee to be refunded and the invoices payment of which is owed by the Customer. During performance of the Agreement, KPNGB may ask for a down-payment if it appears that the Customer uses one or more Services in such a manner as might result in high billing. The maximum amount that KPNGB can ask for as a down-payment is the amount that remains outstanding at the time the down-payment is requested. Enquiries as to what this amount is can be made

via the KPNGB helpdesk. A down-payment that has been made is always set off against the next invoices issued to the Customer and does not bear interest. The Customer may obtain further information from the KPNGB helpdesk on cases when a guarantee or down-payment may be requested.

## **F.2. Best-efforts obligation**

Regarding provision of the Services, KPNGB is only under a best-efforts obligation. KPNGB will deploy all reasonable resources to ensure smooth access to and the security, reliability and proper functioning of the Services with as few interruptions as possible. KPNGB itself determines the most technically appropriate means of providing the Services but is under no obligation whatsoever to extend the Network or increase the network capacity. KPNGB does not guarantee continual, uninterrupted use of the Services or certainty that all data sent and received by means of suitable equipment can be delivered uninterruptedly, in the correct form and within a certain time span. If use is made of the internet or similar networks, interference and/or the unavailability of connections with the public internet and/or other telecommunications networks may hinder use of some Services.

## **F.3. Liability of KPNGB**

F.3.1. KPNGB undertakes to deploy all reasonable resources to prevent any disruption to the Customer and, in the event disruption should occur, to take all reasonable measures to limit the loss sustained by the Customer. The Customer understands and accepts that KPNGB cannot be held liable for loss that the Customer suffers as a result of (partially) external factors and/or acts by the Customer himself, including but not limited to:

- a) interruptions or quality defects in the Services due to external factors (such as: interruptions or quality defects in networks and installations of third parties that are used by KPNGB; interruptions or quality defects resulting from obstacles that hinder wireless communication; measures imposed by Belgian or European authorities);
- b) lack of use attributable to maintenance, improvement and/or expansion works to the Network, the terminal or other KPNGB installations;
- c) incorrect or erroneous use of the Services by the Customer;
- d) malfunctioning of the (mobile) telephone, computer, modem, accessories or in general the equipment of the Customer. In the event of a malfunction or configuration problems in connection with his equipment, the Customer must exclusively seek assistance from the seller or manufacturer of the equipment and not KPNGB;
- e) use by the Customer of a (mobile) telephone, computer or modem (i) contrary to the manual or the Agreement, or (ii) that is not approved under applicable standards, or (iii) without taking the necessary measures against viruses, third-party infiltration, etc.;
- f) intervention by third parties notwithstanding the security measures of KPNGB;
- g) use or misuse of the Customer's PIN code or password (i) further to voluntary or involuntary disclosure of that code or password to a third party, (ii) if the Customer has failed immediately to change the standard PIN code to a personal PIN code, or (iii) if the Customer changed the standard PIN code to a simple personal PIN code (e.g. 1234, 5555, etc.).

F.3.2. In no event can KPNGB be held liable for indirect or consequential damages sustained by the Customer as a result of the Agreement, such as, but not limited to, loss of profit or turnover, business interruption, loss of or damage to data, etc.

F.3.3. KPNGB cannot in any event be held liable for:

- a. the content of conversations conducted in the context of the Services;
- b. transactions entered into by the Customer and a third party and the services provided by third parties or accessible via the Services;
- c. the content, integrity or accuracy of the data sent via the Services and the information provided by third parties or accessible via the Services;
- d. any breach of the confidentiality of data sent via the Services;
- e. damage to or the loss of data sent via the Services.

F.3.4. Other than in cases of fraud or serious breach of a duty of care on the part of KPNGB or any of its employees, and without prejudice to applicable mandatory provisions of law, KPNGB's liability is generally, and for every case in which it might potentially bear liability, limited to a maximum of the lesser of five times the amount of the last invoice issued to the Customer and fifty thousand euros (€50,000).

## **F.4. Purchasing a Product - Warranties**

F.4.1. Property in each Product passes to the Customer upon purchase thereof by the Customer. Thenceforth, the Customer bears the risk of theft or loss of the Product, and in this connection may not assert any rights against KPNGB. Notwithstanding the fact that the Customer is the owner of the Product, he is prohibited from changing the specific settings thereof. In the event that this prohibition should be flouted, proper functioning of the Service can no longer be guaranteed.

