

# Conditions for services

Business Solutions



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## General terms and conditions

### 1. Definitions

Throughout these Terms and Conditions for Services, and within the Special Conditions, the following terms will have the here-in-after-described meaning. The defined terms will be capitalized within the text.

**Activation** or **Activating** refers to making a Service or Option operational, so that the Customer can make use of this Service or Option.

**Affiliated Companies of Orange Belgium:** any company that, in accordance with the Code of Companies and Associations, is affiliated with Orange Belgium.

The **Agreement** is the contractual relationship between the Customer and Orange Belgium s.a., on the basis of which one or more Services are delivered. This Agreement is defined by all Contracts, the Special Conditions and these Conditions for Services.

**BIPT** is the abbreviation for the Belgian Institute for Postal services and Telecommunications, which was established by the Law of 21 March 1991 that concerns the reorganization of some commercial public enterprises.

The BIPT monitors the correct progress of activities in the Belgian telecommunications market and it supervises the relationships between the various operators.

**CLI** is the abbreviation for 'Calling Line Identification'. A CLI is a phone number which is linked to a fixed telephone installation and which is furthermore directly accessible for incoming calls.

A **Combined Service** is a joint offer of several Services, whereby the Customer can enjoy specific tariff advantages because he subscribes to these Services together as described in the Special Conditions. All provisions in these Conditions for Services relating to a Service apply mutatis mutandis for a Combined Service, unless otherwise is apparent from the context and barring specific changes and/or additions to the contrary.

The '**Conditions for Services**' are the conditions applicable to the Services and not the Device. The Conditions for Services contain the rights and duties applying to all Customers. The Conditions for Services comprise a part in which the general rights and duties of the parties are described on the one hand (the 'General Conditions') and on the other hand the Conditions (the Mobile Service, the Fixed Telephony Service, the Broadband Internet Service and the TV Services). These Conditions unique to the specific Service take precedence over the General Conditions in the event of a contradiction between them. The text of the Conditions for Services is handed over when the Contract is signed and the currently valid version can be found on [www.orange.be](http://www.orange.be).

The **Contract** is the obligation of Orange Belgium s.a. to provide certain Services, and the obligation of the Customer to respect the Conditions that are linked to those Service. As a minimum, the Contract contains information about the Customer's identity and mentions the selected Service(s) and Option(s), as well as their duration. In case of contradiction, the Contract takes precedence over the Special Conditions for the Service or Option, which in turn take precedence over the Conditions for Services.

The **Customer** is the enterprise, legal person or association or self-employed person who exercises a professional activity (independent profession, trader), which possesses an enterprise number, with which Orange Belgium s.a. has an Agreement and that use the Service(s) (partly) for professional purposes.

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

**Micro-organisation without profit motive:** 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 Companies and Associations Code;

**Small organisation without profit motive:** 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 Companies and Associations Code;

A **Device** is a communication device by which the Customer can use a Service.

**Direct Mail** is sending mails in large numbers, mostly to provide information about or to promote a product or service.

The **Emergency services** cover the emergency services that provide on-site or remote assistance. More specifically, it covers emergency services accessible via a 1XX number or other services accepted as emergency services (such as Child Focus and the Anti-Poison Centre).

The **Fleet** is the entirety of all SIM Cards and/or CLI's, which have been assigned to a Customer.

**Internet site** or **Site** refers to all pages and documents that are usually linked with each other through hyperlinks, and that may be consulted through the Internet (world wide web, usually referred to as the 'web').

**Invoice Split** is an option under the Agreement for the Mobile Service with the Customer, via the conclusion of an Invoice Split contract in which the cards or lines are indicated for which this option applies, the Users who enjoy/benefit from this option, and the splitting up of the amount or the percentage of the invoice amount that is to be borne by the Customer and the amount or the percentage of the invoice amount that is to be borne by the Users.

**Loyalty Premiums** are all commercial compensations, made specifically for the Customer by Orange Belgium s.a. Such commercial compensations will not necessarily be explicitly referred to as 'Loyalty Premiums'.

**Machine To Machine** is a telecommunications application that enables automatic transfer of information between the device and the applications. 'Machine To Machine' is generally limited to a 'Closed User Group' and only includes communication with Machine SIM cards and/or SIM cards of the same customer. A **Machine SIM card** is a SIM card that is put in a Machine (e.g. a drink vending machine) and used for communication amongst the Machines or for communication between Machines and Devices. A 'Machine' is an independent appliance remote from the Server, able to communicate with the latter and to transmit signals by using a data transmission system, in other words an industrial modem (also called M2M modem). Special 'Machine to Machine' general conditions are applicable for Machine to Machine unique to the 'Machine to Machine' service.

**Mobile Data services** are Mobile services that use the mobile data network of Orange Belgium s.a. or networks of partners with whom Orange Belgium s.a. cooperates, independent of the technology used. Mobile data services make the communication possible between a Mobile device and a specific IP network (Internet or a private network). Mobile Data services may be offered as a Service in a Contract, or as an Option on the Mobile Service or on a Combined Service.

A Mobile Device is a communication device with which the Customer can make use of the Mobile Service. To use certain Services/Options the use of a specific Mobile Device may be necessary. **Orange** refers to Orange Belgium s.a., a public company according to Belgian Law, with registered headquarters at Bourgetlaan 3 - 1140 Brussels Belgium, which provides and commercializes Services under the registered trademark and trade name 'Orange'.

The **Orange Network** refers to the communications network that is exploited or used by Orange Belgium s.a., which enables Orange Belgium s.a. to deliver its Services in Belgium.

**Monthly subscription fee:** monthly fee the Customer owes and for which the amount is set in the Special Conditions.

An **Option** is an optional and additional facility, which is provided either free of charge or for an additional fee, and which is linked to a certain Service. The same regulations are valid for Options as those regulations that are applicable to the Services to which they are linked, unless explicitly documented to the contrary. In applicable cases, specific conditions may be valid. Depending on each individual case, an Option will be described in the Contract, the Conditions for Services or in the Special Conditions.

**Roaming** is the Service that makes it possible for the Customer to utilize other mobile networks in foreign countries, together with his SIM Card.

A **Service** is each of the various communications services which Orange Belgium s.a. offers to its Customers within the framework of the Contract, at the price that is documented in the Special Conditions. These Services can include both mobile telephony services and mobile data services ('Mobile Service') and fixed voice and fixed data (such as broadband Internet) services ('Fixed Service') and TV services.

The **SIM Card** (Subscriber Identity Module) is an Orange chip card, which must be inserted by the Customer in his Device, enabling access to the Mobile Service and identifying the Customer on the Orange Network.

**Spam** is unsolicited mail that is sent in massive numbers and sometimes repeatedly to people with whom the sender never had any contact before and whose mail address was acquired in an illegal way.

**Spamming** is sending spam mails in massive numbers and sometimes repeatedly to people with whom the sender never had any contact before and whose mail address was acquired in an illegal way.

**Special Conditions** are composed of the applicable tariffs, service descriptions and specific conditions for a Service or Option. In case of a discrepancy, the Special Conditions take precedence over the Conditions for Services.

For the Fixed Services is **Terminal** the point at which the end-user equipment of the Customer will be connected, by which the Customer will have access to the services of the historical operator

or the services of operators making use of the network of the historical operator.

The **User** is the end-user of a Service.

**Third Party Services** are calls or text messages to special numbers for games, ringtones, chat and other services or products that are purchased via the internet, which are distributed by third parties and which are charged by Orange Belgium to the Customer in the name of and on behalf of third parties.

The **Third Party Provider** is the third party that delivers the Third Party Services directly to the Customer. These are not services delivered by Orange Belgium s.a.

## 2. Activation of Services

### 2.1. Required information

**2.1.1.** The Customer, who wishes to gain access to a specified Service, must have this Service defined in a Contract, which is prepared by a commercial representative of Orange Belgium s.a., or by an independent agent recognized by Orange Belgium s.a. Any additions to a Service should be the subject of a separate Contract.

The Customer will communicate to Orange Belgium s.a. the e-mail address, mobile phone number and the address details that he will use within the framework of the contractual relationship with Orange Belgium s.a.

**2.1.2.** At the simple request of Orange Belgium s.a. a Customer must:

- identify himself by means of an original electronic Belgian identity card, an EU residence permit or the electronic identity card issued by Belgium to foreigners, or some other valid original readable identity document accepted in Belgium made out to a natural person that is authorized to represent the legal entity or association,
- submit a copy of the company statutes, which have been published in the Belgian Law Gazette, and a copy of all changes in these statutes, which have been published in the Belgian Law Gazette,
- submit additional documents that make it possible for Orange Belgium s.a. to evaluate the financial capacity of the legal entity, or of the association.

**2.1.3.** At the request of Orange Belgium s.a., all persons that present themselves as mandated by the legal entity, or the association, must identify themselves and give proof of their mandate.

**2.1.4.** The Customer must be able to prove a stable tie with Belgium in accordance with the European regulations. Such proof can notably consist of a valid document attesting that Belgium is the place of residence, the Customer's postal or invoicing address, the place of incorporation or establishment of the company, the place of actual exercise of its principal economic activity.

The Customer is solely liable for the correctness and completeness of the information provided by him.

**2.1.5.** 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 certifi-

cate of the number of full-time employees (or equivalents). Orange Belgium will maintain this segmentation during the full term of the concerned Contract with the Customer.

### 2.2. Guarantee and prepayments

Orange Belgium s.a. reserves the right to demand a guarantee and/or an advance against Services, both before the start as well as during the term of the Agreement.

Orange Belgium s.a. can request a guarantee and/or an advance against Services in the following cases:

- after an overdue payment,
- if the call costs of the Customer justify such a demand,
- if the information available in the customer file is incomplete,
- if an examination of the customer file justifies such a demand.

The guarantee amounts to a maximum of 350 euro per mobile telephone number or fixed line, with a maximum amount of 5000 euro for a PRA line, or maximally 500 euro per broadband Internet connection.

In the case of Mobile Services, the advance on Services amounts to a maximum of 350 euro per SIM Card, and in the case of Fixed Services, the advance can amount to a maximum of three times the average monthly invoice. If the Customer has been an Orange customer for less than three months, then the invoices of the previous operator will be used to make the calculation.

