

# Terms and conditions

## Enterprise Services

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# 1. Definitions

**Orange:** Orange Belgium s.a., with registered office at 1140 Brussel, Bourgetlaan 3, with company number 0456.810.810.

**Customer:** natural person, legal person or de facto association with which Orange Belgium s.a. has entered into a contract to supply the Service.

**Micro enterprise:** enterprise that does not exceed the annual average of 9 employees, calculated in accordance with Article 1:24 of the Belgian Companies and Associations Code;

**Small enterprise:** enterprise that does not exceed the annual average of 49 employees, calculated in accordance with Article 1:24 of the Belgian Companies and Associations Code;

**Medium-sized enterprise:** enterprise that does not exceed the annual average of 249 employees, calculated in accordance with Article 1:24 of the Belgian Companies and Associations Code;

**Micro non-profit organisation:** non-profit association, international non-profit association or foundation that does not exceed the annual average of 9 employees, calculated in accordance with Article 1:28 of the Belgian Companies and Associations Code;

**Small non-profit organisation:** non-profit association, international non-profit association or foundation that does not exceed the annual average of 49 employees, calculated in accordance with Article 1:28 of the Belgian Companies and Associations Code.

**Equipment:** all materials supplied to the Customer for the purpose of delivering the Service: this includes, among other things, hardware and/or software, installations, (electronic) equipment, cables, physical connections and instruments.

**Service order form (SOF):** the contract for service that is drawn up in writing then completed and signed by the Customer. It contains all useful data that permit Orange Belgium s.a. to evaluate the order or, in some cases, to accept it.

**General Terms and Conditions:** the entirety of Orange's and the Customer's rights and obligations.

**Price list:** the list of prices charged for the service(s) provided and any related services, where applicable.

**Service(s):** the data, voice or internet telecommunication services, including the requisite materials, that Orange Belgium s.a. delivers to the Customer under the naming 'Orange Enterprise Services'.

**Contract or Agreement:** The SOF, the general terms and conditions, the technical documents, service level agreement, price list, in some cases the specific conditions and every written reference to this contract. All prior verbal or written arrangements agreements relating to the object of this contract are to be considered as non-existent and as replaced by this contract.

**Working days:** Monday through Friday from 8:30 a.m. to 5:30 p.m., except for recognised national public holidays.

# 2. Scope

**2.1.** These general terms and conditions apply to all orders, tenders and contracts relating to the services to the extent that the parties have not expressly specified otherwise in writing. These general conditions apply to the exclusion of the Customer's general conditions. The Customer is notified of the general conditions no later than when the SOF is provided. The general terms and conditions are also permanently available for consultation on Orange's website and/or can be requested by calling its Customer service department.

**2.2.** The Customer's placement of an order is to be considered an acceptance of these general terms and conditions and where applicable any specific conditions relating to a given service.

**2.3.** Should the provisions in the documents that comprise the contract contradict one another, the following order of precedence shall apply:

- The SOF.
- The annexes to the SOF (tender, rates, technical specifications, service level agreement, any specific conditions).
- The general terms and conditions.

**2.4.** Upon conclusion of the Contract the Customer is asked to provide information on the number of employees, in order to determine whether the Customer is a Micro-enterprise or a Micro-organisation without profit motive, a Small enterprise or a Small organisation without profit motive or a Medium-sized enterprise, or does not fall under one of these categories. The segmentation of the enterprise or organisation of the Customer is determined on the basis of this information communicated by the Customer upon conclusion of the Contract. The Customer declares on his honour that the communicated information is truthful. The Customer will at first request of Orange Belgium s.a. produce an official certificate of the number of full-time employees (or equivalents). Orange Belgium will maintain this segmentation during the full term of the relevant Contract with the Customer.

# 3. Conclusion and duration of the contract

**3.1.** In placing an order, the Customer agrees to purchase the services in question. The Customer places an order by sending Orange Belgium s.a. two signed original copies of a completed SOF, including annexes. If Orange Belgium s.a. does not respond within eight (8) working days of receiving the order, the order is considered as having been accepted.

**3.2.** The Agreement comes into force on the date Orange Belgium s.a. signs the Contract. Orange Belgium s.a. enters this signature date on the Contract. The Agreement is concluded for the term mentioned on the Contract, which is either an unlimited term or a fixed term.

For Contracts with a limited term of longer than 24 months, Customers that are Micro-enterprises, Small enterprises, Micro-organisations without profit motive or Small organisations without profit motive must, at the time of conclusion of the Contract, have explicitly and freely consented to exceed the initial term of twenty-four months.

