

# General Terms and Conditions

Smart Parking



## 1. Definitions

- **Orange Belgium nv:** Orange Belgium nv, with its registered office at Bourgetlaan 3, 1140 Brussels, with the company number 456.810.810.
- **Customer:** a natural person, legal person or unincorporated association with which Orange Belgium nv has entered into the contract to supply the service.
- **Hardware:** all hardware (sensors or cameras and accessories) necessary to be able to provide the Service.
- **Contract:** the contract that is drawn up in writing, completed and signed by the Customer to order the Service and any Options. It contains all the useful data to enable Orange Belgium nv to evaluate and, if appropriate, accept the order. The Contract also contains the prices of the Service and Options provided.
- **General Terms and Conditions:** this document containing the rights and obligations of Orange Belgium nv and the Customer.
- **Service(s):** the smart parking service as described in the description of the Smart Parking service. The Service is provided by Orange Belgium nv. to the Customer for the latter's own use or in order to be sold to Users as part of a Value Added Solution.
- **User:** is the end user of the Service.
- **Value Added Solution:** the services and/or products of the Customer, in which the Services are integrated, for the Customer's own use or to be offered commercially to the Users.
- **Agreement:** the Contract, the General Terms & Conditions, the Description of the Smart Parking Service, if appropriate, specific terms and conditions and any written amendment to this Agreement. All previous oral or written arrangements and agreements with regard to the object of this Agreement are deemed to be non-existent and replaced by this Agreement.
- **Working Days:** Monday to Friday inclusive, from 08.00 to 17.00 hrs, except official national public holidays.
- **Parking Space:** space reserved for the parking of a vehicle, irrespective of the number of wheels, whether it is intended for transport of goods or one or a large number of persons, where the Service is installed.
- **Contract Value:** The total amount to be invoiced to the Customer during the fixed term as defined in the agreement consisting of the activation fee, the one-off costs and the monthly subscription costs.
- **Options:** "Value added modules" as defined in the Description of the Smart Parking service
- **Smart Parking Portal:** The virtual environment that provides access to the Smart Parking cloud service.

## 2. Scope

**2.1.** These General Terms and Conditions apply to all orders, price quotes and Agreements with regard to the Service(s), unless the parties expressly agree otherwise in writing. These General Terms and Conditions exclude the application of the Customer's own general terms and conditions. The General Terms and Conditions will be notified to the Customer with the Contract if not before. The General Terms and Conditions are available at any time on the website, and may be obtained by calling the Customer Service.

**2.2.** The fact of the Customer placing an order shall be deemed as acceptance of these General Terms and Conditions and any specific terms and conditions relating to the Service.

**2.3.** In the case of conflict between the clauses in the documents that collectively form the Agreement, the following sequence of precedence shall apply:

- the Contract,
- the appendices to the Contract (Description of the Smart Parking Service, any specific terms and conditions),
- the Smart Parking General Terms and Conditions.

## 3. Contract Formation and Term

**3.1.** The Customer undertakes to purchase the Service concerned by placing an order. The Customer may place an order by completing and signing the Contract and its appendices and returning them to Orange Belgium nv. If Orange Belgium nv does not respond within eight (8) working days of the order, that order shall be deemed to have been accepted, without prejudice to Article 3.4.

**3.2.** The Agreement shall enter into force on the date of signature of the Contract by the Customer. It is entered into for a fixed term as mentioned on the Contract. This term will start as from acceptance of the Service. After expiry of the agreed term, the Agreement shall be renewed by tacit consent for an indefinite period and the Contract may be terminated by either Party at any time in writing, and without requirement to state reasons. In case of termination by the Customer, the Contract will end at the time chosen by the Customer, which may even be with immediate effect. Orange Belgium nv will then shut down the Service concerned as soon as technically feasible, and send the Customer written confirmation. In case of termination by Orange Belgium nv, a one-month notice period will be observed by Orange Belgium nv. The term of the Agreement also applies for any extensions of the Service (addition of Parking Spaces for the Customer or an associated entity). Any amendment to the signed Agreement is subject to Orange Belgium nv's prior approval and the right to charge an administration fee. Failing written approval by Orange Belgium nv of the amendment, the Customer shall continue to respect the signed Agreement and remains liable to pay the agreed Contract Value.