In the case of a Combined Service, Orange Belgium s.a. has the right without prejudice to request the aforementioned amounts as a deposit or advance for use for any Service constituting a part of the Combined Service. If the guarantee, or the advance against Services, has not been paid by the agreed date, then the Contract will be refused, the Service selected by the Customer will be suspended, or the Agreement will be annulled, without any right by the Customer to claim damages in any form. No interest will be paid on any sums that have been deposited as a guarantee, or as an advance against Services.

If no disputes should arise, and if the complete sum that is owed by the Customer to Orange Belgium s.a. has been paid, then the guarantee will be repaid within two months, after cancellation of the corresponding Agreement.

The advance against Services will be used entirely for the (partial)

payment of the first-following invoice or invoices.

## 3. The Agreement

### 3.1. Effectiveness of the Agreement

The Agreement enters into effect as of the date on which the Contract for a (Combined) Service is signed by the Customer. Should the contract be concluded via Orange's website, the agreement enters into effect as of the moment Orange Belgium s.a. receives the electronic notification from the customer stating the order.

unless:

- a) If the legal person or the association refuses to provide the required information as stated in article 2.1., or if this legal person has given incorrect or false details.
- b) If the legal person or the association has not complied with the obligations that are a consequence of another Contract with Orange Belgium s.a.
- c) If Orange Belgium s.a. has proof or serious suspicions of non-payment, fraud or the use of SIM card(s) for purposes that do not comply with the Agreement, are illegal or against statutory regulations and/or contrary to public order and morality.
- d) If the legal person or the association is a defaulter

e) If the Customer disrupts or constitutes a threat to the correct operation of the Orange network, or damages its integrity;

In which cases Orange Belgium s.a. reserves the right not to activate the Services and/or Options.

To the exclusion of the above cases, and except in technical circumstances that do not allow or that do not reasonably allow realizing a connection of a Service onto the Orange network, Orange Belgium s.a. commits itself to bring about the Activation in as short a period of time as possible. Fees are owed by the Customer as of the moment of Activation.

In case of the Combined Service, Activation of the various Services that are part of the Combined Service may take place at different times. In such case fees are owed as from the first Activation.

If the Agreement provides for a fixed term, this fixed term begins to run as of the (first) Activation, unless agreed otherwise.

All rights and obligations of the Agreement are applicable,

as of the moment that the Contract is signed by the Customer or if the Contract is entered into through the website of Orange Belgium s.a. from the receipt by Orange Belgium s.a. of the electronic message from the Customer with the order. The Customer is engaged because of this.

The provisions of Article 12 are applicable, if the customer wishes to reconsider the engagement he has made, before Activation.

### 3.2. Reasons for refusal

Orange Belgium s.a. reserves the right to refuse access to Services and/or Options (including Roaming), for any of the following reasons:

- a) If the legal person or the association refuses to provide the required information as stated in article 2.1., or if this legal person has given incorrect or false details.
- b) If the legal person or the association has not complied with the obligations that are a consequence of another Contract with Orange Belgium s.a.
- c) If Orange Belgium s.a. has proof or serious suspicions of non-payment, fraud or the use of SIM card(s) for purposes that do not comply with the Agreement, are illegal or against statutory regulations and/or contrary to public order and morality.
- d) The legal person or the association is a defaulter within the meaning of Article 4.c of the General Terms and Conditions.
- e) If the Customer disrupts or constitutes a threat to the correct operation of the Orange network, or damages its integrity.

### 3.3. Contractual term for the various Services

**3.3.1.** Different Services can have a different duration, so separate contract terms may apply.

A Contract is concluded for the duration mentioned on the Contract: either for an unlimited term or for a fixed term. The fixed-term Contract is for a period of at least 12 months. By mutual agreement, a term of 24 months or longer is possible. For Contracts with a fixed 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.

After expiry of the fixed term determined by the Contract, the Contract is tacitly extended for an indefinite period. During this extension of the Contract for an indefinite period, Orange Belgium s.a. reserves the right to terminate all loyalty premiums of whatever kind.

Each Party can terminate the Contract by all written means without mentioning the reason. The cancellation notice is served to the address that is referred to in article 19.

In case of cancellation by the Customer with a maximum of 9 employees, the Contract, that is automatically extended after its initial fixed term or the cancellation of which takes place with a view to a transfer to a different operator, is terminated at a time chosen by the Customer, even if this is immediate.

The Contracts with the other Customers that were automatically extended can be cancelled with a cancellation period of at most one month. The Customers shall also respect the provisions of article 12.2. 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. Orange Belgium shall also respect the provisions of article 12.1.

The term of any expansions of a Service (e.g. addition of extra SIM cards) is determined by the Service involved, unless stipulated otherwise.

Options are concluded for an unlimited term and may be cancelled by either Party at any time, unless stipulated otherwise.

### **3.3.2. Contractual term of the Combined Service**

**3.3.2.1.** A Combined Service Contract is concluded for the term mentioned in the Contract: either for an unlimited term or for a fixed term.

The fixed-term Combined Service Contract is concluded for a period of at least 12 months. A term of 24 months or more is also possible by mutual agreement. For contracts 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.

After expiry of the fixed term established in the Combined Service Contract, the Contract is tacitly extended for an indefinite period. During this extension of the Contract for an indefinite period, Orange Belgium s.a. reserves the right to terminate all Loyalty Premiums of whatever kind.

**3.3.2.2.** Each Party can cancel the Contract by any written means without mentioning the reason. The cancellation notice is served to the address that is referred to in article 19.

In case of cancellation by the Customer with a maximum of 9 employees, the Contract that is automatically extended after its initial fixed term or which is cancelled with a view to a transfer to a different operator is terminated at a time chosen by the Customer, even if this is immediate. The Contracts with the other Customers that were automatically extended can be cancelled with a cancellation period of at most one month. The Customers shall also respect the provisions of article 12.2.

**3.3.2.3.** 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. Orange Belgium shall also respect the provisions of article 12.1.

**3.3.2.4.** In case the Customer had already subscribed to a (or several) Contract(s) with a fixed time period with Orange Belgium s.a. for one Service separately, before subscribing to a Contract for a Combined Service, then the Customer accepts that the contractual time period agreed on in this (these) Contract(s) remains valid with regard to the concerned Service(s) separately, insofar as this time period is longer than the contractual time period agreed on within the framework of the Contract for the Combined Service.

**3.3.2.5.** Entering into a Contract for a Combined Service does not affect the validity of earlier Contracts with Orange Belgium s.a. regarding one (or more) separate Service(s).

In case it is technically impossible to activate a Contract for a Combined Service, the Customer will therefore further comply with the earlier Contract(s) he entered into.

### **3.4. Index adjustment, Modification of the Contract, and rate increase**

**3.4.1.** Orange may revise and adapt its prices twice a year in accordance with the consumer price index.

**3.4.2.** In the event of a modification of the terms and conditions of the Contract, or in case of a rate increase or a price increase linked to the consumer price index, the Customer shall be notified thereof one month in advance properly, in a clear and understandable manner, individually, via a durable data carrier. The publication of a message via the Customer Zone, by e-mail, via SMS, by letter or via a message or an annex to the invoice, or a message on the website of Orange Belgium s.a., are regarded as suitable means of communication.

**3.4.3.** 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 it involves an increase related to the consumer price index in accordance with article 3.4.1 of these General Terms and Conditions.

**3.4.4.** If the Customer has signed the Invoice Split Option, Orange Belgium s.a. reserves the right, in case of a rate increase or indexation, to apply this in full to the contribution of the Customer and not to the contribution of the Users, without the Customer's prior explicit consent.

### **3.5. Technical impossibility to activate a Service**

**3.5.1.** Under certain technical circumstances, it may not be possible or practicable to effect connection of a Service onto the Orange network. In the case of the Fixed Service this includes the technical impossibility of offering or delivering the Fixed Service via XDSL technology or the technical impossibility of performing the porting of the numbers.

The obligation of Orange Belgium s.a. to activate a Contract on a (Combined) Service is thus entered into under the suspensive condition of confirmation by the historical operator or some other partner with which Orange Belgium s.a. delivers the Service that it is technically possible to activate the Fixed Service.

**3.5.2.** In the event of technical impossibility to activate a Service that forms part of a Contract for a Combined Service (see article 3.5.1), Orange Belgium s.a. shall activate the other Service that forms part of the Contract involved and that Contract continues to apply in full with regard to this activated Service.

## **4. Protection of privacy**

### **4.1. General provisions and role of the Parties**

**4.1.1.** The performance of the Agreement and the delivery and invoicing of the Service(s) by Orange Belgium s.a. imply that the Parties process personal data relating to the Customer and, where applicable, to the Users.

In this framework, both Parties undertake to comply with the applicable data protection legislations and regulations, including but not limited to (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 Agreement (herein jointly referred to as the "Applicable Data Protection Legislation").

For the purposes of this provision, all terms and expressions related to data protection shall have the meaning assigned to them in the Applicable Data Protection Legislation.

**4.1.2.** Orange Belgium s.a. acts as Data Controller for all data processing activities relating to the delivery of the services (telecommunications) within the framework of the Agreement, including the preparation and delivery of the invoices relating to the Services. The processing activities are described in the privacy policy on the Orange website.

The Customer acts as Data Controller for the (further) processing for himself of personal data that he receives from Orange Belgium s.a. relating to the delivery of the Services.

It is possible that Orange Belgium s.a. also offers, along with the Services (telecom), certain IT Services. In that event Orange Belgium s.a. acts as Data Processor and the Customer acts as Data Controller for the processing activities that are performed within that framework. This relationship will be regulated in a separate agreement that is signed by the parties.

**4.1.3.** E-mail contact data of the Data Privacy Officer of Orange Belgium s.a.:  
Orange Belgium: [privacy.officer@orange.be](mailto:privacy.officer@orange.be)

### **4.2. Orange Belgium s.a. as Data Controller**

**4.2.1.** When acting in its capacity as Data Controller, Orange Belgium s.a. shall:

- treat the personal data as strictly confidential and refrain from disclosing personal data to a third party except as otherwise agreed between the Parties or as otherwise required to do so by law or by any relevant judicial or supervisory authority,
- ensure that any natural person acting under its authority (including but not limited to employees, consultants, agents, sub-contractors, sub-processors, ...) who has access to the personal data is subject to statutory or contractual confidentiality obligations and complies with all the obligations provided in this article 4,
- implement, taking into account the state of the art, the costs of implementation, the nature of the personal data and the potential risks, appropriate technical and organizational security measures in order to protect the personal data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the Applicable Data Protection Legislation,

- without undue delay, notify the Customer in case of:
  - personal data breach relating to the personal data provided or made available – directly or indirectly - by the Customer,
  - any legally binding request for disclosure of the personal data to a third party (unless such notification is prohibited by law).
  - insofar as possible and upon the request of the Customer, pro-vide reasonable assistance to the Customer in order to enable the later to comply with its legal obligations relating to:
    - the requests made by the data subjects exercising their rights under the Applicable Data Protection Legislation,
    - the security of the personal data processing (implementation of technical and organizational security measures),
    - the notification of personal data breaches to the supervisory authority and to the data subject, and
    - the data protection impact assessments and the consultation of the supervisory authority in this respect.