F.4.2. If the Customer's Subscription Application is rejected in whole or in part or if the Customer's Subscription is suspended by KPNGB in terms of these General Conditions, the Customer has no right to a return or refund of the price for Products previously purchased by him (e.g. a mobile telephone), even if that Product was purchased from a Sales Point.

F.4.3. Subject to relevant mandatory provisions, after the expiry of a period of two (2) years commencing on the date of purchase by the Consumer, KPNGB shall cease to bear any liability whatsoever in connection with the Products. Furthermore, Products sold by KPNGB are only covered by the standard warranty conditions of the manufacturer, which are to be found in the packaging.

## **F.5. Personal data - privacy protection**

F.5.1. Data of a personal nature, including electronic data (e-mail address, telephone number, login code, password, etc.) that the Customer communicates to KPNGB or that KPNGB allocates to the Customer, and data relating to calls, call numbers and transit volumes, and the location and time of calls, are contained in the KPNGB database. KPNGB is responsible for processing the data and the relative data files are located at the registered office of KPNGB. The processing of this data is subject to the provisions of the Data Protection Act of 8 December 1992 and the Electronic Communications Act of 13 June 2005. This data, which may be shared with other companies in the KPN Group to which KPNGB belongs and/or with companies with which KPNGB has contracted an agreement for the provision of services, is processed for the purpose of performance of the Agreement (including the storage of text and voice messages or offering location-bound services), Customer management (such as preparing and sending out invoices, follow-up, receipt, monitoring and possible collection of payments, disputes settlement), fraud prevention and the prevention and investigation of infringements, plus marketing and market research with regard to the Services and Products. In that last case, the data may be passed to market research firms. Details of previous Customers may be used for a period of two years after termination of the Customer's Subscription to keep the previous Customer informed of new products and services and promotions offered by KPNGB.

If the Customer wishes to make use of certain Data Services, it may be necessary for KPNGB to process certain personal data specifically so that the Customer can gain access to Content that certain Content Providers offer.

By sending a signed, dated request to KPNGB's registered office, the Customer may inspect the personal data relating to him and stored in the KPNGB files and request that they be amended. Similarly, the Customer may object to use of his personal data, including his electronic data, for marketing and market research purposes.

Upon signing the Subscription Application, the Customer gives consent or refuses in the manner provided by statute for inclusion of his personal data in a telephone directory or directory enquiries service.

In the context of its legal obligation to assist rescue services and judicial authorities, KPNGB reserves the right to disclose certain personal data to the authorities or other authorised persons.

In the framework of fraud prevention and the prevention of infringements, KPNGB may compare the details provided by the Customer with details contained in its own records or in the records of other companies in the KPN Group to which KPNGB belongs or in the records of Graydon Belgium nv. KPNGB is authorised to process and store, either itself or with the help of a third party of its choice, the personal details of Customers that do not fulfil their contractual obligations, and KPNGB may forward those data to other companies in the KPN Group to which KPNGB belongs.

Various personal details (e.g. localisation data) may be rendered anonymous by KPNGB (as a result of which they are no longer personal data) and those anonymous details may be used by KPNGB for statistical purposes, be passed to third parties or be sold.

By revealing his personal details, the Customer expressly authorises KPNGB to process

them as described above, with a view to the purposes set out above.

With regard to the data banks referred to in this clause, the Customer may also obtain additional information by enquiring with the Public Register of the Privacy Commission ([www.privacycommission.be](http://www.privacycommission.be)).

F.5.2. The Customer expressly agrees that, for the purposes of training and verification, calls from and to KPNGB may be monitored by other employees or consultants of KPNGB than the Customer's direct contact person or may be recorded as evidence of commercial transactions.

F.5.3. The Customer agrees that KPNGB may, on request by the ombudsman service for telecommunications, the PFS Economy or any other competent authority, take cognisance of the content of the communications forming the subject of a complaint or dispute and may as appropriate pass that content to the authorities.