**3.3.** Orange Belgium nv may request the Customer to produce the following documents before entering into the Agreement:

- identity card
- a copy of the articles of association published in the Belgian Official Gazette as well as any amendments made;
- proof of power of attorney or representation of a legal person or unincorporated association.

**3.4.** Orange Belgium nv reserves the right not to enter into an Agreement in the following cases:

- technical reasons that do not allow the Service to be provided at all, or not in a reasonable manner; Orange Belgium nv's commitment to activate a Contract is entered into under the condition precedent of confirmation by Orange Belgium of adequate mobile coverage during preparation of the installation plan or the actual installation of the Hardware.
- if the Customer does not fulfil the obligations imposed on him under another contract relating to the service provision;
- the technical or other data supplied by the Customer to enable Orange Belgium nv to provide the Service is incomplete or incorrect;
- there is doubt about the Customer's creditworthiness.

**3.5.** Any indication of a delivery date, in any document whatsoever, is for information purposes only. Orange Belgium nv undertakes to implement an order within a reasonable period. The implementation period shall be decided in consultation with the Customer per location in the context of a project and depends, inter alia, on the technical facilities that are present and operational at the Customer's premises, and on any changes or adaptations required to allow the provision of the Services ordered.

**3.6.** Orange Belgium nv reserves the right both when entering into the Agreement and during the term of the Agreement to seek reasonable assurances - in the form of a financial or bank guarantee - of fulfilment of the Customer's obligations. In the event of non-payment of the guarantee or provision of a bank guarantee within the specified period, Orange Belgium nv may refuse to enter into the Agreement or terminate the Agreement with immediate effect, without the Customer being entitled to any compensation.

## 4. Level of Service Provision

The Services of Orange Belgium are implemented based on an obligation to employ its best endeavours, unless and to the extent that Orange Belgium has expressly committed itself to achieve a specified result in the written agreement. Agreements with regard to a service level must always be recorded expressly in writing and confirmed by Orange Belgium.

## 5. Obligations of Orange Belgium nv

**5.1.** Orange Belgium nv undertakes to use its expertise and diligence to provide the Customer with a Service of the best possible quality. Orange Belgium nv endeavours to provide a quality Service with continuous availability 7 days per week and 24 hours per day (except during periods of maintenance announced in advance, and during regular reboots as a precautionary measure), without breaks in service and without loss of quality. Due to the nature of the Service, however, this result cannot be guaranteed. In the event of disruption of the Service(s), the Customer must inform Orange Belgium nv as soon as possible and Orange Belgium nv will make every effort to restore the Service(s) as soon as possible. A customer service is at the Customer's disposal to provide the necessary advice for the Service. The details of the customer service are shown in the Contract.

**5.2.** The maintenance and development of the Orange network and Service(s) may oblige Orange Belgium nv to limit or suspend the Service(s). Orange Belgium nv undertakes to restrict any such limit or suspension to the time strictly necessary to carry out that work and to inform the Customer about it in advance by any appropriate means if these works will have an impact on the Service(s), unless that proves impossible due to a case of force majeure.

**5.3.** If it is agreed that the Service will be provided in various phases, then Orange Belgium nv has the right to suspend the start of a subsequent phase until the Customer has approved the results of the preceding phase in writing and full payment has been received for the preceding phase.

**5.4.** In providing the Service, Orange Belgium nv is only obliged to comply with the promptly given and reasonable instructions of the Customer, if this is expressly agreed in writing.

## 6. Obligations of the Customer

### 6.1. Value Added Solutions

The Customer can integrate and implement the Service into his products and/or services, as part of a Value Added Solution, in order to use this solution himself or offer it commercially to Users. The Customer agrees not to resell, resupply or otherwise distribute the Service for purposes other than the Value Added Solution without Orange Belgium nv's advance written consent.