The term starts on the date of the first invoice. Following expiry of the fixed term laid down in the Contract, the Contract shall be tacitly renewed for an indefinite period.

**3.3.** The Contract may be terminated by either Party at any time by any written means and without specification of reasons.

In case of cancellation by the Customer with a maximum of 9 employees, the Contract is terminated at a time chosen by the Customer, even if this is immediate. The other Customers respect a cancellation period of at most one month. The Customers shall also respect the provisions of article 17.1.

Depending on the case, Orange Belgium s.a. shall terminate the relevant Service at the end of the cancellation period or at the moment desired by the Customer and, if immediate termination is requested, as soon as technically possible. Orange Belgium s.a. sends a written confirmation of the termination to the Customer.

In case of cancellation by Orange Belgium s.a., Orange Belgium s.a. shall respect a one-month notice period.

**3.4.** Orange Belgium s.a. can ask the Customer to submit the following documents before entering into the contract:

- Identity card.
- A copy of the articles of association published in the Belgian Official Journal as well as any changes made to them.
- Evidence of power of attorney or representation for a legal person or de facto association.

**3.5.** Orange Belgium s.a. reserves the right not to enter into a contract in the following cases:

- Technical reasons do not permit or do not reasonably permit it to deliver the services.
- The Customer has not fulfilled his obligations under another contract relating to the services.
- The technical or other information that the Customer provides to Orange Belgium s.a. for delivering the service is incomplete or incorrectly entered.
- The Customer's creditworthiness is questionable.

**3.6.** Each indication of a term of delivery, provided in whatever document, is only indicative. Orange Belgium s.a. undertakes to complete the order within a reasonable period. The completion lead time will be fixed by agreement with the Customer by location and by type of access within the framework of a project and will depend notably on such contingencies as the technical facilities present and operational at the Customer's site and any changes or modifications that must be made to them to permit delivery of the services ordered.

**3.7.** If, ultimately, a failure to fill the order is the result of circumstances attributable to the Customer, the latter shall be required to reimburse all the costs that Orange Belgium s.a. has incurred at Orange's customary rates and/or upon simple presentation of invoices or other documentary evidence.

**3.8.** Orange Belgium s.a. retains the right to demand, at the time of entering into the contract as well as during its course, that the Customer provide reasonable security – in the form of a guarantee or bank bond. Upon the Customer's failure to pay the guarantee or provide the bank bond within the requested period, Orange Belgium s.a. can refuse to enter into the contract or may terminate it with immediate effect without the Customer having a right to any compensation.

## 4. Service Level

The service level to be provided is described in the corresponding service level agreement (if applicable) that is appended to the SOF. This last has a bearing on, but is not limited to, the completion lead time, the availability of the Service(s) and the manner in which problems can be reported.

## 5. Orange's obligations

**5.1.** Orange Belgium s.a. agrees to employ its skill and care to provide the Customer with the best possible quality of service. When service(s) are interrupted, the Customer must notify Orange Belgium s.a. of this as quickly as possible after which Orange Belgium s.a. will do all it can to restore service/ the services as speedily as possible. A Customer Services department is made available to the Customer; it provides, as necessary, assistance with the Service. The obligations and procedures are described in the Service Level Agreement of the eventual application. The Customer Services contact details are found on the SOF and on Orange's website.

**5.2.** The maintenance and evolution of Orange's network can require Orange Belgium s.a. to restrict or suspend its service(s). Orange Belgium s.a. agrees to limit the duration of such restrictions or suspensions to the time strictly needed to carry out these tasks and to notify the Customer about them in advance using every suitable means to do so in cases when these tasks will have an impact on the service(s), except when force majeure makes this impossible.

## 6. The Customer's obligations

**6.1.** The Customer agrees to fulfil the contract taking Orange's interests into account. The Customer shall do nothing that could hinder Orange Belgium s.a. from delivering the service(s).

**6.2.** The Customer shall provide Orange Belgium s.a. with all the information that it needs to deliver the service(s). This includes but is not limited to promptly reporting changes to all relevant Customer data. Moreover, Orange Belgium s.a. must be notified promptly of all changes to this information so that it remains able to deliver services correctly.

**6.3.** The Customer agrees not to disrupt or hamper the operation of the service.

**6.4.** The Customer is responsible for the use of the service and agrees to use it only for lawful purposes and in keeping with generally accepted norms and customs and not to act contrary to public order.