## F.6. Rights, obligations and liability of the Customer

### F.6.1. Information

F.6.1.1. The Customer recognises that, prior to contracting the Agreement, he received all requisite information relating to the Services and Products.

F.6.1.2. The Customer shall immediately notify KPNGB in writing of changes to the information he provided to KPNGB upon activation of the Services or thereafter (e.g. a new address, a new corporate name or a new account number for direct debit purposes). Costs resulting from non-compliance with this obligation shall be fully borne by the Customer.

### F.6.2. Careful use

The Customer undertakes that he will use the Services and Products with normal care and attention, in accordance with the Agreement, applicable laws and custom in relation to public policy and standards of decency. The Customer is responsible for oversight of his installation. He shall ensure that no other person has access to the Services without his consent.

Thus, it is prohibited *inter alia* for the Customer to use the Services to commit illicit acts or disseminate unlawful information, which is deemed to include procuring unauthorised access to details of connected networks, committing acts that compromise the proper functioning of the Services, endangering the use of performance capacity for other users, damaging or destroying the integrity of IT data, unsolicited sending of large quantities of information with the same content (spamming), pestering persons and the dissemination of pornography or texts or images of a racist nature, material constituting an offence against decency or inciting the commission of serious and less-serious criminal offences, incitement to engage in illegal games of chance and competitions, etc.

The Customer undertakes to honour any intellectual property rights that might be associated with the Services or the data processed in the context of a Service. In this regard, KPNGB informs the Customer, who accepts, that all trading names, logos, designations and trade marks used by KPNGB in relation to the Services are protected by trade mark law and use thereof by the Customer is prohibited.

### F.6.3. Normal use in the framework of an unlimited offer

Diverse provisions of these General Conditions, together with Special Conditions and Tariff Plans, make reference to "normal personal private use" or "normal professional use" in the framework of an unlimited offer.

Unless the terms "*normal personal private use*" or "*normal professional use*" should be defined differently in Special Conditions or Tariff Plans, they bear the following meaning:

Normal personal private use or normal professional use in the framework of an unlimited offer permits very intensive use of the relevant Services. Only in the case of fraud (such as: commercial use of the contract, particularly for call centre or SIM box purposes, and/or allowing use by third parties), dishonest use or, more generally, use that does not accord with use that may be expected from a Customer that has taken out a certain Subscription (for instance use of the mobile telephone as a baby alarm) is there deemed to be use that is not normal.

Except in the case of special promotions that expressly deviate from the limits set out below, use shall be regarded as fraudulent where the Customer, for instance:

with regard to Mobile Services:

- regularly makes calls for more than 6 hours a day and/or 30 hours a week; or

- regularly makes calls for uninterrupted periods of more than 3 hours and/or conducts successive conversations for uninterrupted periods of more than 3 hours, which are resumed immediately after being interrupted; or
  - sends more than 300 Text Messages a day and/or 5,000 Text Messages a month; or
  - sends more than 50 MMSs a day and/or more than 400 MMSs a month to BASE and/or e-mail addresses; or
  - sends more than 20 MMSs a day and/or more than 100 MMSs a month to other mobile networks; or
  - in the context of the use of Data Services, generates data traffic from Belgium that amounts to more than 500 MB a day and/or more than 5 GB a month; with regard to Telephony Services:
    - makes calls for more than 6 hours a day and/or 42 hours a week;
- In each of these cases, KPNGB reserves the right to limit provision of the Services or to suspend and/or terminate the Agreement.

### F.6.4. Liability

F.6.4.1. Except in the case of assignment of the Agreement in terms of clause F.9.2, the Customer is and remains the sole party liable to KPNGB for performance of his obligations under the Agreement.

F.6.4.2. The Customer is liable for all losses occasioned to KPNGB further to breach by the Customer of any of his obligations under the Agreement.

### F.6.5. Change of Tariff Plan by the Customer

Unless he has been given express authorisation by KPNGB, the Customer may not switch Tariff Plan before the initial term of the Agreement has elapsed. Where the Customer has nonetheless been given the right to switch to another Tariff Plan at an earlier stage, the Customer acknowledges that, if he has been given access to the Services in the context of a promotional offer under which he has enjoyed special benefits from KPNGB, KPNGB is entitled to impose special conditions on such a switch.

