

## Definitions

Office hours: Monday to Friday from 8:00 a.m. to 4:30 p.m.

Consumer: A natural person acting for purposes not relating to his professional or commercial activities

## Article 1 - General

This document establishes all rights and obligations of Proximus public limited company of Belgian public law hereafter referred to as "Proximus" and its customers in respect of the sale of a Proximus telephone exchange (hereinafter referred to as "telephone exchange" or "exchange"), including all the applications, accessories and options as mentioned in the order form.

These General Terms and Conditions shall take precedence over any general terms and conditions established by the customer.

## Article 2 - Connection to the Proximus public telephone network

The public telephone network shall be deemed to end at the connection point, i.e., the Customer's telephone socket or connection box. Everything that comes after the connection point shall not belong to the public network of Proximus and shall therefore be the Customer's responsibility.

## Article 3 - Delivery and installation

3.1. The telephone exchange is delivered and installed by Proximus (or one of its certified subcontractors) in accordance with the prices as indicated in the order form.

3.2. The delivery and installation procedures shall be indicated in the order form. If no specific procedure is given, installation shall be limited to:

- a. the installation of the telephone exchange;
- b. connection of the telephone exchange to the distribution frame;
- c. the installation and connection of the equipment to the wall sockets provided for this purpose;
- d. the connection and activation of any additional applications, accessories and options as indicated in the order form;
- e. the configuration and activation of the telephone exchange and its equipment;
- f. installation and configuration of the data applications.

The cost of internal cabling and the eventual installation of the distribution frame are not included in the installation and will be billed to the Customer at the rates in effect at the time.

3.3. Proximus is only obliged to perform additional work if agreed to in writing beforehand. Any additional work or later change performed by Proximus or its subcontractor will be billed to the Customer at the rate then in effect, together with any call-out charges. Any later change shall follow the sales mode.

3.4. Installation work will be carried out during office hours. The Customer may ask for a quote for any services he wants to be performed outside these hours. The Customer must guarantee access to the telephone exchange at all times to Proximus and/or its subcontractor.

3.5. The services provided shall relate solely to the installation described in the Order Form. Any element not explicitly mentioned therein shall not be covered.

3.6. On receipt of the telephone exchange, the Customer shall, check that the telephone exchange delivered by Proximus complies with what is described in the order form. If the Customer does not lodge any objections with Proximus by registered letter within three calendar days of delivery, he will be deemed, ipso jure, to have definitively, irrevocably and unconditionally accepted the telephone exchange.

The same deadline applies for objections relating to the installation and commissioning of the telephone exchange by Proximus and runs from the date on which the telephone exchange is put into service.

3.7. The Customer must ensure that the telephone exchange is installed in a location that allows for rational layout and normal conditions for installation, use and maintenance. Proximus or its subcontractor may ask for another location if the proposed location isn't suitable. The Customer must bear the costs of installing and maintaining the electrical connections and/or grounding necessary to operate the telephone exchange at the locations indicated by Proximus. In this regard, the provisions of the Belgian Electrotechnical Committee must be complied with.

3.8. The Customer shall provide the necessary software and computer hardware connections (availability of a connection point to the Customer LAN, a fixed IP address, etc.) required for the telephone exchange and its applications to operate.

3.9. In the case of data integration and applications, the network administrator must be present during installation.

3.10. The Customer must make a backup of his whole system (including each PC on which software needs to be installed) before installation and take the necessary steps to ensure that his software is compatible with that of Proximus, particularly with regard to virus protection systems.

3.11. If at the installation it appears that a telephone exchange application doesn't function properly, Proximus or its subcontractor may proceed to the formatting of the PC and the re-installation of the basic operating system and the telephone exchange application. Should the Customer prevent this, Proximus shall not be liable for the malfunctioning of the telephone exchange (application).

## Article 4 - Conclusion of the contract

4.1. The contract shall be deemed to be validly concluded on the day that both parties sign the order form.

4.2. Without prejudice to the renunciation right of the consumer in the framework of the trade practices legislation, Proximus reserves the right to impose a fixed penalty for breach of contract, ipso jure and without notice being served, in the event that the Customer cancels, in full or in part, an order. The penalty shall amount to twenty percent of the total amount of the order cancelled.

4.3. Without prejudice to legislative provisions on trade practices, the Customer shall not be entitled to cancel any order once the telephone exchange has been delivered by Proximus, whether in full or in part.

4.4. Proximus may demand an advance payment when it accepts an order. This shall not exceed fifty percent of the total amount of the order.