Orange Belgium s.a. shall provide 2 non-billable days of support per calendar year in order to assist the Customer with these requests. Apart from these 2 days, Orange Belgium s.a. has the right to demand a reasonable compensation for the assistance that is granted to the Customer.

- at the request of the Customer, make available all information necessary to demonstrate compliance with its obligations under the Applicable Data Protection Legislation and this article 4.

**4.2.2.** Within the range of applicable legal provisions, a natural person that can provide proof of his/her identity, can exercise his/her data subjects rights concerning his/her personal information that is being processed by Orange Belgium s.a., by sending a dated and signed letter to the Data Privacy Officer.

**4.2.3.** The processing of personal data relating to the Customer by Orange Belgium s.a. is documented and maintained in the privacy policy that can be consulted on the website of Orange Belgium s.a.

**4.2.4.** At the request of the Customer and/or the Users Orange Belgium s.a. will return and/or delete the personal data, at the latest at the time of the termination of the Agreement, unless and for as long as Orange Belgium s.a. and/or the Customer has the legal obligation to keep the data.

**4.2.5.** Orange Belgium s.a. outsources services to third parties, and also entrusts several of the Services that are delivered to the Customer and the Users to third parties within the framework of subcontracting and cooperation agreements. Third parties only receive access to the personal data of the Customers and Users when this is necessary for the implementation of the Services. Personal data can also be furnished by Orange Belgium s.a. to third parties when applicable regulations, statutes or rules of a government authority or a judicial authority make this necessary. The Customer and the Users will be informed thereof immediately (unless it is prohibited by law to inform the Customer thereof).

**4.2.6.** Orange Belgium s.a. processes the personal data of Customers who do not fulfil their obligations vis-à-vis Orange Belgium s.a. with a view to combating fraud and payment default. For each Agreement that is signed by a (potential) Customer, Orange Belgium s.a. will request information from certain suppliers of commercial and financial data in order to check whether the (potential) Customer will be able to fulfil his obligations.

**4.2.7.** Orange Belgium nv can share customer data with Affiliated Companies of Orange Belgium s.a. for conducting information or promotional campaigns for products and services of Orange Belgium s.a. and of the Affiliated Companies, unless the Customer objects to this.

**4.2.8.** Only in the event that the Customer indicates that he wishes his address information to be listed in the online telephone directories and in the information services, Orange Belgium s.a. shall

send the data provided by the Customer, such as the official name of the legal entity, the address and the telephone number, to the publishers of the telephone directories and information services.

The objectives of the telephone directories and the information services are: find a telephone number via internet or telephone on the basis of the name and the address or on the basis of the name and the postal code.

The Customer must give his express consent that his name and address information can be requested on the basis of the telephone number.

If the Customer indicates that he wishes to be included in the telephone directories and information service, this applies for all publishers of telephone directories and information services.

The Customer is solely liable for the accuracy and completeness of the information he or she provides. The responsibility of Orange Belgium s.a. is limited to the accurate transmission to the suppliers of telephone directories and information services of the data provided by the Customer.

**4.2.8.** The Customer can register their subscriber phone numbers on the "Do not call" list for free, via the telephone number 02/882.19.75. For information see at the web address [www.centralnumberdatabase.be](http://www.centralnumberdatabase.be) or [www.bel-me-niet-meer.be](http://www.bel-me-niet-meer.be) (NL) or [www.ne-m-appelez-plus.be](http://www.ne-m-appelez-plus.be) (FR), so that their numbers won't be used for direct marketing calls. After registration, the Customer (and the Users) may still receive direct marketing calls for up to one month.

**4.2.9.** Orange Belgium s.a. will allow and grant its cooperation to audits and inspections that are performed by the Customer or by an auditor who works on behalf of the Customer and who is accepted by Orange Belgium s.a. In that event the Customer must notify this to Orange Belgium s.a. at least 45 calendar days in advance, unless an earlier audit/inspection is required by the Applicable Data Protection Legislation.

With regard to the audits the Parties agree that

- (i) the Customer will bear all required costs for the performance of the audit,
  - (ii) the audit will be limited to aspects relating to the protection of personal data,
  - (iii) the audit will be limited to a maximum of two working days. After 2 working days Orange Belgium s.a. reserves the right to invoice the Customer for the extra days of support that are granted to perform the audit;
  - (iv) the audit will only be allowed during office hours and
  - (v) the audit will have no impact on the activities of Orange Belgium.
- The Customer will limit the audits to a strict minimum and will perform no more than one audit every three years, unless an earlier audit should be required by the data protection authority, or is necessary for serious reasons.

Where possible the Parties will rely on certification and existing audit reports in order to avoid the performance of audits.

The Customer will share the audit report with Orange Belgium s.a. and if required the Parties will discuss possible corrective measures that must be implemented.

The Parties will handle all information that is exchanged during the audit confidentially.

**4.2.10.** Orange Belgium s.a. processes the personal data for the control of the reasonable use of the roaming services.

Orange Belgium s.a. is authorised to pass on the personal traffic and location data of the Customer and the Users to the competent government services, the judicial authorities and the emergency services if they request them.

The above-mentioned data of the Customer and the Users are included in the databases of Orange Belgium s.a.

In addition, Orange Belgium s.a. also calls on agents for the management of and advice to the Customers. Within this context Orange Belgium s.a. can pass on to the agents personal data of its Customers or Users, relating to their identification, the delivered communication services or subscriptions that are concluded with the Customers, or obtain these data from them.

#### 4.3. Obligations of the Customer

The Customer accepts that he shall ensure:

- that all personal data that are provided at any time by the Customer to Orange Belgium s.a. are correct and complete and remain so,
- that the data subjects to whom the data processing relates, are adequately informed about the fact that Orange Belgium s.a. can process personal data about them within the framework of the Agreement,
- that the data subjects are informed of their rights under the Applicable Data Protection Legislation,
- that the data subjects are adequately informed about the fact that the Customer processes invoice data and the metadata of electronic communication that are delivered by Orange Belgium s.a. to the Customer.

The Customer accepts that he alone is responsible for compliance with the above-mentioned obligations. The Customer will, at the request of Orange Belgium s.a., demonstrate that he is complying with these obligations.

## 5. Performances, obligations and liability of Orange Belgium s.a.

### 5.1. The customer service department

On conclusion of an Agreement, Orange Belgium s.a. will provide the Customer with all necessary information with regard to the Services. A customer service department is available for providing, to the degree that this is possible, answers to all questions of the Customer with regard to the Services. The Customer Services telephone contact details and opening hours are found on Orange's website and the Special Conditions for each Service or Option.

During the call to customer service, and with the Customer's permission, the persons who answer the call can take control over the Customer's computer remotely. In such a case, the Customer is informed of the fact that the person who takes control over the Customer's computer may receive an overview of all visible elements on the Customer's device or of all elements that are being controlled. When the Customer subsequently wishes this person not to have access to a program or function, he is obliged to close it before remote control is taken. The Customer is also obliged to indicate to the person who takes remote control over his device, to which files or programs he disallows access.

A telephone technical support service is available to Customers of the High-speed Internet service during the week and weekend for questions relating to their high speed connection. Contact details and opening hours are found on Orange's website and the Special Conditions of the Service in question. The Customer recognises and accepts within the framework of the Broadband Internet Service that Orange Belgium s.a. does not provide technical support via customer service if the Customer has a non-Windows® operating system.

### 5.2. Resource commitment

Orange Belgium s.a. commits itself to undertake all that is necessary, for providing access to the Orange Network and the Service chosen by the Customer in an optimal manner. Orange

Belgium s.a. makes a resource commitment. It will always use all the technical data it has available based on the technology used. Orange Belgium s.a. selects autonomously the technical resources that are required, for providing access under the best circumstances.

Mobile telephony, for example, is a form of wireless communication that works through the distribution of radio signals. Since these signals are subject to interference through external causes, or through impediments that are a characteristic of buildings, vegetation or geographic relief, a perfect transmission cannot be guaranteed at all times and everywhere.

The Customer acknowledges that the Service is based on a constantly evolving technology and that Orange Belgium s.a. can adapt the specifications of the Service to new technologies. If the Service remains unchanged as a result of such an adaptation, this adaptation is not regarded as a change of the Agreement.

In the case of Internet, the signal may possibly travel through a network that is spread worldwide, so that there are numerous factors which may have an impact on the quality and the properties of Internet access. More-over, with regard to the Internet, parties agree that the network may have various transfer capacities and its own usage policy, and that nobody can guarantee a flawless and continuous operation of the Internet as a whole.

The Customer is aware of the fact that (i) the transfer of information through the Internet is only relatively trustworthy, (ii) the contents of the Customer's Site that is being hosted could be duplicated with-out any technical restriction, (iii) the information that is dispersed through the Internet is not protected against possible alterations, (iv) access to the Internet may be oversaturated at certain times of the day because of different technical circumstances.

The estimated maximum speed and the download and upload speed announced for mobile Internet access services are available on the Orange Belgium s.a. website [www.orange.be](http://www.orange.be). The estimated maximum speed is the speed that Customers can expect to obtain in various parts of the territory covered under realistic conditions of use. Given that various factors can influence the estimated maximum speed, it is probable that Customers will not reach these speeds everywhere and all the time.

The quality of the Services supplied by Orange Belgium s.a. depends among other things upon the quality of the properties of the devices (PCs, servers, mobile devices) of the Customer that are used for these Services.

Orange Belgium s.a. carries no liability whatsoever for any malfunction in the transmission caused by a malfunctioning source outside Orange Belgium s.a.