## F.7. Rates - Price indexation

F.7.1. The various Tariff Plans in relation to the various Services can be obtained from the Distributors and from KPNGB's customer service department. Unless otherwise expressly provided in the Special Conditions for a given Service, KPNGB's rates apply only to calls/Text Messages/MMS and the use of Data in Belgium, and special numbers are excluded.

F.7.2. Various Tariff Plans offer the Customer the possibility of transferring unused call credit to the next month. In such cases, the call credit is used up as follows: the Customer first uses the call credit from the 'new' month and only once that is used up is use made of the transferred call credit from the previous month.

F.7.3. KPNGB may revise the prices in the Tariff Plan once a year during the course of the month of January and adjust them in line with the consumer prices index.

Because this qualifies as indexation under section 108(2) of the Electronic Communications Act of 13 June 2005 and not a rate increase, the Customer is not entitled to terminate the Agreement in terms of clause F.10.3.2.5.

## F.8. Billing and payment

F.8.1. The invoices sent to the Customer contain the following particulars:

- any connection costs;
- any Subscription Charge or any minimum Prepaid Call Credit that is payable monthly in advance;
- the additional charge for options or additional services;
- the detailed cost price for national calls;
- the detailed cost price for international calls;
- the detailed cost price for the use of roaming services;
- the cost price of calls to special numbers;
- if appropriate, the rental for rented equipment or the purchase price of ordered equipment;
- if appropriate, the cost price of transit volumes not included in the monthly subscription charge;
- any other costs and credits to be accounted in relation to the Customer, including the subscriptions that the Customer has taken out with certain Content Providers in order to gain access to their data and/or services and that are collected by KPNGB on behalf of those Providers.

F.8.2. Provided such is indicated in the Subscription Application or provided a written request is made during the term of the Agreement, the Customer may ask to be sent non-detailed invoices.

F.8.3. Unless otherwise agreed or *inter alia* unless technical problems should occur, KPNGB sends the Customer invoices on a monthly basis. Since KPNGB has various billing cycles each month, not all Customers are billed together for an entire calendar month. It is therefore possible that the first invoice relates to a period of less than one month. Rates relating to a full month will then be charged *pro rata temporis* and the number of call minutes and/or Text Messages and/or MMSs and/or Data that are free or are included in the flat rate monthly call credit will also be calculated *pro rata temporis*. In the case of rate changes by KPNGB or in the event the Customer migrates from a certain type of Service to another type of Service (change of Tariff Plan), the changed rates are applied and charged *pro rata temporis*. In the event of a change of Tariff Plan at the Customer's request, the changed rate will become applicable after dispatch of the first invoice following the request, unless the request is made in the period during which an invoice is prepared, in which case the changed rate will only apply after dispatch of the succeeding invoice. The same shall apply if the Customer requests new or additional services. The Customer agrees that the cost of roaming services may be invoiced several months after the date of provision of the roaming service because KPNGB requires to wait for information from the other operators involved in this regard.

F.8.4. One (1) copy of the invoice is sent to the Customer. In so far as this facility is available and the Customer has given his prior consent or has asked KPNGB for payment by direct debit, the invoice may be dispatched electronically. The Customer may at any time, at no charge, revert to classic billing on paper. In that case, he may also request one or more duplicate invoices upon payment of a charge as laid down by KPNGB.

F.8.5. All invoiced amounts are payable within the deadline stated on the invoice or, if no such deadline is stated, within fourteen (14) days of invoice date, using one of the following means of payment:

- bank transfer or post office transfer;
- direct debit, by completion of the relevant form enclosed with the application form or any other appropriate document;
- for some Services: direct credit card debit via Visa, MasterCard or American Express, by completing the form provided by KPNGB.

For the use of other means of payment, additional costs may be charged by KPNGB.

F.8.6. If KPNGB does not receive payment of the invoiced amounts within the stipulated payment deadline, then, as from expiry of the payment deadline, delay interest will be due automatically at 1.5 times the legal rate of interest. Additionally, KPNGB may claim liquidated damages in the sum of the greater of 15% of the invoiced amounts that remain outstanding on the due date and EUR 60.00, without prejudice to the right to claim procedural court costs.