**6.5.** The Customer undertakes to comply with the specific (e.g. operational, qualitative, legal or safety) instructions regarding use of the service.

## 7. Orange Equipment

**7.1.** It is possible that Orange Belgium s.a. will install and make available for the Customer's use Equipment to enable delivery of the service(s). The price for this is set separately.

**7.2.** Orange Equipment remains Orange's exclusive property at all times. The Customer may not sell or lease part or all of the

Equipment, for profit or for free, to any third party whatsoever. The sale or lease by the Customer is grounds for Orange Belgium s.a. to terminate the agreement without prejudice to Orange's right to demand compensation.

**7.3.** The Customer shall notify third parties that lay claim to the Equipment or who seek to execute a judgement – such as seizure – of Orange's ownership. The Customer shall notify Orange Belgium s.a. of this immediately, and certainly within three (3) working days.

**7.4.** Orange Belgium s.a. or installers that it has engaged shall install the Equipment at a location to be agreed with the Customer. Everything possible will be done to set the time of installation, programming and maintenance in consultation with the Customer. The Customer must provide a suitable place for the installation of the Equipment; this includes standard power supply and safe wall sockets.

**7.5.** The Customer must treat Orange Belgium s.a. Equipment with suitable care and notify Orange Belgium s.a. in the event of loss, theft or damage. The Customer is liable for all damage to the Equipment as of the date the Equipment is delivered to the Customer unless the damage is the result of incorrect

actions attributable to Orange Belgium s.a. The Customer shall take out suitable insurance for this purpose. The compensation shall be equal to the purchase price of the Equipment. If the Customer is unable to provide evidence of this insurance, Orange Belgium s.a. is entitled to take out insurance at the Customer's expense.

**7.6.** The Customer may not alter, relocate, open or adapt or influence Orange Belgium s.a. Equipment in any other way without Orange's express written permission. The Customer guarantees Orange Belgium s.a. easy access to the places where the Equipment is located at any reasonable time so that Orange Belgium s.a. can install, repair or maintain the Equipment. Should the Customer fail to do so, Orange Belgium s.a. cannot be held liable for the service's operation.

**7.7.** When the contract is terminated, the Customer remains responsible for the Equipment until a Orange employee comes to uninstall and remove it.

## 8. Data Terminal Equipment

**8.1.** The Customer will connect only approved and properly operating data terminal equipment. To this end, the Customer shall comply with the prevailing pertinent technical regulations.

**8.2.** The Customer must disconnect all data terminal equipment that is not approved or that does not operate properly or when its use in some other way hampers or disrupts the operation of the service; the Customer must do so as soon as he ascertains or reasonably should have ascertained this or when Orange Belgium s.a. requests the Customer to do so. Every breach of this provision can be grounds for Orange Belgium s.a. to suspend and possibly terminate the contract.

## 9. Rates

For its services, Orange Belgium s.a. will charge the rates found on the price list and/or on the SOF for the services.

## 10. Invoicing and terms of payment

**10.1.** Orange Belgium s.a. is entitled to issue an invoice as of the time the Customer accepts the service. If the Customer fails to accept within 5 working days of Orange's request for acceptance, Orange Belgium s.a. will consider the service as having been accepted. Orange Belgium s.a. will send to the Customer or to a third-party payer indicated by the Customer a monthly invoice for the services provided to the Customer. This does not release the Customer from the obligation to pay when the third-party payer is in default. The third-party payer acquires no right at all to the service(s). Invoices must be paid within thirty (30) days of the invoice date by bank transfer to an account that Orange Belgium s.a. shall designate.

**10.2.** If the Customer leaves his residence or company or transfers them without terminating or transferring the contract, the Customer will remain responsible for paying the sums owed and for the use of the service(s).

**10.3.** When the Customer has not received the invoice, he must afterwards pay the invoice amount that Orange Belgium s.a. shall communicate. A duplicate can be sent at the Customer's request. A fee can be charged for this as of the second duplicate. An overview of any additional costs that might be claimed by Orange Belgium s.a. is available on the website of Orange Belgium s.a. ([www.orange.be](http://www.orange.be)).

**10.4.** Orange Belgium s.a. reserves the right to set an earlier payment date or to change the frequency of invoices in cases such as exceptional volumes or reduced confidence in creditworthiness. Furthermore, Orange Belgium s.a. can request that an advance be paid on the monthly invoice if the magnitude of the amount to be invoiced justifies this or when there is a suspicion of fraud or serious doubt regarding the Customer's solvency.