The Customer agrees to take all reasonable steps in order to guarantee that the Users and their possible customers are aware of and act in conformity with the provisions of the Agreement. The Customer acknowledges that a breach of the Agreement by a User constitutes a breach by the Customer.

If the Customer sells the Service as part of a Value-Added Solution to Users, the Customer shall also comply with the following provisions:

a) He shall at his own expense make commercially reasonable efforts to promote the Value Added Solutions and to otherwise create a market for these solutions. These efforts may consist, without limitation, of sales visits, advertising and participations

in trade fairs and exhibitions, and the purchase and display of demonstration units relating to the Service. All marketing and promotional activities and all materials that the Customer uses in relation to the Value Added Solution and which are not provided by Orange Belgium nv and that bear the Orange brands must correspond with Orange Belgium nv's written brand guidelines. Moreover, the Customer must submit samples of such materials to Orange Belgium nv at Orange Belgium nv's request, in order to protect Orange Belgium nv's rights on its brands. The Customer shall comply with all legal requirements that apply to promotion and marketing vis-à-vis customers and he shall avoid fraudulent, misleading, illegal and unethical practices with regard to the marketing and promotion of the Value Added Solution.

b) He shall develop the capacities to effectively commercialise and sell the Value Added Solution. This includes, but is not limited to, the fact that his personnel receives training from Orange Belgium nv and learns to make use of the sales tools furnished by Orange Belgium nv.

**6.2.** The Customer undertakes to perform the Agreement taking account of the interests of Orange Belgium nv. The Customer shall not hinder Orange Belgium nv in any way in providing the Service, or disrupt or impair the operation of the Service.

**6.3.** The Customer shall provide Orange Belgium nv with all the information it needs to provide the Service. That includes: prompt notification of changes of all relevant data relating to the Customer. Moreover, Orange Belgium nv must be informed promptly of any change with regard to that information, so that proper service can continue to be provided.

**6.4.** If the Customer uses his own employees to cooperate in the performance of the Agreement, those employees must be available and have the necessary know-how, experience and skills.

**6.5.** If the employees or subcontractors of Orange Belgium nv do work at the Customer's premises, the Customer shall provide them at no cost with the necessary facilities, such as an electricity supply from the low voltage power outlet at the Customer's premises. The facilities must meet all the applicable legal requirements and other rules and regulations concerning working conditions. The Customer shall hold Orange Belgium nv harmless against claims by third parties, including by employees/subcontractors of Orange Belgium, who sustain an injury in the performance of the Agreement as a consequence of an action or omission by the Customer or due to an unsafe situation in his organisation. The Customer must inform the employees of Orange Belgium in good time about the safety rules applicable in his organisation.

**6.6.** The Customer is responsible for the use of the Service and undertakes to use the Service only for authorised purposes and in accordance with accepted standards of decency, and not to act contrary to public order.

**6.7.** The Customer undertakes to comply with the specific instructions (including operational, quality, legal or safety) concerning the use of the Service. The Customer must follow the reasonable instructions of Orange Belgium nv to obtain and maintain the best quality of Service.

**6.8.** The Customer shall appoint a project manager who will function as a Single Point of Contact during the project acceptance phase. This project manager shall be present during the kick-off meeting which is organised at the start of the implementation of the order. This project manager shall also ensure that all the arrangements agreed during this kick-off meeting are respected by the Customer. Non-compliance by the Customer with the arrangements agreed entitles Orange Belgium to start invoicing even

if the acceptance testing of the Service has only been carried out partially or even not at all, for reasons attributable to the Customer.

## 7. Hardware

**7.1.** Orange Belgium nv sells and installs certain Hardware for the purpose of providing the Service(s). The risk of loss and theft of and damage to the Hardware is transferred to the Customer once the Hardware is delivered to the Customer. If a transport contractor is used for the delivery (regardless of whether this is done at the request or on the instructions of the Customer), the risk of loss, theft or damage will be transferred to the Customer once the Hardware is handed over to the transport contractor.