F.8.7. Following dispatch of a notice of default, the Customer may claim compensation of EUR 60.00 should KPNGB fail within five working days of receipt of the notice of default to fulfil its contractually agreed principal obligation, i.e. to use all reasonable means to provide the Customer with access to the Network and the Services.

F.8.8. Protests against KPNGB invoices must be notified to KPNGB by recorded delivery post within one month of invoice date, failing which they will be rejected. This possibility does not affect the Customer's obligation to pay the invoice within the normal period unless the Customer is justified in disputing the invoiced amount. The Customer is nevertheless obliged to pay the undisputed amount for the invoiced Services as well as subsequent invoices where they do not give rise to a dispute.

F.8.9. If it transpires that too high an amount has been charged to the Customer and it is paid by the Customer, then, in so far as is possible, the difference is set off against amounts invoiced in subsequent invoices.

### F.9. Assignment of the Agreement

F.9.1. KPNGB may partly or wholly assign its rights and/or obligations under the Agreement to a third party without the Customer's consent. However, such an assignment shall not result in any impairment of the Customer's guarantees.

F.9.2. The Customer may only assign his rights and/or obligations resulting from the Agreement to a third party, whether in whole or in part, provided (i) KPNGB gives its

prior written consent, and (ii) both the Customer and the assignee have fully completed and signed the appropriate KPNGB transfer form and submitted it to KPNGB.

### F.10. Effective commencement and termination of the Subscription - suspension of the Services

F.10.1. Commencement and term of the Subscription

A Customer's Subscription commences upon activation of the Subscription.

The Subscription of a Customer that is not a Consumer commences upon activation of the Subscription but that Customer is bound under his Subscription Application from the moment he signs it.

Unless the Customer has explicitly opted for a fixed-term Agreement in the Subscription Application, the Subscription is for an open-ended period.

F.10.2. Suspension of the Services

F.10.2.1. By KPNGB

After sending prior notification to the Customer, KPNGB may wholly or partly refuse or suspend the Services (including additional services, options, roaming and/or international communications) in any of the following cases:

- if the Customer fails to fulfil his obligations under the Agreement or if he utilises the Services contrary to applicable statutory or regulatory provisions;
- in the event of non-payment in whole or in part of the invoice amount for a Service within the payment deadline, or in the event of insolvency or a presumption of manifest insolvency;
- in the event of fraud or a presumption of manifest fraud;
- if the Customer has given incorrect, incomplete or false information in the Subscription Application, fails to notify changes in such information in accordance with clause F.6.1.2 or fails to send KPNGB the Subscription Application in accordance with clause F.1.1;
- if the Customer has refused to make over the guarantee or down-payment stipulated in clause F.1.5 within the stipulated deadline;
- in the case of abnormal use by the Customer (calls, very high volumes of downloads, etc.);
- if KPNGB determines that the (mobile) telephone, computer, modem or other installation used by the Customer may cause interference on the Network or is not approved in accordance with applicable standards;
- on the basis of the compulsory statutory requirements in connection with the Network or installations of KPNGB;
- in the event that the Customer fails to fulfil his obligations under any other agreement with KPNGB.

KPNGB may also wholly or partly suspend the Services with immediate effect and without prior notice in the following cases:

- on the basis of statutory requirements;
- in the event the proper functioning of the Network or its installations may be compromised;
- in the event of breach of contract or non-payment;
- in the event that fraud is discovered or suspected of such a nature that not suspending the Services could result in serious consequences for KPNGB and/or third parties;
- in the event of the bankruptcy or an application for a payment moratorium, the liquidation or the winding-up of the Customer, or an irreversible infringement of the Agreement.

In the case of suspension with immediate effect without prior notification, KPNGB will, if requested in writing by the Customer, provide him with the necessary explanation within three (3) working days of receipt of the request.

In the aforementioned cases of suspension, the Customer has no right to any compensation from KPNGB except in the event of unwarranted or unfounded suspension. In addition, the Customer continues to be bound by his obligations under the Agreement, including payment obligations. In this respect, the Customer acknowledges and accepts that, during the period of suspension of the Services, any Subscription charges or minimum call credits continue to be due. In the event of unwarranted suspension, the Customer will receive a credit note for any Subscription charges or minimum call credits that are invoiced to him during the suspension period. The suspension is lifted

immediately when KPNGB receives evidence that the situation has been redressed.