**10.5.** In the event that payment is delayed, the invoiced amount is automatically, de jure and without prior notice of default augmented by the interest due on delayed payment; this sum is equal to the legal interest rate to which is added a damages provision of 15% with a minimum of €100.

In the event of Orange Belgium s.a. failing to pay any amounts or reimbursement settlements agreed within the framework of the service quality or an unresolved security incident due to the Customer within the agreed payment term, the Customer is entitled to equivalent default interests at the statutory interest rate, as well as, if the Customer would be obliged to outsource the recovery of the outstanding invoice amount to a third party, a lump-sum compensation for damages that amounts to 15% with a minimum of €100.

**10.6.** When payment has not been received by the expiration of the term of payment, Orange Belgium s.a. will send a reminder. In that case, default fees can be charged (rates on [orange.be](http://orange.be)), without prejudice to Orange Belgium s.a.'s right to demand full payment of all outstanding amounts. If the Customer fails to respond to Orange Belgium s.a.'s written summons, which grants one week to remedy the situation, Orange Belgium s.a. may, by operation of law and without any further notice of default or damages, immediately suspend the provision of Orange services to the Customer, except in the event of a valid dispute by the Customer regarding the invoiced amount.

If Orange Belgium S.A. decides to suspend the contract as a result of non-payment by the Customer, Orange Belgium S.A. shall limit its Service to a minimum. In such case, the Customer may only

- receive incoming calls and make outgoing calls to the emergency services,
- access the fixed Internet at an upload and download speed equal to the speed that the Customer receives according to the Agreement when his Internet volume is exceeded or, if such continuation is not provided for in the Agreement, at an upload and download speed of no more than 256 kbps.

Such minimum performance cannot be permanently guaranteed if invoices remain unpaid or if the Customer is consistently late in paying them, in particular if the Customer has already benefited from the minimum performance scheme in the course of the previous 12 months or if the connection has already been suspended in the course of the previous 12 months. In the event of failure to pay any outstanding amounts, Orange Belgium s.a. may terminate the Orange Services in accordance with article 16.

## 11. Challenging the invoice

**11.1.** If the Customer is of the opinion that the invoiced amount is incorrect, he must notify Orange Belgium s.a. of this within twenty (20) days of the invoice date citing the heading and the disputed amount. As of that time, the Customer is considered to have irrevocably accepted the invoice.

**11.2.** The obligation to pay the disputed sum is suspended; the undisputed amount must be paid within the normal period. If Orange Belgium s.a. rejects the complaint, the disputed amount is immediately due and payable.

**11.3.** If upon examination Orange Belgium s.a. discovers that the objections were unfounded, Orange Belgium s.a. has the right to invoice any costs it may have incurred.

## 12. Liability

**12.1.** Orange Belgium s.a. is not liable for damage resulting from the service's interruption or malfunctioning unless this is due to a deliberate act or serious misconduct.

**12.2.** Orange Belgium s.a. is liable in the event of tardiness in establishing the service(s) and remedying malfunctions within the conditions set forth and up to the boundaries set in the service level agreement covering this service/these services.

**12.3.** Orange Belgium s.a. can only be held liable for the service(s) it delivers. Its liability ceases at the service access point described in the service level agreement for each service. In no case is Orange Belgium s.a. liable for the way in which the Customer uses the service(s) and related amenities that Orange Belgium s.a. provides nor for any damage that the Customer may suffer as a result of failure to fulfil his obligations.

**12.4.** Orange Belgium s.a. is not liable for the content of voice and/ or data communication. Nor is Orange Belgium s.a. responsible for the actions or omissions of others providing telecommunication services or for errors or defects in their equipment.

**12.5.** Orange Belgium s.a. cannot be held responsible for delays or defects in the service when these are the result of force majeure. Examples of this are war, rebellion, riots, popular movements, actions by civilian or military governments, embargos, explosions, strikes or social conflicts (including those in which Orange's staff is involved), floods, continuous frost, fire, storms or the actions of third parties.

**12.6.** If Orange's liability is demonstrated, its (contractual and extra-contractual) liability will be restricted to repairing foreseeable, direct, personal and irrefutable damage to the Customer, to the exclusion of all indirect or immaterial loss such as, but not

limited to, pure financial loss, loss of profit, loss of Customers, loss of or damage to data and the loss of contracts. In all cases where Orange Belgium s.a. is liable, its liability to the Customer is limited to €25 000 per claim, with a maximum of €50 000 per year.