Orange Belgium s.a. is also not responsible for any cases of interference or malfunction, which are caused by accidents or maintenance works, including the amplification, reinstallation or expansion of network installations. Orange Belgium s.a. will do everything possible to limit these disruptions insofar as possible and to remove them as quickly as possible. With the exception of contrary provisions that have been expressly concluded, the actual procedures and reaction times can differ from the procedures and reaction times documented by Orange Belgium s.a. Orange Belgium s.a. does not guarantee a minimum bandwidth for its data-services, unless otherwise specified in the product description for the Service in question. On the website the Customer will find more information about the traffic management applied by Orange in order to ensure an optimal quality of the Orange network and prevent (over)saturation.

Orange Belgium s.a. supplies its Services in the best possible manner and within the shortest possible time period, taking into account the importance and complexity of the Services, the availability of personnel, the functionality and the accessibility of communications resources, as well as the technical resources and all other factors, which can influence the performance of the Services.

### 5.3. Modifications

**5.3.1.** In the event that the operation or organization of the Services should make this necessary, Orange Belgium s.a. may change the content or characteristics of their performance, although without changing the essential characteristics thereof. Orange Belgium s.a. undertakes to notify the Customers of such a change in advance, except the case of force majeure or in the event that this is not possible for practical or technical reasons.

**5.3.2.** The eventual necessity of replacing or modifying a Communications Device, for maintaining or obtaining access to a certain Service, does not lead to any rights for compensation of damages on the part of the Customer, on the condition that this necessity has occurred.

In the event that pursuant to the operation requirements a service must be limited permanently, Orange Belgium s.a. shall notify the Customers concerned thereof by all possible means. The Customer involved shall in that case be given the possibility to terminate the Contract for this Service without penalty in accordance with article 3.4.3.

**5.3.3.** If Orange Belgium s.a. decides, pursuant to the operation requirements to permanently discontinue a Service or Option, Orange Belgium s.a. shall inform the Customers thereof as quickly as possible by all appropriate means. The Contract for this Service shall then rightfully end from the moment of the removal of this Service, without either party owing any compensation. The old Conditions and tariffs remain applicable until the expiry of the Contract or the Option.

### 5.4. Liability

Orange Belgium s.a. cannot be made liable for damages in cases that are a consequence of:

- a faulty, non-complying or illegal, utilization of a Service by the Customer,
- the consequences of actions taken by the Customer as a result of a fraudulent SMS or fraudulent e-mail messages (such as smishing or fishing)
- sub-standard operations of the Device or accessories or the use of uncertified equipment, or a wrong use of the Device or accessories,
- malfunctions or quality shortcomings of a Service, due to external factors temporary or local interruptions of a Service,
- an intervention or inadequate service by third parties, despite the safety measures that have been taken by Orange Belgium s.a.,
- suspension or termination of a Service in conformity with the Agreement, even if third parties should directly or indirectly suffer consequences from such a suspension or termination,
- modifications, which are due to regulations of the BIPT or other regulating authorities,
- cases of Force Majeure the following cases may be deemed force majeure (non-exhaustive list): interruption of the electrical power supply, malfunction and/or interruption of transmission networks, malfunction and/or sabotage of telecommunication means, activities of informatics piracy, fire, lightning, flooding and other natural disasters, water damage, exceptional weather conditions, damage, riots, war, revolt, attack, explosion, vandalism, full or partial strike, lock out, legal prohibitions or restrictions regarding the supply of the Service, in particular all interruptions of the Service at the explicit request of an authorized administrative or judicial institution,

- loss of data and software of the Customer in the installation of the Service or with a software update,
- legal prosecution or conviction of the Customer due to his use of a Service,
- trustworthiness of the sending of data, access times, possible access restrictions on the networks or on the servers that are connected to the Internet,
- compatibility, reliability and operation of software that was not supplied by Orange Belgium s.a.,
- the consequences of saturation of Customer's mailbox,
- the integrity and security of messages that are delivered into Customer's mailbox,
- damage to third parties caused by the Customer, by a member of its immediate family or a subordinate or an employee in professional relationship through or on the occasion of the usage of a Service,
- cancellation or non-receipt of mails or any other information or for not saving mails or any other information because the Customer has exceeded the maximum storage capacity of the servers of his mails,
- non-compliance of the Customer with his obligations regarding Orange Belgium s.a.,
- when the Customer has not provided required information or has provided incorrect information,
- Orange Belgium s.a. takes all reasonable precautions to protect personal data, which are submitted within the framework of a Service to Orange Belgium s.a. through the Internet, against loss, abuse, transfer or unauthorized access. Considering the low security level of the Internet, however, Orange Belgium s.a. cannot be held liable for access or interception of personal data by a third party,
- Orange Belgium s.a. is not responsible for the content of telephone calls, messages and data flows sent via the Orange-network nor for any damage that these may cause, regardless of the technology used. In order to combat fraudulent use of messages using the Orange Belgium SMS and MMS services, Orange Belgium s.a. may block these fraudulent SMS and MMS messages following machine investigation based on a list of fraudulent numbers and key words.
- nor is Orange Belgium s.a. liable for the changing of the IP address or one or more mail addresses of the Customer because of operational, technical, netiquette or legal reasons,
- Orange Belgium s.a. cannot be held responsible for the access to data services, regardless if they are supplied by Orange Belgium s.a. or by third parties, or for the time or the quantity of data that is needed to obtain the desired information.

Orange Belgium s.a. shall not be held responsible for the Services or the invoicing hereof if these Services are provided by third parties such as Third Party Providers and are accessible via the Orange Network, even if Orange Belgium s.a. is paid for such Services one way or another or if Orange Belgium s.a. processes the invoicing of these services on behalf of third parties. Orange acts here solely on behalf and for the account of these third parties

Orange Belgium s.a. cannot be held liable for transactions between a third party and the Customer. Orange Belgium s.a. is, unless explicitly accepted otherwise by Orange Belgium s.a., in no way a party in the contract concluded between a third party and the Customer.

Under no circumstances can Orange Belgium s.a. be made liable for immaterial or indirect damages, such as for instance the loss of profit or turnover, customers, data or contracts. It is expressly agreed that an eventual compensation by Orange Belgium s.a. will not exceed six times the monthly compensation of the corresponding Service, with a maximum of 50 000 €.

### 5.5. Accessing the emergency services

**5.5.1.** Active users are authorised to call the emergency services from their mobile device. Active users are Orange's clients who have a Mobile Service Contract.

In case of a mobile emergency phone call, Orange Belgium s.a. passes the coordinates of the central point of the mobile network used by the caller to the emergency services. The emergency services receive the subscription data of the Customer such as they were communicated at the time of concluding the Agreement.

In Belgium, the emergency services can be reached using an active SIM card. Certain emergency services (e.g. 112) can be contacted from any network (and therefore includes zones not covered by Orange's network); other emergency services are only reachable via Orange's network.

In the European Union, the Customer can access the local emergency services using 112. The Belgian emergency services support Advanced Mobile Location (AML). This means that each telephone with AML (most smartphones) during an emergency call will send to the emergency services the most precise obtained position. The location information is only sent to the emergency services when the Customer calls 112 or 101 (or the old number 100, which is no longer actively promoted). The sending of the location data is in accordance with the Belgian legislation and is only intended to locate the incident more efficiently.

**5.5.2.** With regard to calls via a Fixed Device to the emergency services, Orange Belgium s.a. shall pass on to the emergency services the subscription data of the Customer as well as the address of the physical place where the Fixed Device or the PBX is located such as communicated by the Customer to Orange Belgium s.a.

In the case of Fixed Telephony Service with Indirect Access, the historical operator is responsible for routing calls to the emergency services.

In some cases Orange Belgium s.a. also offers the Fixed Telephony Service via the network of a partner, with the fixed numbers then being transferred to that partner. In that case, the partner is responsible for routing calls to the emergency services.

If the customer has connected various sites via a private network in order to consolidate incoming and outgoing calls through a single unique access in a central site or in a data centre, or if the customer makes nomadic use of geographic numbers, or if the customer makes use of a PBX for several sites, there can be a problem of accessibility of the correct emergency service and the emergency services will not be able with certainty to physically locate the emergency call and identify the caller.

In that case the customer is responsible for the accuracy and reliability of the localization data that are passed on to the emergency services, for the correct routing of calls to the geographically competent emergency services, and undertakes to take all technical and administrative measures that are necessary in order to identify the caller's localization data via a correct CLI when relaying a call to the emergency services.

The Customer is responsible for ensuring that its business site has a working configuration that allows telephonic communication from a separate telephone connection (either a geographic number not belonging to Orange's fixed telephony system, for example, a PSTN Belgacom connection with or without CPS Orange, or an extremely reliable mobile GSM type device) with the geographically nearest emergency services, in order to allow the geographically nearest emergency services to correctly identify the call. In addition, the Customer will expressly inform persons likely to make calls to the emergency services that calls made to the emergency

services must only be made via the separate telephone connection or by GSM.

### 5.6. Orange Belgium s.a. actions in the case of incidents affecting security and integrity

Orange Belgium s.a. commits to equipping the Orange IT and telecom network with safeguards designed to minimise the risk of abuse. However, Orange Belgium s.a. 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/7days and, where necessary, requests the assistance of technical experts.

## 6. Obligations of the Customer

### 6.1. Information

The Customer commits himself to informing Orange Belgium s.a. of every modification in the data that he has submitted on signature of the Contract, in writing and at the latest within five working days of such a modification. If the Customer transmits such modifications in an untimely manner, then he cannot claim a retroactive modification of his data or re-invoicing by Orange Belgium s.a.

### 6.2. Careful and normal use

The Customer commits himself to act as a prudent man, and exclusively for their own use, in utilizing every Service that is provided to him by Orange Belgium s.a., in conformity with the provisions of the Agreement and all laws and regulations that are in force. It is prohibited to utilize Services contrary to the maintenance of public order or public decency.

The Customer commits himself to respecting intellectual and other rights of third parties.