The installation of the Hardware shall be carried out by Orange Belgium nv or by installers brought in by Orange Belgium nv at a location to be agreed with the Customer. The timing of installation, programming and maintenance will be decided in consultation with the Customer.

If the Customer has opted for the Do It Yourself option, the Hardware will be delivered to a location agreed in writing by the Customer. Orange Belgium nv shall inform the Customer as soon as possible of the date when it or the transport contractor plans to deliver the Hardware. The delivery dates and times quoted by Orange Belgium nv are always for information only.

The Customer shall arrange for a suitable place for installation of the Hardware with all the facilities necessary before the Hardware is delivered, and shall comply with all instructions from Orange Belgium nv required for the installation.

**7.2.** Additional work: If the installer is prepared to carry out additional work which does not form part of the installation covered by the Agreement, this falls entirely under the responsibility of the installer and the Customer. The installer shall draw up a price quote, and if the Customer accepts this price quote, the installer shall carry out the works. The costs must be paid directly by the Customer to the installer. Orange Belgium nv is not a party to this arrangement, and these costs will not appear on the Orange invoice.

**7.3.** The Customer is not entitled to connect hardware and systems not supplied by Orange Belgium nv to the Hardware sold by Orange Belgium nv to the Customer, and may not install any software on the Hardware that was not supplied by Orange Belgium nv. The Customer is liable for the costs of testing and correction of faults that arise due to the connection of hardware or installation of software not supplied by Orange Belgium nv.

**7.4.** The Customer shall inform Orange Belgium nv immediately if a fault occurs in the Hardware.

**7.5.** The Customer may not alter, move, open or otherwise change and/or influence the Hardware without express prior written permission from Orange Belgium nv. The Customer guarantees Orange Belgium nv easy access to the places where the Hardware is located at any reasonable time, to allow Orange Belgium nv to install, repair or maintain the Hardware. Failing that, Orange Belgium nv cannot be held liable for the operation of the Service.

**7.6.** Orange Belgium nv gives a standard warranty of one year and, if this is chosen by the Customer at the start of the Contract, a premium warranty during the fixed term of the Agreement as described in the Description of the Smart Parking Service. The premium warranty must be chosen when entering into the Contract, and applies to all the Hardware delivered under the Contract. If the Customer subsequently switches to the standard warranty programme, that also applies to all the Hardware delivered under

the Contract. The date of activation of the Hardware, as mentioned in the Smart Parking Portal shall serve as the start date of the warranty period. The warranty obligation will lapse if the faulty Hardware is entirely or partly the consequence of incorrect, careless or inexpert use by the Customer, or due to external causes such as fire damage or vandalism, or if the Customer has made or caused alterations to the Hardware or the parts supplied by Orange Belgium nv without the permission of Orange Belgium nv.

If the Customer opts for a Do It Yourself (DIY) installation, the Customer must follow the installation guidelines as laid down in the installation manual. Otherwise, the Customer shall lose the right to the warranty (even if the premium warranty was chosen).

During the standard warranty period of 1 year the following rules apply:

- in case the Customer opted for the DIY installation, the Customer must return the Hardware at its own expenses. If the warranty is applicable for the concerned Hardware, a working version of this Hardware will be sent to the Customer free of charge.

- in case of a non-DIY installation, if the warranty is applicable the Hardware is repaired on-site, the travel costs will be charged to the Customer.

During the premium warranty period, the following rules apply: All repair expenses under warranty are covered, transport and shipping costs will in such case be covered. If the warranty is not applicable, travel expenses, working hours and the cost of the faulty equipment will be charged to the Customer.

## 8. Orange Software and Documents

**8.1.** No transfer shall take place of the intellectual property rights to the software and the documents relating to that software which Orange Belgium nv makes available to the Customer in connection with the Service and/or Option. This concerns software and documents of which Orange Belgium nv is the owner or for which Orange Belgium nv holds the necessary distribution rights and which enable access to a Service/Option (this software and documents are subsequently referred to collectively as 'Orange Software'). The Customer receives an ordinary, non-exclusive and non-transferable user licence for using the Orange Software for the purposes and within the limits laid down in the Agreement.