## 13. Protection of privacy

**13.1.** Orange Belgium s.a. processes the Customers' personal data, which are communicated by the Customer to Orange Belgium s.a. in order to enable Orange Belgium s.a. to ensure the performance of the Contract, in accordance with the applicable data protection legislations and regulations, including (i) the General Data Protection Regulation (2016/679), (ii) the national laws implementing the Directive on Privacy and Electronic Communications and (iii) any other regulations effective that may apply to Personal Data processed in the course of the performance of the Contract. These data can be processed for the following purposes:

- a) For Customer management and market studies.
- b) For drafting, collection and verification of invoices.
- c) For the contractual relation with the Customer.
- d) For informative or promotional actions about Orange's products and services.
- e) To compile a directory (online, on CD-ROM or some other medium) of the Customers of the Services ; this directory may be communicated to third parties; or to compile a directory of non-commercial URLs (personal homepages).

**13.2.** The personal data that the Customer provides to Orange Belgium s.a. is recorded in a file owned by Orange Belgium s.a. Orange Belgium s.a. manages this data file and is responsible for processing it. The Customer hereby consents to allow these data to be used for the aforesaid purposes.

**13.3.** The data subjects concerned by the data processing performed under the Contract can exercise the rights they hold under the applicable data protection legislation by sending a written, dated and signed request to Orange Belgium s.a. (privacy.officer@orange.be), accompanied by a copy of the identity card. The Customer can notably obtain free of charge a written overview of his personal data in the possession of Orange Belgium s.a. or obtain the rectification or erasure of these data if they are inaccurate, incomplete or no longer relevant.

## 14. Changes

**14.1.** Orange Belgium s.a. can change the terms and conditions of the Contract, and the price conditions or the technical specifications or characteristics of the Service(s) at any time. Orange Belgium s.a. agrees to use all available written means to notify the Customer of these changes. This notice is provided at least one (1) month before the changes take effect.

**14.2.** The Customer who does not accept modifications of the terms and conditions of the Contract that apply to the Customer in view of the Services that are activated or a price increase that applies to the Customer in view of the Services that are activated, is entitled to cancel the Agreement, at no expense and in writing, at the latest three months after notification of the modifications, unless the proposed modifications are demonstrably to the exclusive benefit of the Customer, are strictly administrative in nature and have no negative consequences for the Customer or are directly imposed by or pursuant to legislation that leaves operators no choice in terms of implementation or if the said Contract provides for an increase linked to the consumer price index.

## 15. Transfer

**15.1.** The Customer may not transfer the contract or any part of it without Orange's prior written consent. The transfer transfers all rights and obligations under the contract to the transferee, who accepts them. The transferee and transferor must provide Orange Belgium s.a. with a document signed by both testifying to the transfer of the contract.

**15.2.** Orange Belgium s.a. can transfer the contract or part of it to another company in the Orange group.

## 16. Suspension and termination by Orange Belgium s.a.

**16.1.** Orange Belgium s.a. is entitled to suspend the execution of the contract, in some cases without warning, if:

- a) The Customer remains in default in any way regarding his obligations under the contract and this for more than 5 working days after being notified of this default.
- b) The Customer remains in default to pay on the expiry of the payment term, with application of the provisions of Article 10.6.
- c) Orange Belgium s.a. has evidence that the service is being abused by the Customer or someone else.
- d) A non-attributable failure or force majeure affects Orange Belgium s.a.; suspension occurs after advanced notification of it and its presumed duration is given, except in urgent cases when the notification will be made as quickly as possible. Non-attributable failures include actions by third parties whose intervention is necessary for delivery of the service(s).

The suspension ends when the Customer has fulfilled his obligations. Fees remain payable for the complete duration of the suspension.



**16.2.** Orange Belgium s.a. has the right to dissolve the contract ipso jure with immediate effect and without prior judicial intervention if:

- a) The Customer remains in default thirty (30) days after being notified of being in default with regard to his obligations under the contract.
- b) The Customer has been declared bankrupt or been granted a suspension of payment (this does not include: commencement or obtaining of judicial reorganisation).
- c) If a Service has to be permanently removed due to operational requirements. Orange Belgium s.a. shall inform the relevant Customers as soon as possible by any suitable means. The Contract for this Service shall rightfully end from the moment of removal of the Service without either party owing any damages.

**16.3.** Orange Belgium s.a. can terminate the Agreement in any written form and without mentioning the reason, as stipulated in Article 3.3.