The Customer also undertakes a normal use of the Orange-Service(s) and/or Options. Are not considered as a normal use (non-exhaustive list):

1. Use intended to lead communications, directly or indirectly or with a view to the resale in any way whatsoever of the Orange-Service(s) and/or Options to third parties and without having informed Orange Belgium s.a. thereof in writing in advance.
2. A use in a way whereby some functions of the Orange-network or of a network normally assumed by the Orange-network can no longer be carried out in a reliable and correct way. Examples of reliable and correct execution include giving the identification number of the caller (barring instruction to the contrary), giving the IMEI-number of the Mobile Device from which the call is made, the interception and recording of communications pursuant to an order of a competent judicial or administrative government, or the recording and saving of the call and identification data.
3. Use in such a way that the identification or the location of the caller as a result of the emergency call or so that the Orange-network is overloaded or disrupts the good operation of the Orange-network.
4. Any use in a way other than as notified to Orange Belgium s.a. by the Customer at the conclusion of the Agreement.
5. A use in a way that significantly deviates qua frequency, distribution between the different communication types (e.g. telephone, data transmission, SMS, MMS, ...) or connection time from the equipment with the different Customers of the Orange Mobile Service.
6. Use with a device for which the method of use falls or fell under one of the previous points according to Orange Belgium s.a.
7. Any other use that is in contravention with the applicable Special Conditions of the Orange-Service(s) and/or Options.

8. Non active use of the SIM card, in other words when no incoming or outgoing calls (conversations or SMS) are made with the SIM card.

9. Use of the regular SIM card for Machine to Machine applications.

The proof of the aforementioned prohibited uses may be supplied by Orange Belgium s.a. by all means, including information and overviews originating from its own systems or from those of other operators of telecommunications networks by which the communication took place. The Customer and Orange Belgium s.a. consider this data and overviews as truthful until proof to the contrary is given.

The SIM cards may be exclusively used in individual Mobile Devices (handsets) and may not in any event be used in 'SIM box', 'GSM gateway' type or similar devices.

The SIM cards are exclusively intended for personal use and may not in any event be used in the framework of the resale of communication or rerouting. Such as the rerouting of a call from a Mobile Device with an Orange SIM card to a destination other than the one launched from the relevant Mobile Device which would not correspond to normal use of the mobile Mobitar phone with due care. Barring explicit agreement to the contrary on the part of Orange Belgium s.a., the Customer is prohibited from sending text messages via the Orange-network to third parties that contain or include any commercial message.

Barring explicit, written and prior agreement from Orange Belgium s.a. the Customer is prohibited from commercializing the Orange-service, either wholly or in part, directly or indirectly.

### 6.3. Communications Devices

The Customer commits himself to only using Devices (USB stick, smartphone, laptop, tablet, MiFi, PMCIA card) that are in a perfect operating state and that are certified according to Belgian regulations. It is prohibited to connect Devices and accessories, which can cause malfunctions in the Orange Network or within the Service. It is also prohibited to connect equipment to Devices and accessories, which can cause malfunctions in the Orange Network or in the Service.

Both before and after Activation of a Service, Orange Belgium s.a. can demand that the Customer submits his Device for inspection. If it should be determined that the Device causes or can cause malfunctions, or that the Device is of doubtful origin, then Orange Belgium s.a. maintains the right to take all measures that are necessary for securing and protecting the Orange Network.

The Customer has been informed that a specific Device and/or specific equipment and/or programs may be required for certain Mobile Data-services. The Customer is solely and an entirely responsible for the conformity of his equipment and/or programs with Services that he wishes to use.

### 6.4. Rules for the use of the Internet

Certain Services that Orange Belgium s.a. supplies give access to the Internet. Whenever a Service/Option gives access to the Internet, the Customer undertakes to comply with the clauses stipulated below and also to have these complied with by the Users.

The Customer specifically undertakes:

- not to carry out anything that could threaten or disrupt the correct operation of the Orange-network or elements thereof,
- to comply with the valid laws and regulations in data transaction and/or activities via the Orange-network. Prohibited information and activities are in particular, but not exclusively, illegal, incorrect, obscene or libellous information or activities (child pornography, incitement to racial hate and xenophobia, offering narcotics

- and psychotropic substances for sale, etc.). Information or activities that constitute a breach of public order, good morals, privacy or information protected by trade secrecy are also prohibited,
- respect for intellectual rights, the right of confidentiality and other rights belonging to third parties,
  - in the discussion forums not to assume an unauthorized or un-ethical attitude,
  - not to commit any information piracy (“hacking” or other) in contravention with the Orange system or any other system.

The Customer also undertakes not to use the Service/Option:

- for the dissemination, sending or uploading of unsolicited or un-authorized advertising, junk mail, spam, chain letters or any other duplicating or unsolicited messages,
- in any way that would result in the Orange-network, the services or the performance of third parties being interrupted, damaged or harmed amongst others as a result of generating unreasonable levels of data flows,
- for the dissemination of, sending or uploading of computer viruses or other harmful programs.

The use of the Service/Option for activities with the following objective is prohibited:

- to infringe on the smooth operation of the Service/Option, to threaten the use or the capacity of the performance for the other users, more specifically as a result of sending large quantities of unauthorized data,
- unlawfully acquiring access to data from the connected networks,
- to damage or destroy the integrity of the computer data.

The Customer acknowledges that:

- Orange Belgium s.a. does not in any way control or cannot in any way be held liable for the content, nature, characteristics, quality and integrity of the information, data and services sent or supplied via its Service/Option, unless this emanates from Orange Belgium s.a. itself a code of conduct is in force on the Internet, called netiquette, of which a breach may result in unpleasant consequences and that Orange Belgium s.a. cannot be held liable in the event that the Customer breaches netiquette or if he is punished for this,
- he has acknowledge the nature of the Internet, and amongst others the technical operation thereof and the time required to send and consult data,
- the use of data circulating on the Internet can be regulated, that this data may be subject to copyright and that he is solely liable for the use of the data which he consults and sends via the Internet,
- the data that circulates on the Internet, cannot be protected easily from abuse thereof by third parties and that the Customer is solely liable for the notification of confidential information when using the Service/Option,
- the Customer himself must take all the necessary measures to protect his data, equipment and software from any risks inherent to the Internet, such as viruses and the like,
- in order to prevent abuse of the Orange-network by, amongst others, spammers and hackers, the Customer must take the necessary measures to protect the equipment that makes access possible to the Service/Option against open relay and open proxy. Open relay / open proxy-systems are defined as systems that send emails or allow other connections that are not intended for these systems and as a result for example allow the sending of a large quantity of unsolicited emails or other abuses of the Customer’s system. In order to protect the Customer against the abuse of the equipment that allows access to the Service/ Option and to prevent abuse of the Orange-network, Orange Belgium s.a. reserves the right to verify proactively whether the Customer has taken measures against open relay / open proxy. Orange Belgium s.a. also reserves the right to block the receipt of emails by its servers, if those emails originate from servers that are not

- protected against “open relay”, this means servers that forward emails not intended for them and thereby make it possible to send large quantities of unsolicited mails,
- Orange Belgium s.a. may limit or refuse access by the Customer to the Internet and certain information and services available on the Internet if a judicial or other government instance requests this or if sufficient elements are present from which this is reasonably apparent that this information or services are unlawful or (could) cause serious damage to the rightful interests of third parties,
  - the Customer gives Orange Belgium s.a. the permission to make its information and the information in relation to its use of the Service/Option to judicial entities in the framework of an investigation or to third parties if so required to indemnify the interests of Orange Belgium s.a. in an obvious case of abuse or offence. The Customer may only request email to his own address(es), unless if he has explicit authorization from the owner of a different address. The Customer is prohibited from sending unsolicited messages (e.g. “junk mail” or “spamming”), regardless of type (advert, commercial publicity, political pamphlets, etc.), large numbers of identical or similar messages or chain letters or malicious messages. Using electronic mail in a disruptive way such as e.g. “mail bombings” is also prohibited. The Customer is also prohibited from forging header-information.

#### Complaints in relation to unlawful content

The Customer is asked to report any alleged unlawful content on the Orange network. For this purpose he can address himself to the party who published the content, to the responsible authorities, or to Orange Belgium s.a. via the website.

#### 6.5. Personal access code

In order to gain access to certain Service(s) and/or certain Options, it may be necessary that the Customer and the User, depending on the case, enter a personal access code (login and password).

The Customer is solely liable for the use of the personal access code and undertakes to keep the secret and confidential nature thereof and not to make this known nor transfer it to a third party.

Any access to the Service/Option as a result of the use of a personal access code falls under the exclusively responsibility of the Customer. The Customer is solely liable and solely owes compensation for the use of the Service.

In the event of loss, theft or fraudulent use of a personal access code, the Customer must immediately notify Orange Belgium s.a. thereof via the customer service.

#### 6.6. Provisions concerning numbers

**6.6.1.** Reserved numbers are unactivated numbers that Orange Belgium s.a. holds in reserve for the Customer.

The reservation of telephone numbers (or a series of telephone numbers) at the customer’s request is valid for a maximum period of 1 year as of the confirmation of the reservation. The Customer may request the transfer of telephone numbers of which he can demonstrate that they are validly reserved in his name. After termination of the current contract, the numbers that are still validly reserved at that moment and which were not requested and transferred, are cancelled, at which point the Customer can no longer claim these reserved numbers.

**6.6.2.** The Customer is urged to clearly inform its users whether, upon leaving the company, they can transfer the active mobile number.

The Customer can no longer claim numbers that were attributed to its users if he authorized these users to retain their number upon leaving the Customer’s company or if the Customer neglected to clearly inform its users that they may not transfer their mobile number upon leaving the company.

#### 6.7 Roaming

The Customer also undertakes to use the roaming services in a reasonable and non-abusive manner in conformity with the European regulations. The following shall be regarded as an abusive or abnormal usage within the meaning of the European regulations:

1. the prolonged inactivity of a given SIM card, associated with a very frequent, or even exclusive, roaming usage in the European Union;
2. a roaming consumption in the European Union higher than the national consumption combined with the fact that the number of days without connection in Belgium is higher than the number of days where the Customer is connected from the European Union;
3. the serial activation and use of multiple SIM cards by the same customer roaming within the European Union.

Orange shall monitor whether these elements are well-founded during a period of four months. In case of confirmed abusive or abnormal usage, the Customer shall be informed thereof by any appropriate means (SMS, e-mail, letter, telephone, etc.) and shall then have a period of 15 calendar days to modify his usage. Failing this, Orange shall apply a surcharge for all of the usages made, in conformity with the European regulations and at the rates in effect.

The following also constitute cases of abusive usage of the roaming service: the organised resale of SIM cards to persons who do not actually reside in Belgium or do not have stable ties with Belgium. In this case, Orange can immediately adopt proportionate measures so as to guarantee that all of the conditions of the contract are respected, without prejudice to the right to claim damages.