The costs of deactivation and activation may be billed to the Customer.

F.10.2.2. By the Customer

The Customer may for reasons affecting him personally (e.g. a long stay abroad or in a hospital) ask KPNGB to suspend the Services for a given period. Any Subscription charges or minimum call credits continue to be due during such suspension periods. Suspension may not exceed six (6) months and is only lifted following an express written request (by fax or registered post) sent by the Customer to KPNGB. This provision does not apply if the Customer is of the view that he requires to terminate the Agreement because KPNGB has failed to fulfil its obligations under the Agreement.

F.10.3. Termination of the Subscription

F.10.3.1. By KPNGB

F.10.3.1.1. KPNGB is entitled to unilaterally terminate the Subscription by registered letter on a notice period of fifteen (15) calendar days:

- a. if the suspension of the Services as provided for in clause F.10.2.1 exceeds fifteen (15) days;
- b. if the Customer fails to redress a breach of the Agreement within fifteen (15) days of being served with a notice of default by KPNGB.

F.10.3.1.2. In the event of the bankruptcy or an application for a payment moratorium, the liquidation or the winding-up of the Customer, or an irreversible infringement of the Agreement, the Subscription is deemed terminated by operation of law without prior notice of default or a court order.

F.10.3.1.3. Termination of the Subscription by KPNGB in terms of clauses F.10.3.1.1 and F.10.3.1.2 does not entitle the Customer to compensation of any nature and does not affect the Customer's obligation to pay all sums due.

F.10.3.2. By the Customer

F.10.3.2.1. The Customer may terminate a Subscription for an open-ended period by giving one (1) month's notice.

F.10.3.2.2. A fixed-term Subscription is automatically extended for an open-ended period after the final date, unless the Customer terminates that Subscription by registered delivery letter at least one month prior to the final date.

F.10.3.2.3. Where the Customer is a Consumer and he terminates the Subscription unilaterally before the lapse of the fixed term, he shall pay compensation equal to the Subscription charges or minimum call credits for the period up to the end of the fixed term. However, where the term of the Agreement is longer than fifteen (15) months, the compensation due by the Consumer shall be calculated as if the Consumer were bound under an agreement with a fixed term of fifteen (15) months.

F.10.3.2.4. Where the Customer is not a Consumer and he terminates the Subscription unilaterally before the lapse of the fixed term, he shall pay compensation equal to the Subscription charges or minimum call credits for the period up to the end of the fixed term. Additionally, the Customer is liable for damages equal to 75% of the amount that KPNGB has invoiced to the Customer for all Services that the Customer has utilised during the three months preceding the early termination. Subscription charges or minimum call credits are not included in the calculation of damages.

F.10.3.2.5. If the Customer is not in agreement with announced rate increases other than an increase in roaming rates, he is entitled to terminate the Subscription without penalty by registered delivery letter no later than the last day of the month following receipt of the first invoice after the changes come into effect. In the case of a proposed change to the General Conditions by KPNGB, other than as relating to the applicable rate, the Customer is entitled to terminate the Subscription without penalty by registered delivery letter no later than the last day of the month following the date the changes come into effect. If the rate increase or change in the General Conditions only relates to a given additional Service, the Customer's right is limited to the possibility to terminate the relevant additional Service in the same manner and under the same conditions.

F.10.3.2.6. Any termination of the Agreement will entail automatic deletion of all details that might be stored by KPNGB for the Customer (including electronic messages, personal homepages, etc.). The Customer must therefore regularly back up on a separate server all details whose storage he has entrusted to KPNGB.

## F.11. Changes by KPNGB

F.11.1. At least one month before a change in the Agreement, a rate increase (other than an increase in roaming rates) or a change in the technical features of the KPNGB Services comes into effect, KPNGB will duly inform the Customer thereof if the proposed change or increase has implications for him. The General Conditions can be consulted on the website [www.kpngroup.be](http://www.kpngroup.be) at all times, and the rates can be consulted on the relevant product website through [www.kpngroup.be](http://www.kpngroup.be).