## Article 5 - Warranty

5.1. Without prejudice to the consumers' statutory rights, the telephone exchanges sold by Proximus are covered by a warranty against any material flaws or manufacturing defects.

5.2. The warranty shall not cover:

- a) damage of any kind whatsoever the cause of which does not predate the sale;
- b) damage, faults and defects attributable to the customer, accidental damage, improper usage or poor maintenance, failure to comply with the instructions given in the user manual, lightning, humidity, power surges or any *force majeure* whatsoever;
- c) the repair or replacement of moveable elements (cords, wires, outlets, antennas, etc.), the replacement of accessory elements that require regular replacement (batteries, accumulators, paper, ink, etc.) and the supply of cleaning products.
- d) call-out charges and hourly rates.

5.3. The warranty shall not apply if:

- a) the Customer cannot prove the purchase via a bill, receipt or ad hoc certificate provided by Proximus;
- b) the Customer, or a person not designated by Proximus, changes or repairs the telephone exchange;
- c) the telephone exchange serial numbers and/or the brand names are removed or changed.

5.4. The warranty is valid for one year, unless otherwise specified in the Order Form. The warranty period shall come into effect on the date that the telephone exchange is put into operation.

If the buyer is a *consumer*, the warranty period will be extended to two years. During this period the shipment costs of the material are included.

5.5. The Customer shall report any defect to the appropriate technical service at Proximus as soon as it is noted. The telephone numbers of the services are listed in the telephone directory information pages. Proximus will also communicate these numbers to Customers on request.

If the *consumer* does not inform Proximus at the latest two (2) months after the observation of a deficiency in conformity of this deficiency, the consumer shall lose all his rights in the framework of the sale of goods to consumers law, as well as his right to claim damages.

5.6. Proximus shall make every endeavor to repair and/or replace the telephone exchange as soon as possible. Proximus has sole discretion as to the repairs to be undertaken to return the telephone exchange to proper working order. Nevertheless, the *consumer* has the right to demand the free repair or replacement of the telephone exchange from Proximus, except where this would be impossible or disproportionate.

5.7. Proximus may, at the Customer's request, make service calls outside office hours at the rates then in effect and under the applicable terms and conditions. The Customer may ask for a quote for any services he/she wants to be performed outside these hours.

5.8. If the repair cannot be performed immediately, the Customer may, under certain circumstances, be provided, on request, with a replacement telephone exchange while the original telephone exchange is under repair.

5.9. The warranty on a telephone exchange repaired or replaced shall lapse on the expiry date for the warranty provided when the equipment was purchased, but shall never be less than three months. For the consumers this period is increased by any period(s) of repair and/or replacement.

## Article 6 – Terms and conditions of payment

6.1. In principle, payment shall be settled in cash when the telephone exchange is delivered to the Customer, after deduction of any advance payments.

6.2. If deferred payment is allowed, payment shall be made to the account number, by the means and by the due date indicated on the bill.

6.3. Failure by the Customer to pay a bill by the due date shall entitle Proximus, ipso jure and without notice being served, to charge interest on arrears at the legal rate. Furthermore, if payment is not made within fifteen days of a demand being sent by registered letter, Proximus reserves the right to automatically charge the additional flat-rate penalty of fifteen percent set out in the contract, amounting to a minimum of EUR 12.39, to offset the increase in overheads incurred by Proximus.

## Article 7 - Transfer of ownership and risk

7.1. The telephone exchange shall remain the property of Proximus until the customer has paid all amounts owing to Proximus in connection with this contract. Until this is the case, the Customer shall not transfer, alter, give as security or a guarantee, or lend the telephone exchange in any way whatsoever to a third party, nor shall he have any right of ownership thereto. If the telephone exchange

is seized or otherwise claimed by a third party, the Customer shall oppose this and notify Proximus immediately to enable the latter to protect its proprietary interests.

7.2. The risks shall transfer to the Customer when the telephone exchange is delivered. Thereafter, all risks of loss, theft or destruction, in full or in part, of the telephone exchange shall be borne by the Customer.

## Article 8 – Proximus liability

8.1. In general, Proximus shall not be liable unless in case of gross misconduct or deceit by Proximus or one of its employees.

Moreover the customer recognizes and accepts that Proximus doesn't assume any responsibility for immaterial damages as well as damages such as loss of earnings, profit, business, interruption of activity, loss or damage of data.

Without prejudice to the imperative legal dispositions, in all cases in which Proximus eventually might be held liable, its liability shall be limited to 125.000 EUR.

8.2. Proximus shall not be liable for any direct or indirect damage attributable to the software delivered with or installed in the telephone exchange.