#### 6.8. Liability

The Customer is solely responsible for the compensation of the Services that he uses. The Customer is solely responsible and liable for the execution of his contractual obligations, also in those cases where he has indicated several different Users on the corresponding Orange form. Orange Belgium s.a. is under no circumstances required to take into account the transfer to a third party if contrary to article 10.

Only the Customer is liable for all direct and indirect damages, which are a consequence of the nonobservance of one of his obligations within the framework of the Agreement. The Customer must compensate Orange Belgium s.a. for any damages that are caused, without prejudice to all other rights and claims of Orange Belgium s.a.

### 7. Orange software and documents

**7.1.** Here is no transfer of the intellectual property rights to the software and the documents in relation to this software that Orange Belgium s.a. makes available to the Customer in the framework of a Service and/or Option. This relates to software and documents of which Orange Belgium s.a. is the owner or for which Orange Belgium s.a. has the necessary distribution rights and that makes access to a Service/Option possible (this software and documents are together called ‘Orange-software’ hereinafter). The Customer acquires a standard, non-exclusive and non-transferable user’s license for the utilization of the Orange Software, for those purposes that are defined within the framework of the Agreement.

**7.2.** The user’s license, which is mentioned above in Article 7.1., is granted to the Customer in his capacity as an end-user, and it is granted exclusively for his own use. The Customer commits himself not to transfer or to rent out the Orange Software to third parties and, furthermore, not to let it be used in any manner whatsoever by third parties.

**7.3.** The Customer commits himself to not making any copies, and to let no copies be made of Orange Software. He furthermore commits himself to not letting the Orange Software be subjected to decompilation, programming analysis or reverse programming procedures, to create no software that is derived from the Orange Software, nor to use this software in any other manner than is foreseen in the Agreement.

**7.4.** As long as the Orange Software is at the disposal of the Customer, he remains solely responsible for:

- every utilization of the software and the consequences of that use,
- the loss, theft and all damages to Orange Software, regardless of the cause, with the exception of shortcomings in the software itself or the Services that are offered by Orange Belgium s.a.

**7.5.** The Customer must accept the licensing conditions for the corresponding software at the installation of the Orange-software.

**7.6.** On termination of a corresponding Service, for whatever reason, the Customer is obliged to return the Orange Software to Orange Belgium s.a., at the latest within five working days.

**7.7.** Article 7, with the exception of Article 7.6., remains completely applicable whenever Orange Belgium s.a. sells a copy of Orange Software to the Customer.

### 8. Orange equipment

**8.1.** The Agreement does not in any event change the property rights and rights of use of Orange Belgium s.a. in relation to the

equipment that is made available in the framework of the Services supplied to the Customer (the ‘Orange-equipment’). The Customer acquires a standard, non-exclusive and non-transferable user’s license for the utilization of the Orange Equipment, for those purposes that are defined within the framework of the Agreement.

**8.2.** The Customer commits himself to neither completely nor in part rent out Orange Equipment to third parties, nor to let such equipment be used in any manner whatsoever by third parties.

**8.3.** The Customer commits himself to make no changes of any kind to the Orange Equipment, or to disassemble or carry out any works on such equipment, with the exception of such maintenance performances that must be carried out by him in accordance with the documents that have been provided by Orange Belgium s.a.

**8.4.** The Customer commits himself to use the Orange Equipment exclusively in conformity with its purpose, as has been provided for in the Agreement and in the documents of Orange Belgium s.a., and under observation of the operating and maintenance instructions that have been included in these documents. He is solely liable for the consequences of a non-observance of this commitment.

**8.5.** As soon as the Orange Equipment is delivered to the Customer, and as long as it is at the disposal of the Customer, he bears sole liability:

- for every utilization of such equipment and the consequences of that use,

■ for any loss, theft or any damage of such equipment, independent of the cause and with the exception of defects in the equipment and normal wear and tear.

**8.6.** If the Orange Equipment should show any defect, it will be repaired or replaced by Orange Belgium s.a. free of charge, insofar as the fault is not caused by the Customer or a third person.

**8.7.** Orange Belgium s.a. will insure the Orange Equipment during the entire term that such equipment is made available, within the framework of the corresponding Service. The Customer commits to report any instance of damage to such equipment immediately to Orange Belgium s.a. He is responsible for the consequences of reporting the damage too late or not at all, and for example if the insurance company refuses to compensate the damages.

**8.8.** The Customer agrees:

- not to remove any labels, markings or other indications on the Orange Equipment which show that such equipment is the property of Orange Belgium s.a., and to make sure that such indications are maintained in a good state,
- to conclude all necessary agreements, in his own name and at his own expense, to make available suitable premises for the placement of the Orange Equipment, and to pay all taxes, levies, rental fees and other burdens in this connection,
- to assume all costs and consequences for disputes, with regard to the installation and maintenance of Orange Equipment at the selected by the Customer place of installation, for example in connection with a hindrance of the neighbourhood. To indemnify Orange Belgium s.a. for every claim by third parties in connection with the installation and/or maintenance of Orange Equipment at the selected by the Customer place of installation,
- to carry out any necessary repairs that are not connected to the Orange-equipment or the activities of Orange Belgium s.a.,
- to notify Orange Belgium s.a. immediately with regard to all works that are carried out in the building, or in the neighbourhood of the Orange Equipment, or that can have an influence on the operations of the equipment,
- to permit Orange Belgium s.a. or its appointed contractor, if required, to tap electricity from low-voltage mains at the Customer,
- to carry out no works (repairs, maintenance, adaptations) on the Orange Equipment, or to let such works be carried out by third parties, which are not accepted by Orange Belgium s.a. In case of any malfunction of the Orange Equipment, the Customer will inform Orange Belgium s.a. immediately,
- to undertake nothing that may prevent the good operations of the Orange Equipment,
- to place no technical installations during the term of the Contract which could cause malfunctions in the Orange Equipment, or in the transmission or reception of communications by such equipment within the framework of the activities of Orange Belgium s.a.

**8.9.** If Orange Belgium s.a., or a contractor that has been assigned by Orange Belgium s.a., installs Orange Equipment in the premises of the Customer the latter must make these premises suitable in advance for the installation of the Orange Equipment. He must foresee sufficient space for the installation, and must give Orange Belgium s.a. or the contractor assigned by Orange Belgium s.a. access to the premises of the Customer at any moment and during the entire term of the Contract, so as to enable Orange Belgium s.a. to fulfil its obligations in pursuance of the Agreement.

If the Customer is not the proprietor of the building, then he must re-request any necessary permissions from the proprietor before the start of the works. Orange Belgium s.a. is not responsible for any holes that may be drilled in the building, with the permission of the Customer.

**8.10.** If the Customer puts premises at the disposal of Orange Belgium s.a., for the installation of the Orange Equipment, then the following conditions are applicable:

- when the premises are made available, and at least one month in advance of the set-up of the Orange Equipment, a description of the premises will be prepared at the expense of Orange Belgium s.a. and by mutual agreement, or, in the case of disagreement, by an expert appointed by Orange Belgium s.a. Such an expert will act in the name of both parties,
- the Orange Equipment can be subjected to any technical adaptation that may be viewed as necessary by Orange Belgium s.a., on condition that that such changes are compatible with the general local conditions,
- in applicable cases, a description of the premises will be drawn up at the expense of a both parties, at the end of the Agreement. No complaints may be brought against Orange Belgium s.a. in connection with normal wear and tear or normal traces that are a consequence of the installation or removal (such as for example cable channels, holes for the attachment of equipment, ...)

**8.11.** If a third party takes protective action against the Customer or makes an executive seizure of the Orange Equipment, the Customer agrees that he shall inform the third party immediately that the Equipment is the property of Orange Belgium s.a. and that the said Equipment is only being stored on his premises. If the third party re-fuses to reinstate the seized Orange Equipment by mutual agreement, all costs incurred by Orange Belgium s.a. to defend its rights shall be paid by the Customer.

**8.12.** Unless stipulated otherwise, Orange Belgium s.a. will remove all Orange Equipment that is located at the Customer at the end of the corresponding Contract, independent of the reason for which the Contract is terminated. Only Orange Belgium s.a., or a person that has been authorized by Orange Belgium s.a., may proceed with the disassembly of Orange Equipment.

The costs of disassembly and removal of the Orange Equipment are fully at the expense of the Customer if the Agreement is terminated before the contractual date of expiry, for reasons that are the responsibility of the Customer. In that case the Customer must pay compensation to Orange Belgium s.a. for making such equipment available, which is equal to the pro-rata amount of the total value invested by Orange Belgium s.a. for the Customer. This pro-rata amount will be calculated on the basis of the date of termination.

Take the example that Orange Belgium s.a. has made a total investment of 10 000 €, for a contract term of 24 months. The compensation which the Customer must pay to Orange Belgium s.a. in case of a termination during the 12th month, amounts to 12/24 x 10 000 €, which is equal to 5 000 €.

## 9. Invoicing and payment conditions

**9.1.**

- a) Orange Belgium s.a. will send an invoice to the Customer every month, which, next to the legally required notifications can contain the following items dependent on the Services and Options selected by the Customer:
- the costs of Activation,
  - the subscription fees for the Service(s),
  - the subscription fees for paid Options that have been selected by the Customer,
  - the pro-rata fees for any subscriptions which may have changed during the invoicing period,
  - charges calculated pro rata on the first invoice,
  - the costs for national and international mobile communications and for data transmission, from a fixed line or from a Mobile Device,

- all other costs and credits recorded for the account of the Customer.

The subscription fees or the fixed monthly contributions for the supply of a Service, are invoiced at the start of a corresponding invoicing period, and the communication costs and the contributions for exceeding the included volume of the data services at the end of that period.

b) The applicable tariffs are described in the Special conditions.

- c) Orange Belgium s.a. reserves for itself the right to invoice Roaming services at a later time than foreseen, if circumstances should occur that are beyond the control of Orange Belgium s.a. and that justify a later invoicing. The Customer cannot claim damages for this reason. Orange Belgium s.a. cannot be held responsible for invoicing information, which is supplied by third parties for services that these third parties have delivered. The Customer commits himself to processing such invoicing information only under strict observation of the applicable legislation, with regard to the confidentiality of communications, the protection of privacy and that the processing of personal data.
- d) As regards the 'Third Party Services', the Customer is obliged to fully pay all amounts due for the use of those 'Third Party Services' to Orange Belgium s.a., who shall merely act as a collecting agent on behalf of the 'Third Party Provider'. For all issues in relation to the content, price, quality or invoice of the 'Third Party Services', or in case of dispute, the Customer shall directly contact the 'Third Party Provider'. The identity data of the Third Party Providers of 070 and 090x numbers can be consulted on the website [www.crdc.be](http://www.crdc.be), the identity data of the Third Party Providers of SMS services and multimedia services on [www.orange.be](http://www.orange.be).