**8.2.** The user licence referred to in Article 8.1 is granted to the Customer exclusively for the use of the Service by the Customer and by the other end users to whom the Customer has made the Service available. The Customer undertakes not to transfer the Orange Software or to hire it out to third parties and not to let third parties use it in any way.

**8.3.** The Customer undertakes not to make any copies of the Orange Software or have copies made. He undertakes not to subject the Orange Software to any decompilation, analysis or reverse engineering, or create any derivative software, or use the software in any other way than that foreseen in the Agreement.

**8.4.** If the Customer sells the Service as part of a Value-Added Solution to Users, the Customer shall guarantee that the Value Added Solution does not infringe the intellectual property rights of any third party. The Customer shall fully indemnify Orange Belgium nv against loss, costs, expenditures, claims or monetary obligations, both directly and indirectly as a result of a claim from a third party against Orange Belgium nv on the basis of the assertion that the Value Added Solution infringes such intellectual property rights. Orange Belgium nv shall inform the Customer as quickly as possible of infringements, presumed infringements or alleged infringements by the Value Added Solution of the intellectual property rights of a third party.



**8.4.** As long as the Orange Software is at the Customer's disposal, the Customer is solely liable for:

- any use of the software and the consequences of that use;
- any loss, theft of or damage to the Orange Software, regardless of the cause, apart from a deficiency in the software itself or in the Service offered by Orange Belgium nv.

Faults will be resolved remotely or from a location determined by Orange Belgium nv. Orange Belgium nv is entitled to install temporary solutions, program work-arounds or restrictions that avoid problems in the software.

**8.5.** The Customer must accept the licence conditions for the relevant software on the installation of the Orange Software.

**8.6.** Article 8 continues to apply in full if Orange Belgium nv sells a copy of the Orange Software to the Customer.

## 9. Training Sessions

**9.1.** One training session, as mentioned in the Description of the Smart Parking Service, at a time agreed with the Customer, is included in the Service.

**9.2.** If a Customer wishes to make a change to a booking after it has been confirmed by Orange Belgium nv, Orange Belgium nv will do its best to accede to that request, which must be made in writing. If the Customer cancels the training session, the Customer must send Orange Belgium nv a cancellation letter fifteen (15) calendar days before the start of the course concerned. The Customer must send the cancellation letter for the course to [matmasupport@orange.be](mailto:matmasupport@orange.be). If the cancellation letter is not received at least fifteen (15) days before the start of the course, the Customer shall pay the whole fee for the course.

**9.3.** If Orange Belgium nv changes the date and/or the content of a training session, it shall notify the Customer of this as soon as reasonably possible. The Customer will then have the choice of accepting the change or agreeing an alternative date with Orange Belgium nv. Orange Belgium nv always reserves the right to cancel a training session. The Customer will then have the choice of accepting the change or agreeing an alternative date with Orange Belgium nv. Orange Belgium nv has the right to change the personnel for any training session without informing the Customer about it, before or during a session.

**9.4.** All course materials generated for use by the Customer, can be used for authorised internal use, but may not be reproduced or distributed or used for other purposes without the prior written permission of Orange Belgium nv. Any useful concepts, methods, procedures, processes and improvements of any nature whatever, made or developed during the provision of a training session, will remain entirely the intellectual property of Orange Belgium nv.

## 10. Charges

Orange Belgium nv shall invoice the charges for the Service(s) concerned, as shown in the Contract for the Service(s) concerned.

## 11. Invoicing and Payment Terms

**11.1.** Orange Belgium nv invoices a part of the one-off costs, as mentioned on the Contract, upon receipt of the Contract signed by the Customer and its acceptance by Orange Belgium in accordance with Article 3.1. Orange Belgium nv is entitled to issue invoices for the other costs (activation, remaining portion of one-

off costs, subscription costs), as from acceptance of the Service by the Customer.