8.3. Proximus shall not be liable for the content of communications or messages nor for the integrity of any data transmitted over its network. Nor is Proximus liable for third-party services provided via its network or the billing therefor. Proximus does not guarantee nor is it liable for services or information provided by or distributed via its network. Proximus shall not be liable for any transactions between a third party and the Customer. Under no circumstances shall Proximus be deemed to be a party to any contracts concluded between a third party and the Customer, unless specified otherwise.

8.4. No guarantee can be provided as to the quality of the connections and/or service if the Customer connects, directly or indirectly, to an operator or service provider via interfaces and/or signaling, even where these comply with the standards at national or European level. Proximus is not liable for any lack of and/or deterioration of service quality, nor for any financial loss or loss of profit resulting from inappropriate routing.

## Article 9 - Customer's liability

9.1. The Customer shall comply with netiquette and the acceptable-use policies applicable to networks which he/she accesses via the telephone exchange.

9.2. The Customer shall comply with the legislation in effect in sending data via the telephone exchange. Prohibited data shall include, but not be limited to, information which is illicit, inaccurate, obscene or defamatory, contrary to public order and/or an offence against public decency, a violation of user privacy, or incitement to racial hatred or xenophobia.

9.3. The Customer shall not infringe the intellectual property rights, including copyright, of Proximus or any third party.

9.4. The Customer shall likewise undertake not to send any unsolicited messages or data.

9.5. The Customer shall refrain from committing acts of computer piracy or hacking of the Proximus network or any other system.

9.6. The Customer shall preserve the secrecy and confidentiality of his/her password and user name. The Customer shall be liable for all use of these identification elements. The Customer shall notify Proximus immediately in the event of the loss, theft or fraudulent use of any of these elements and confirm this by registered letter. The Customer's liability shall cease the working day after that on which Proximus receives the registered letter of notification.

9.7. The Customer shall regularly make a back-up of the data.

9.8. The customer is responsible for facilitating the implementation of

work to be performed and he shall make suitable personnel available free of charge.

9.9. The customer shall be responsible for the accuracy, completeness and reliability of the information and documentation made available by him to Proximus, even if these originate from third parties.

## Article 10 - Documents and software

10.1. Proximus shall grant the Customer a non-exclusive right to the use of the diagrams and any other technical and commercial documents related to the telephone exchange sold. These documents shall not be given to a third party without Proximus consent in writing.

10.2. The standard version of the telephone exchange software or firmware may be provided to the Customer, giving the latter a simple, non-exclusive and non-transferable right to use the software and any other software provided separately. The Customer hereby explicitly acknowledges that all software contains technical and confidential information that are the property of Proximus or its supplier. The Customer shall not replicate or copy the software and shall preserve its confidential nature. Any additional software provided is subject to the General Terms and Conditions accompanying the software on delivery or set out in a licensing agreement.

## Article 11 - Maintenance contract

Customers that have purchased an installation from Proximus may, at any time, conclude a maintenance contract with Proximus.

Unless the maintenance contract is concluded at the same time as the sale, the acceptance of the request for a maintenance contract shall be subject to a prior technical examination, at the Customer's expense and billed at the rates then applying.

## Article 12 – Termination of the contract

12.1. If delivery is delayed beyond the scheduled date by more than fifteen working days due to a fault attributable to Proximus, the Customer may, by registered letter, either terminate the contract or demand compensation amounting to one and a half percent of the sales price for the telephone exchange for every full week it is not delivered. Under no circumstances shall the total compensation exceed twenty (20) percent of the sales price.

12.2. If the Customer does not pay a bill by the due date, Proximus shall send a demand by registered letter. If no payment is received within fifteen working days of the demand being served, Proximus may terminate the contract immediately by sending the Customer a registered letter. On termination of the contract, the Customer shall return any telephone exchange delivered to Proximus at his/her own expense. In the event of termination on these grounds, Proximus shall be entitled to compensation amounting to a maximum of twenty percent of the amounts due.

## Article 13 – Complaints to Proximus

In the event of difficulties with respect to implementation of the contract, the Customer shall contact the local Proximus service.

## Article 14 – Complaints to the Ombudsman's Service

14.1. The Customer may contact the Telecommunications Ombudsman's Service, an arbitration service completely independent of Proximus that handles customer complaints about Proximus's activities.

14.2. The address and telephone number of the Ombudsman's Service are listed in the telephone directory information pages. Proximus shall also communicate these details to customers on request.