## 17. Termination by the customer

### 17.1.

#### 17.1.1. Contract for a specified period

The Customer can terminate the contract prior to the termination of the initial period for whatever reason on the condition that he/ she sends written notice of this and pays a termination fee that is equal to:

- a) If applicable, 50% of the total amount of the agreed monthly costs times the number of months that the contract would have still run if it had not been terminated prematurely; and
- b) 50% of the total monthly volume that the Customer used (calling costs and other variable costs) times the number of months that the contract would have still run if it had not been terminated prematurely.

For a Customer with up to 9 employees maximum at the time of Agreement conclusion, this termination fee shall not be claimed after the end of the sixth month following the entry into force of the Agreement in question.

#### 17.1.2. Contract for an indefinite period

The Customer can always cancel the Contract in writing without mentioning the reason, as determined in Article 3.3.

**17.2.** The Customer has the right to dissolve the contract ipso jure with immediate effect and without prior judicial intervention if:

- c) Orange Belgium s.a. remains in default thirty (30) days after being notified of being in default with regard to his obligations under the Contract.
- d) Orange Belgium s.a. has been declared bankrupt or been granted a suspension of payment (this does not include: commencement or obtaining of judicial reorganisation).

Orange Belgium s.a. will be notified in writing of the Contract's termination; a motive will be given for the dissolution.

## 18. Relocation

**18.1.** The relocation of a service (i.e. changing the location of the Customer or one of the Customer's sites in cases where there are several) has no impact on the duration of the contract on the condition that the contract has at least 12 months to run at the time of the request for relocation; in other cases, the contract is extended by at least 12 months. All provisions in the contract regarding the service(s) supplied by Orange Belgium s.a. remain in force.

**18.2.** The request for relocation must be sent by registered mail and must contain all germane technical information about the Customer's new site or location. Orange Belgium s.a. must expressly approve a request for relocation; in granting approval, Orange Belgium s.a. retains the right to refuse the request for technical, financial or other reasons. This agreement is signed by both parties via a written addendum to the contract.

## 19. Orange actions in the case of incidents affecting security and integrity

Orange commits to equipping the Orange IT and telecom network with safeguards designed to minimise the risk of abuse. However, Orange cannot exclude all forms of use abuse or abusive use of data. As with other incidents, incidents affecting security and integrity are dealt with by Orange's Operations Centre, which monitors incidents 24 hours/7 days and, where necessary, requests the assistance of technical experts.

## 20. Traffic monitoring and management procedures

Upon payment and request by the Customer, a mechanism ('MPLS') can be implemented for an IP VPN, making it possible to attribute a given service with a specific quality of service (example: video priority over mail). For IP VPN and Corporate Internet, access to a Customer's bandwidth usage report tool can be obtained upon payment and Customer request.

## 21. Complaints and resolution of disputes

**21.1.** If the Customer wishes to submit a complaint, he is requested to address this by fax, registered letter or secure mail to Orange Belgium s.a.'s Customer Service within fifteen (15) working days of the fact that gave rise to the complaint.

**21.2.** The Customer can turn to the Ombudsman for Telecommunication (Koning Albert II-laan 8 bus 3, B-1000 Brussel - tel.: +32 (0)2 223 09 09 - fax: +32 (0)2 219 86 59 - email: [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be) - website: [www.mediateurtelecom.be](http://www.mediateurtelecom.be)) that the Belgian Institute for Postal Services and Telecommunications has established by law. Only written complaints are handled. Complaints are only admissible when the Customer demonstrates that he/ she has already sought redress from Orange. The Ombudsman may refuse to treat a complaint when it relates to facts that took place more than one year prior to the submission of the complaint.

## 22. Applicable law and jurisdiction

**22.1.** All disputes on the interpretation or the application of the contract fall under the exclusive authority of the normal Belgian courts.

**22.2.** The provisions contained in the contract are subject to Belgian law.

## 23. Renunciation of rights

The fact that the one of the parties has, at any time, failed to demand a strict application of the demands of a provision of the Agreement, can in no instance be viewed as a renunciation of the rights which are at the disposal of that party. This fact in no way prevents this party from later on demanding a strict fulfilment of this provision or of any other provisions of the Agreement.

## 24. Severance clause

If any provision of the Agreement should be or become null and void, ineffective or unenforceable, then this does not prejudice the validity, effectiveness or enforceability of the remaining provisions of the Agreement, unless the Agreement cannot exist without that provision.