Failing acceptance by the Customer within 5 working days after the request for acceptance from Orange Belgium nv, the Service is deemed by Orange Belgium nv to have been accepted by the Customer.

Orange Belgium nv shall send a monthly invoice for the Service(s) provided to the Customer or a third party payer designated by the Customer. If the later remains in default of payment, that does not release the Customer from his payment obligation. The third party payer does not acquire any rights whatever to the Service(s) provided. The invoices are payable within thirty (30) days after the date of issue of invoice, to the account number stipulated by Orange Belgium nv.

**11.2.** If the Customer has not received the invoice, he must subsequently pay the amount of the invoice notified by Orange Belgium nv. At the Customer's request, a duplicate will be provided. As from the issue of a second duplicate, a fee will be charged for doing this. A summary of any additional costs that Orange Belgium nv can recover is available on the Orange Belgium nv website ([www.orange.be](http://www.orange.be)).

**11.3.** Orange Belgium nv reserves the right to stipulate an earlier payment date or to invoice at a different frequency, inter alia in the event of exceptional volumes or for reasons of creditworthiness. Orange Belgium nv may also request an advance against the monthly invoice if the size of the amount to be invoiced justifies this, or if there is a presumption of fraud or a serious doubt about the Customer's ability to pay.

**11.4.** In case of late payment, the amount of the invoice will be increased automatically, by operation of law and without prior notice of default, by interest on overdue payment equal to the statutory rate of interest, and if Orange Belgium nv is inclined to outsource recovery of the outstanding invoice amount to a third party, to charge a penalty of 15% with a minimum of 62 €. If Orange Belgium nv remains in default of payment of any amounts owed to the Customer within the agreed payment term, the Customer is entitled to equivalent statutory interest and, if the Customer is inclined to outsource collection of the outstanding invoice amount to a third party, fixed-rate compensation of 15% of the total amount owed with a minimum of 62 euros and a maximum of 250 euros.

**11.5.** In the event of non-payment on expiry of the payment term, Orange Belgium nv shall send a reminder. In that case, a reminder fee will be charged (rates on [orange.be](http://orange.be)). Orange Belgium nv may decide at that time to suspend or cancel the Agreement/provision of the Service(s) without notice or compensation, without prejudice to the rights of Orange Belgium nv to demand full payment of all outstanding amounts.

## 12. Challenging an invoice

**12.1.** If the Customer is of the opinion that the amount invoiced is incorrect, Orange Belgium nv must be notified in writing within twenty (20) days after the invoice date, and mention the disputed item and amount. After expiry of that date, the Customer is deemed to have accepted the invoice irrevocably.

**12.2.** The obligation to pay the disputed amount will then be suspended, but the undisputed amount must be paid within the normal period. In the event of the complaint being rejected by Orange Belgium nv, the disputed amount will become payable immediately.

**12.3.** If, after investigation by Orange Belgium nv, the complaint appears unfounded, Orange Belgium nv is entitled to charge for any costs that it has incurred.

## 13. Liability

**13.1.** Orange Belgium nv is not liable for damages sustained as a consequence of the Service not working or not working properly, unless there is wilful misconduct or serious negligence on the part of Orange Belgium nv.

**13.2.** Orange Belgium nv can only be held liable for the Service(s) that it provides. Under no circumstances is Orange Belgium nv liable for the way in which the Customer uses the Service(s) provided by Orange Belgium nv and related facilities, nor for damages sustained by the Customer as a consequence of the Customer failing to fulfil his obligations. It is the Customer's sole responsibility to assure that if the Service partially or completely fails no life-threatening situations can occur. Measures must be taken by the Customer to avoid life-threatening situations such as (non-exhaustive list) foreseeing back-up mechanisms, training of the Customer's employees and contractors, ...

**13.3.** Orange Belgium nv is not liable for the content of the voice and/or data communication. Neither is Orange Belgium nv liable for the actions or omissions of other providers of telecommunications services or for faults or defects in their hardware.