F.11.2. If the Customer does not accept the announced rate increase (other than an increase in roaming rates) or change in the Agreement or in technical features, he may unilaterally terminate the Subscription early without payment of any penalty or compensation, in accordance with the provisions of clause F.10.3.2.2 of these General Conditions.

F.11.3. Customers utilising Services using Prepaid Call Credit and that do not accept the announced rate increase or change in the Agreement or in technical features shall in no event be entitled to a refund of Prepaid Call Credit that has already been purchased. A Customer that loads Prepaid Call Credit after the announcement of changes is irrevocably deemed to have accepted the changes.

F.11.4. If the change in the Agreement by KPNGB entails the Customer being unable to use the Prepaid Call Credit still at his disposal, KPNGB shall only be obliged to replace the Prepaid Call Credit that has become unusable with new Prepaid Call Credits of the same value. The Customer shall in no event be entitled to a refund of Prepaid Call Credit that has become unusable.

## F.12. Signature of the Customer

Unless some other form of notification is provided for in these General Conditions or in Special Conditions, notification by the Customer by fax or electronic mail shall be regarded as written notification by the Customer. If KPNGB is in doubt as to the authenticity of the notification, KPNGB will without delay request the Customer to forward an original signed copy and KPNGB will be entitled not to heed the notification until such time as it has received the original signed document.

## F.13. Queries, complaints and disputes

F.13.1. The Customer may address written queries and complaints regarding the Services or report the theft or loss of or a defect in a SIM Card, appliance or modem to the customer service department of KPNGB that is dedicated to the Product or Service used by the Customer. For the Products and Services marketed under the trading name BASE, one of the following channels can be used:

By post : Neerveldstraat 105, 1200 Brussels

By fax : 0800/20 487

By e-mail : [base.support@kpngroup.be](mailto:base.support@kpngroup.be)

By telephone : 0486/19 1999

For the Products and/or Services that are marketed by KPNGB under another trading name than BASE, please consult the contact data and the opening hours of the call center dedicated to such trading name on the website [www.kpngroup.be](http://www.kpngroup.be).

F.13.2. KPNGB undertakes that it will resolve problems notified to it and that it is able to remedy in the shortest time possible. If the Customer is dissatisfied with the solution offered by KPNGB, or if the Customer is the victim of nuisance calls, he may contact the ombudsman service for telecommunications: 1 Barricadenplein, 1000 Brussels [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.be). Complaints submitted to the ombudsman's service are only admissible if the Customer can show that he has first approached KPNGB to attempt a solution.

F.13.3. Jurisdiction

Any dispute concerning the Agreement, or the performance or interpretation thereof, that cannot be settled via KPNGB or the ombudsman's service is within the exclusive jurisdiction of the courts in Brussels as the place where the obligation has come into being, unless special legislation should impose some other jurisdiction.

F.13.4. Applicable law

Belgian law applies to the Agreement.

## Useful information for the Products and Services marketed under the trading name BASE

Should you have questions, feel free to call KPNGB. A team of specialist, multi-lingual staff is at your disposal. The Call Center of BASE is at your disposal 7 days per week, 24 hours per day.

The number of the customer service for private individuals is the following:

- via fixed or mobile phone, within Belgium :  
BASE-Customers: 1999 (free)  
Others: 0486 19 1999
- via fixed or mobile phone, from abroad :  
+32 4865 19 1999

For further information about the Products and Services marketed under the trading name BASE:

- surf to [www.BASE.be](http://www.BASE.be)
- make an appointment with a Sales Point or Distributor

If you have questions regarding Products and/or Services that are marketed by KPNGB under another trading name than BASE, please consult the contact data and the opening hours of the call center dedicated to such trading name on the website [www.kpngroup.be](http://www.kpngroup.be).

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KPN Group Belgium nv cannot be held liable for any typographical errors or any other errors or omissions in this publication. The features of the Products and Services are subject to change without prior notification. Consult the General Conditions of KPNGB for more-detailed information.

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R.P.: KPN Group Belgium nv: Neerveldstraat 105, 1200 Brussels - 119901892