**9.2.** Orange Belgium s.a. may send the Customer interim invoices, if this should be justified on the basis of the size of the amount.

**9.3.** The invoicing with regard to several different Services can be merged in one single invoice.

**9.4.** All complaints with regard to invoices must be made in writing and clearly marked, and they must be sent to Orange Belgium s.a. by normal postal services within 1 month after the date of the

issue of the disputed invoice. The Customer is viewed as having irrevocably accepted the invoiced amount after this deadline.

The submission of a complaint does not relieve the Customer from his obligation to pay the undisputed part of an invoice. The call registrations (reports of calls) that serve as a basis for invoicing, and that are saved by Orange Belgium s.a., take precedence above any other proof, including proof that may be provided by the Customer, without prejudice to the right of the Customer to submit evidence to the contrary by all means.

**9.5.** All invoiced amounts must be paid within 10 days, unless different terms of payment are documented on the invoice itself. If a different term of payment has been contractually agreed, Orange Belgium s.a. reserves for itself the right to unilaterally change the term of payment and the due date of an invoice, if bankruptcy proceedings are requested or instituted against the corresponding Customer, or if a publicly known condition of insolvency, a suspension of payments or an evident incapacity to pay exists. The Customer will be informed of such measures in writing.

**9.6.** Invoices can be settled:

- by means of a bank transfer, using the transfer form that is enclosed with the invoice, and on condition that no changes may be made to the information that has been filled in by Orange Belgium s.a. on that form,
- by means of a direct debit:
  - a) Against a Belgian bank account: The pre-notification provided for by the European Directive for payment services will appear on the invoice, which can be sent to the Customer earlier than the 14 day period required by the Directive,
  - b) Against a credit card from Visa, Eurocard, MasterCard or American Express.

Such a direct debit order is given by means of a form provided by Orange Belgium s.a. Orange Belgium s.a. reserves the right, from the Activation request, to demand that the invoices be settled by direct debit from a Belgian bank account or via a credit card accepted by Orange Belgium s.a.

**9.7.** The Customer can request a copy of his invoice on the condition that the invoice date is less than 18 months ago. Administrative charges may apply for each copy. A summary of the possible additional charges that may be claimed by Orange Belgium s.a. is available on the Orange Belgium s.a. website [www.orange.be](http://www.orange.be). The Customer's claim that he has not received a specific invoice, does not release the Customer from the payment obligations for the amount stated in that invoice and does not lead to postponement of the expected date of payment.

**9.8.** A Customer is in default by right and no reminders are required, if no payment has been received on expiry of the due date of an invoice. As of the expiry of this deadline and without a previous notification of default, default interests at the statutory interest rate are owed, as well as, if Orange 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 % of the total invoiced amount, with a minimum of 62 euro and a maximum of 250 euro.

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 % of the total invoiced amount, with a minimum of 62 euro and a maximum of 250 euro.

**9.9.** Without prejudice to the possibilities that are offered by Articles 9.7. and 9.8., an overdue payment, which has required

the dispatch of reminders, can lead to a charge of administration costs. This is also the case for each refusal by the financial institution of the Customer to pay an invoice, or in the case of refusal to pay an invoice on a credit card, or if the information on the bank transfer of the Customer is incorrect or incomplete (tariffs, see [www.orange.be](http://www.orange.be)).

**9.10.** On its website [www.orange.be](http://www.orange.be), Orange Belgium s.a. provides the Customer with an overview of the invoices that have been paid or will have to be paid by the Customer, as well as an indication of his Internet usage. The Customer can consult the usage per card in the Customer Zone, except for cards with invoice split services. The User can consult his usage via the MyOrange application.



## 10. Assignment

### 10.1. Assignment by Orange Belgium s.a.

Orange Belgium s.a. has the right to assign the Contract or a part of its contractual rights and duties to a third party, without the Customer's consent being necessary to this and without the latter being able to demand any compensation in connection with this assignment.

In case of assignment of the entire Contract, the Customer has the right to terminate the assigned Contract without compensation within 15 days after notification thereof, via a registered letter to the attention of the party that is taking it over.

### 10.2. Assignment by the Customer

Subject to the agreement of Orange Belgium s.a., the Customer can only transfer a part or all of his rights and obligations to a third party, after the Customer and the transferee have signed a transfer form that has been prepared by Orange Belgium s.a. Furthermore, a new Contract must be signed by the transferee, and he must accept the Conditions for Services.

## 11. Suspension of the Agreement

### 11.1. By Orange Belgium s.a.

**11.1.1.** In the event of non-payment of the total or a part of an invoiced amount on the due date and if the Customer has not complied with a written reminder from Orange Belgium s.a., in which a regularization period of 1 week is given, Orange Belgium s.a. may rightfully and without compensation immediately suspend the supply of the Service(s) and/or Options to the Customer, except in the event of justified dispute by the Customer of the amount invoiced. If the Customer fails to pay for the Services, Orange Belgium s.a. may limit the Services and/or Options to the minimum level. In that case, the Client will only be able to:

- with regard to the Mobile Service, receive national calls or data transfers (except calls paid for by the recipient) and will not be able to make outgoing calls or send data, except for calls to free phone numbers or the emergency services,
- with regard to the Fixed Telephony Service: receive calls and make outgoing calls to the emergency services,
- access fixed Internet at an upload and download speed that is as high as the Customer receives when the Internet volume included in the Contract has been consumed or, if such a continuation of Internet access is not foreseen in the Contract, at an upload and download speed equal to or higher than 256 kbps.

These minimum performance levels will not be guaranteed in case of continuing absence of payment or overdue payment, i.e. if the Customer has already benefited from the minimum service level during the previous 12 months or if his/her connection has already been suspended during the previous 12 months.

**11.1.2.** In the event that the Customer fails to comply with his other obligations in relation to Orange Belgium s.a., as stipulated in these Conditions for Services or any Special Conditions applicable or does not comply with the conditions of use of a Service, notably the normal use obligation stipulated in article 6.2, or does not respect the conditions of use for a Service, Orange Belgium s.a. may immediately suspend this Service (these Services) and/or Options without notification of default. Orange Belgium s.a. may also do so in the event of proof or serious indications of fraud. Orange Belgium s.a. reserves the right to suspend access to the Service(s) and/or Options in the event of abnormal increases in the consumption by the Customer or the User, and this if possible in comparison with the average use over the previous 3 months, as a precaution, after having notified the Customer thereof (if possible) by all appropriate means.

Orange Belgium s.a. can suspend the Service if the SIM cards are not actively used (no incoming or outgoing calls) for 3 months. Orange Belgium s.a. can suspend the Service if the normal SIM card is used for Machine to Machine applications.

**11.1.3.** Orange Belgium s.a. may suspend the Service(s) and/or Options immediately, without prior notice or compensation in the event of force majeure or for reasons due to technical operations.

Orange Belgium s.a. undertakes to inform the Customer thereof insofar as possible and by all appropriate means. Orange Belgium s.a. shall do everything possible to limit disruptions insofar as possible and to resolve them as quickly as possible.

**11.1.4.** In the event of a suspension in accordance with articles 11.1.1. and 11.1.2. the Customer may be charged a suspension fee. Moreover the Customer shall remain bound to respect all obligations, including the payment obligation imposed on him by the Agreement. Orange Belgium s.a. also reserves the right to reclaim loyalty benefits from the Customer. One month after the start of the suspension the Agreement may be automatically terminated with immediate effect.

### 11.2. By the Customer

The Customer may request a suspension of the Agreement for the Mobile Service, for any reason whatsoever, for a specific periods which may not exceed a period of three months per year. This period cannot be extended.

After a maximum of three months the contract shall be automatically reactivated. The reactivation charges, totalling 18 euros per card, will be deducted from the Customer.

### 11.3. The suspension of the Agreement shall rightfully result in the suspension of the Options connected to it.

## 12. Termination

On termination of a Contract for Mobile Services, Orange Belgium s.a. reserves the right to demand the return of the SIM Card(s) from the Customer.

### 12.1. Termination by Orange Belgium s.a.

**12.1.1.** In the event that the Customer has not rectified matters within one month after the suspension of a Contract by Orange Belgium s.a. pursuant to articles 11.1.1. and 11.1.2., Orange Belgium s.a. is entitled to terminate that Contract in writing with immediate effect, without a period of notice, compensation instead of notice or compensation for damages.

**12.1.2.** Orange Belgium s.a. may terminate the Agreement with immediate effect by registered letter, without a period of notice, compensation instead of notice or compensation for damaged, if it has been established that the Customer has given Orange Belgium s.a. incorrect, forced or incomplete essential information on the submission of the contract application or if the Customer fails to notify significant changes in relation to the information provided or if the Customer uses a Service for purposes in contravention with public order, good morals or legal or regulatory stipulations.

**12.1.3.** Orange Belgium s.a. can by right declare an Agreement as immediately terminated, in cases of bankruptcy, request for a postponement of payments, and liquidation or dissolution of the company of the Customer, without owing any compensation for termination or damages.

**12.1.4.** Orange Belgium s.a. can, in addition to the cases of immediate termination as provided in Articles 12.1.1., 12.1.2. and 12.1.3.

cancel the Contract in accordance with the provisions in Article 3.3.

### 12.1.4.1. Unlimited-term contract

Orange Belgium s.a. can terminate the unlimited-term Contract at any time and at no expense by all written means and without giving reasons as provided in article 3.3.

### 12.1.4.2. Fixed-term Contract

Except in the cases of immediate termination as stipulated in articles 12.1.1., 12.1.2. and 12.1.3. and except in the case of termination after suspension as stipulated in article 11.1.4. in fine, Orange Belgium s.a. shall owe the Customer compensation if it terminates the Fixed-term Contract before the end of the agreed contractual period. This compensation is determined on the basis of a Reference Amount as defined below:

a) Reference Amount = remaining number of months to the Contract expiry date x Monthly Subscription Fee for the relevant (Combined) Service.