**13.4.** Orange Belgium nv cannot be held liable for delays or deficiencies in the provision of the Service if they are a consequence of force majeure. That includes war, uprising, riots, popular movements, actions by the civil or military authorities, embargoes, explosions, strikes or social conflicts (even if its own personnel is involved), flooding, persistent frost, fire, thunderstorms or actions by third parties.

**13.5.** Orange Belgium nv is not liable for damages as a consequence of loss of data, security breaches, loss of time or damage to the Customer's hardware or software as a consequence of malicious software (e.g. viruses).

**13.6.** If the liability of Orange Belgium nv is proven, its liability (both contractual and extra contractual) shall be limited to remedying the foreseeable, direct, personal and irrefutable damages that the Customer has sustained, excluding any indirect or immaterial damages such as, but not limited to, pure financial loss: loss of profits, loss of customers, the loss of or damage to data and the loss of contracts. In all cases where Orange Belgium nv is liable, its liability towards the Customer remains limited to a maximum of 25,000 € per claim, with a maximum of 50,000 € per year.

## 14. Protection of Privacy

For more information about the processing of personal data by Orange Belgium nv as data controller, the Customer may consult the privacy policy of Orange Belgium nv, available on the Orange Belgium website.

<https://corporate.orange.be/nl/privacy-policy>

## 15. Amendments

**15.1.** Orange Belgium nv may amend the terms and conditions of the Agreement and alter the price terms or the technical specifications or characteristics of the Service(s). Orange Belgium nv undertakes to bring these changes to the attention of the Customer by all appropriate means. This notification must be made at least one (1) month before the changes take effect.

**15.2.** If the Customer, on learning of such amendments, does not accept the new conditions for the Services that are activated, he may cancel the Agreement free of charge and in writing, but no later than the last day of the month following the entry into force

of the changes, except in the case of changes in conditions as a consequence of new legislation or decrees that allow operators no choice about implementation. In the event of a price increase, the Customer may cancel the Agreement free of charge and in writing no later than the last day of the month following receipt of the first invoice after the entry into effect of this price increase, except if the contract provides for an increase linked to the consumer price index.

## 16. Assignment

**16.1.** The Customer may not assign the Agreement, either wholly or in part, except with prior written permission from Orange Belgium nv. Due to the transfer, all rights and obligations under the Agreement are assigned to the Transferee, who accepts. Transferee and transferor must provide Orange Belgium nv with a document confirming the assignment of the Agreement, signed by both parties.

**16.2.** Orange Belgium nv may assign the Agreement wholly or partly to another company in the Orange group without prior written permission by the Customer.

## 17. Suspension and termination by Orange Belgium nv

**17.1.** Orange Belgium nv is entitled to suspend performance of the Agreement entirely or partly, if appropriate without warning, if:

- a) The Customer fails in any way to fulfil his obligations under the Agreement within 5 working days after receiving notice of default;
- b) Orange Belgium nv has indications that the Service is being misused, whether or not by the Customer;
- c) If the Customer or a User or a later customer of the Value Added Solution does not fulfil other obligations vis-à-vis Orange Belgium nv, as set forth in the Agreement.
- d) There is a non-culpable deficiency or case of force majeure on the part of Orange Belgium nv; suspension occurs after prior notice of the suspension and its probable duration, except in the case of urgency, in which case the notification will happen as soon as possible. The following, inter alia, are considered, as non-culpable deficiency: actions by third parties whose involvement is essential to the provision of the Service(s).

The suspension ends when the Customer fulfils all his obligations. Throughout the duration of the suspension, payment of the charges is due.

**17.2.** Orange Belgium nv is entitled to dissolve the Agreement wholly or partly by operation of law with immediate effect and without prior action through the courts, if:

- a) The Customer continues to fail to fulfil his obligations under the Agreement thirty (30) days after receipt of notice of default;
- b) The Customer is declared bankrupt or suspends payments. The dissolution of the Agreement will be notified to the Customer in writing citing the reasons for the dissolution;
- c) If as a consequence of operating requirements, a Service must be withdrawn permanently. Orange Belgium nv shall inform the Customers concerned as soon as possible by all appropriate means. The Agreement for this Service then comes to an end by

operation of law as from the time of withdrawal of this Service, without one of the parties being liable to pay compensation.