14.3. Complaints are only admissible if submitted in writing. Customers may however telephone the Ombudsman's Service to ascertain the

status of any complaint filed.

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

14.5. The Telecommunications Ombudsman's Service is under no obligation to handle complaints relating to facts that took place more than one year prior to the submission of the complaint.

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

## Article 15 - Applicable law and competent courts

15.1. The Brussels courts shall have sole jurisdiction for any disputes relating to the interpretation or performance of this contract.

15.2. The provisions of contract shall be governed by Belgian Law.

## Article 16 – Protection of personal data

### 16.1. GENERALITIES

16.1.1. The data protection related concepts used in this article 16 shall have the meaning given to them in the Data Protection Legislation.

16.1.2. The Customer (i) represents and warrants that it complies and undertakes to continue to comply with the national laws implementing the Data Protection Directive (95/46/EC) until 24 May 2018 and (ii) undertakes to comply with the General Data Protection Regulation (2016/679) as of 25 May 2018 and (iii) undertakes to comply with the national laws implementing the Directive on Privacy and Electronic Communications (the legislation referred to under (i), (ii) and (iii) above being jointly referred to as the "Data Protection Legislation").

16.1.3. Proximus will comply with the Data Protection Legislation when processing information relating to an identified or identifiable natural person in its performance of this Agreement (referred to as 'personal data' under the Data Protection Legislation).

16.1.4. The role of Proximus (data controller or data processor) with regard to the personal data being processed in the context of the performance of the Agreement, other than the personal data mentioned in article 16.2 for which Proximus is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

### 16.2. PROXIMUS ACTING AS DATA CONTROLLER

Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for Products and Services offered by the Proximus Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services and the network infrastructure.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the

products and services of the Proximus Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

The Customer has the right to access, correct and delete any data that relates to him.

For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](http://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.

Proximus hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data ;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 16.2.

### 16.3. PROXIMUS ACTING AS DATA PROCESSOR

16.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus in connection with its use of the Products/Services and requests Proximus to process personal data on behalf of the Customer (or of the Customer's data controllers) for the sole purpose of providing the Customer with the Products/Services, the Customer shall act as data controller in relation to the processing of these personal data and Proximus shall act as a data processor regarding these personal data.

16.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 16 are appropriately reflected towards its data controllers it allows to make use of the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 16 shall be deemed to include the respective data controllers of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: its own customers, employees, workers, agents, representatives, consultants or other third parties.

The personal data might include the following categories of data:

- identification information, contact details ;
- preferences with regard to direct marketing ;
- invoice and billing data ;
- data related to the usage of the Products/Services under this Agreement ;
- any other type of personal data identified in the Agreement.

With regard to these personal data the Customer (or its data controllers) will have the rights and obligations a data controller as set out in the Data Protection Legislation.

16.3.3. Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

16.3.4. Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

16.3.5. Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of processing) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

16.3.6. If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

16.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:

- dealing with requests from data subjects exercising their data subject rights under the Data Protection Legislation;
- implementing technical and organisational security measures to comply with the Customer's obligation of security of the personal data processing,
- notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
- conducting data protection impact assessments and consult the supervisory authority in such context.

Proximus reserves the right to claim a reasonable compensation for this assistance.

16.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 16.3 as well as to contribute reasonable demands for audits conducted by the Customer or another independent auditor mandated by the Customer. Advance notice of at least 60 (sixty) Calendar days is required, unless applicable Data Protection Law requires earlier audit. In case of an audit, Customer will bear its own expense and the cost of Proximus's internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of 3 Business days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every 2 year, unless serious reasons for an earlier audit would exist or if a data protection authority would require so. Certifications and existing audit reports will be used to avoid audits. If any audit reveals that Proximus is, or that the Products/Services are, not

in compliance with the provisions of this Agreement and/or Data Protection Legislation, the exclusive remedy of the Customer, and the exclusive obligation of Proximus shall be that: (i) the Parties will discuss such finding, and (ii) Proximus shall take, at its own cost, all corrective actions, including any temporary workarounds, it deems necessary to comply with the provisions of this and/or Data Protection Legislation. Proximus may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

16.3.9. The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Agreement. Where Proximus engages another processor under this Article, Proximus shall ensure that the obligations set out in this article 16.3. are imposed on that other processor by way of a written contract.

16.3.10. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

16.3.11 At the end of the Agreement, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.

16.3.12. If any request of the Customer under this article 16.3 requires Proximus to take additional steps beyond those directly imposed on Proximus by the Data Protection Legislation, the Customer shall reimburse Proximus for any costs incurred by Proximus for taking such additional steps.

16.3.13. The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.