**17.3.** If Orange Belgium nv terminates the Agreement for the reasons mentioned under 17.2 a) or b) Orange Belgium nv is entitled to demand compensation from the Customer, equal to:

a) One-off cost for the Hardware as include in the Contract, if the installation of the Hardware has not started yet or if the installation of the Hardware has started but has not yet been completed;

b) If the installation of all the Hardware has been completed: the remaining part of the Contract Value which would be due until expiry of the fixed term of the Agreement..

## 18. Termination by the Customer

**18.1.** The Customer may terminate the Agreement for any reason whatsoever, before the expiry of the initial term as defined in the Contract provided written notice is given thereof, and pays a termination fee equal to:

a) One-off cost for the Hardware as included in the Contract, if the installation of the Hardware has not started yet or if the installation of the Hardware has started but has not yet been completed;

b) If the installation of all the Hardware has been completed: the remaining part of the Contract Value which would be due until expiry of the fixed term of the Agreement.

**18.2.** The Customer also has the right to dissolve the Agreement by operation of law with immediate effect and without prior action through the courts if:

a) Orange Belgium nv continues to fail to fulfil its obligations under the Agreement thirty (30) days after receipt of notice of default;

b) Orange Belgium nv is declared bankrupt or suspends payments. The dissolution of the Agreement will be notified to Orange Belgium nv in writing citing the reasons for the dissolution.

**18.3.** The termination of the Contract leads by operation of law to the ending of the Services contained therein, and the associated Options. The termination, for whatever reason, is without prejudice to the Customer's obligation to pay all amounts due.

**18.4.** The termination of the Agreement does not imply the termination of other contracts for different services with Orange Belgium nv.

**18.5.** The deactivation of individual Parking Spaces shall not lead to an adaptation of the invoicing of the monthly subscription costs agreed in the Contract(s).

## 19. Moving

The moving of the Service comprises the deactivation of the Service at the existing Parking Spaces and the activation, with the associated one-off costs for installation/set-up/activation, of Parking Spaces in the new location. In the case of a move, all terms and conditions applicable to a new activation shall apply. In the case of a move, there is always a project manager of Orange Belgium nv who is in charge and who will coordinate the deactivation of the existing Parking Spaces and the activation of the new Parking Spaces with the project manager of the Customer. Moving the Service has no influence on the fixed term of the Agreement, which remains applicable, and neither will it lead to a reduction of the invoicing of the monthly subscription costs agreed

in the Contract. Monthly subscription costs for Services ordered additionally by the Customer in connection with the move, will be invoiced additionally as agreed in a Contract.

## 20. Actions by Orange Belgium nv in case of security and integrity Incidents

Orange Belgium nv undertakes to build security features into the Orange telecom and IT network to minimise potential hacking. Orange Belgium nv cannot rule out every form of improper use or improper disclosure of data.

## 21. Complaints and dispute resolution

**21.1.** If the Customer has a complaint, he should contact the Orange Belgium nv Customer Service, whose address is shown in the Contract.

**21.2.** The Customer may contact the Ombudsman's Office for Telecommunications (Koning Albert II-laan 8 bus 3, 1000 Brussels –Tel.: 02 223 09 09 - fax: 02 219 86 59 – Mail:klachten@ombudsmantelecom.be – Website:www.ombudsmantelecom.be) established by law within the Belgian Institute for Postal Services and Telecommunications. Only complaints submitted in writing are dealt with. Complaints are only admissible if the Customer can show that he has already taken action with Orange Belgium nv. The Ombudsman's Office may refuse to deal with a complaint if it relates to events that occurred more than a year before the submission of the complaint.

## 22. Applicable Law and Jurisdiction

**22.1.** Any dispute about the interpretation or application of the Agreement falls under the exclusive jurisdiction of the courts of Brussels.

**22.2.** The provisions of the Agreement are governed by Belgian law.