Monthly Subscription Fee = minimum commitment by the Customer (monthly fixed usage amount / contractually included call minutes) and fixed monthly amounts per call number and per additionally subscribed Services and Options.

In the event of modification of the minimum commitment in the last 6 months prior to the termination, the minimum commitment from before the modification shall be used for the calculation.

b) If the Contract does not provide a minimum commitment, the Reference Amount is defined as follows:

Reference Amount = remaining number of months to the Contract's expiry date x the average amount that was invoiced during the last 3 months prior to the termination under the Contract for the relevant (Combined) Service (both to the Customer and possibly the User(s)), including any Options x 50%.

No cancellation fee on the basis of the Reference Amount shall be owed by Orange Belgium s.a. to a Customer with a maximum of 9 employees upon conclusion of the Contract.

**12.1.5.** A Contract will be annulled by right on the date that the operating permit expires, which has been granted by the authorized Belgian authorities to Orange Belgium s.a., without any termination or compensation being owed by Orange Belgium s.a.

**12.1.6.** Orange Belgium s.a. can terminate a Service/Option right-fully without period of notice or compensation (for damages) to the Customer if the Customer does not use this Service/Option for a year.

**12.1.7.** The termination, in conformity with the above Articles, does not prejudice the right of Orange Belgium s.a. to recover damages that it has suffered from the Customer. The termination, for whatever reason, has no effect on the Customer's duty to pay all owed amounts and costs. In addition, Orange Belgium s.a. reserves the right to reclaim loyalty premiums from the Customer.

### 12.2. Termination by the Customer

#### 12.2.1. Unlimited-term contract

The Customer can terminate the unlimited-term Contract at any time free of charge by any written means and without giving reasons as provided in article 3.3.

If the Customer has a Contract where a Device is included at a reduced price, the rules and compensation for termination such as defined in the specific terms and conditions of that Contract apply.

#### 12.2.2. Limited-term contract

**12.2.2.1.** The Customer can, without giving reasons, terminate the Contract before expiry of the initial limited term by any written means and subject to payment of a termination fee defined on the basis of the Reference Amount mentioned below:

a) Reference Amount = remaining number of months to the expiry date of the limited-term Contract x monthly subscription fee for the (Combined) Service involved.

Monthly subscription fee = minimum commitment of the Customer (monthly fixed usage amount/ the contractual calling time included) and fixed monthly amounts per call number and per additionally subscribed Services and options. In the event of modification of the minimum commitment in the last 6 months before the termination, the minimum commitment from before the modification shall be used for the calculation.

b) If no minimum commitment is provided in the Contract, the Reference Amount is defined as follows:

Reference Amount = remaining number of months until the expiry date of the limited-term Contract x the average amount that during the last 3 months prior to the termination was invoiced within the framework of the Contract for the relevant (Combined) Service (both to the Customer and as applicable to the User(s)), including any Options x 50 %.

c) Orange Belgium also reserves the right to reclaim Loyalty Premiums that the Customer wrongfully enjoyed.

**12.2.2.2.** A Customer with a maximum of 9 employees upon conclusion of the Contract will in this case not be charged any termination fee on the basis of the Reference Amount. If this Customer, with a maximum of 9 employees upon conclusion of the Contract, has a Contract that includes a Device at a reduced price, the rules and compensation for termination such as defined in the specific terms and conditions of that Contract apply.

**12.2.3.** Within the framework of the application of article 12.2.2. for the Mobile Service it is provided that the Customer can cancel SIM cards separately but that he must actively retain at least 80 % of the maximum number of SIM cards that he had during the past 12 months in his Fleet at Orange Belgium s.a. If the Customer cancels more than 20 % of that maximum number of SIM cards, a compensation is calculated and applied in accordance with the rules provided in article 12.2.2., pro rata the percentage of cards that is cancelled. Orange Belgium s.a. has the right to adapt the rates for the other SIM cards.

**12.2.4.** Termination of one Service that constitutes part of a limited-term Contract for a Combined Service

If the Customer should terminate one of the Services that constitute a part of a Combined Service before the end of the agreed contractual period, the Customer acknowledges and accepts that the following clauses shall be applied cumulatively by Orange Belgium s.a.

**12.2.4.1.** The Customer then no longer has the right to benefit from the price discount and other specific conditions unique to the Combined Service. This means that for the Service that was not terminated early, Orange Belgium s.a. shall consider the Customer for the further agreed contractual duration as a Customer for this Service separately and that Orange Belgium s.a. shall consequently also invoice the Customer at the standard tariff to which the said Service is available separately.

**12.2.4.2.** If a Service that is part of a Combined Service is terminated early, Orange Belgium s.a. is also entitled to charge a termination fee in proportion to the part that was cancelled according to the rules determined by Article 12.2.2.

**12.2.4.3.** Orange Belgium also reserves the right to reclaim Loyalty Premiums that the Customer wrongfully enjoyed.

### 12.3. Consequences of a termination

The termination of a Contract by right includes the termination of the Services included in that Contract, as well as the linked Options. The termination, for whatever reason, in no way relieves the Customer from the obligation to pay all owed amounts and costs.

The termination of one Contract does not imply the termination of another Contract.

## 13. Customer Signature

A fax message, a scanned document with signature or an electronically signed PDF document have the same probative value as the original message or document and the original signature. Insofar as permitted by law the email communications between Orange Belgium s.a. and the Customer have the same probative value as written proof.

Every confirmation via mail or via Orange's website by the Customer or via Customer's mobile telephone device (e.g. via text message) of Services or Options proposed or offered by Orange Belgium s.a., of changes of the Service or changes of Options, is obligatory for the Customer, and the Customer is therefore contractually bound with regard to the concerned activations and/or changes of the Service or of Options. The electronic communication data concerned will be stored by Orange Belgium s.a. for a duration that is not longer than necessary.

## 14. Intellectual property rights

None of the provisions in the Agreement can in anyway be interpreted as a revision of the intellectual property rights of one of the parties.

## 15. Information for the Customer

Orange Belgium s.a. wants to call to the attention of the Customer the hazards that are connected with the use of telephone equipment while driving a car, the hazards that this equipment can cause in the neighbourhood of flammable liquids (fuels) and explosives and the interference that such devices can cause in medical equipment and navigation systems.

Orange Belgium s.a. cannot be made liable for any damages incurred by the Customer or third parties in connection with these hazards.

The Customer can find the most recent information on products and services for Users with a handicap at <https://corporate.orange.be/en/social-responsibility/customers/digital-inclusion>.

## 16. 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.

## 17. 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.

## 18. Complaints and disputes

### 18.1. Amicable settlement

- The Customer is asked to contact the customer service department of Orange Belgium s.a. with any complaints. The address of this department is documented in the Special Conditions.
- If the Customer is not satisfied with the answer of the customer service department of Orange Belgium s.a., he can turn to the counsellor service for telecommunications, which has been established by the authorities, at the following address:

Ombudsdienst voor Telecommunicatie  
Koning Albert II-laan 8 bus 3  
B-1000 Brussel  
tel.: +32 (0)2 223 09 09  
fax: +32 (0)2 219 86 59  
Mail: [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.be)  
Website: [www.ombudsmantelecom.be](http://www.ombudsmantelecom.be)

### 18.2. Jurisdiction

Every dispute with regard to existence of the Agreement, the interpretation of the Agreement or the execution of the Agreement which cannot be settled amicably between the Customer and Orange Belgium s.a. falls under the exclusive jurisdiction of the Courts of Brussels.

### 18.3. Applicable Law

All provisions of the Agreement are subject to Belgian Law.

## 19. Notifications

All communications with Orange Belgium s.a. must be directed to the Customer Service Department of Orange.

## 20. Easy Switch

### 20.1 Procedure

Orange complies with the legal provisions regarding the Easy Switch procedure. The Easy Switch procedure allows customers to easily switch access providers for internet access services, television services, mobile phone services, and/or fixed telephone services. This can be done by asking a new operator to terminate the contract the Customer had with his previous operator on that Customer's behalf. For this the Customer must provide the new operator with a power of attorney. In this power of attorney document the Customer can indicate whether he, in addition to the internet access service and possibly the television service, also wishes to transfer his mobile phone number or, if applicable, his landline, or whether he wishes to deactivate one or several of these numbers.

To enable the new operator to carry out the Easy Switch, the Customer must submit the Easy Switch identification details assigned by the previous operator. These consist of the customer number and the unique Easy Switch identification code (Easy Switch ID). The Customer can find these details on his invoices, in the Customer Zone or on the old operator's mobile application. They can also be obtained by phoning the customer service of the previous operator.

Orange will inform the Customer of the status of his request for termination of services from his old operator, both following confirmation of receipt of his request by his previous operator and following deactivation of the services in question. The Customer is also informed if the previous operator rejects the deactivation request, along with the reason for the refusal.

The application of the Easy Switch procedure does not exempt the Customer from his obligations towards the previous operator. In the event of non-compliance, the Customer may be forced to pay late payment interests and damages to this operator. The Customer is the sole responsible party in this regard. Orange cannot be held liable if the Easy Switch is executed late or not at all for reasons attributable to the previous operator or the Customer himself. Specifically, Orange cannot be held liable in the event of a false, inaccurate or illegible Easy Switch request.

On the professional market, Easy Switch is limited to the standard rate plans. You can find out which rate plans these are at: [business.orange.be/easyswitch](http://business.orange.be/easyswitch).

### 20.2 Compensations within the context of Easy Switch

In a number of cases the customer may be entitled to compensation:

- if the technician is not present at the installation address within the agreed time slot then the Customer is automatically entitled to compensation from 30€ per appointment from the new operator. No compensation is owed if the technician's visitor report reveals no one was present in the announced time slot to provide lawful access to the place where the technician was supposed to carry out his tasks
- if the service interruption lasted for more than one working day from the moment the service had to be interrupted to be able to switch access providers, the Customer is automatically entitled to compensation of 10€ from the new operator for every additional calendar day the service is not available
- at his explicit request the Customer is entitled to compensation of 6€ for each day of delay if the service is not activated on the agreed date. The agreed activation date is included in the total number of days of delay. The Customer can submit the compensation request to the new operator by calling the customer service at 0800 95 96 2 or free of charge with his Orange mobile on the abbreviated number 5995

No compensation is owed if the Customer failed to do everything in his power to ensure smooth activation: if he provided inaccurate or incomplete information, if he was unable to give the technician access to the location where he should have carried out his work, or if the equipment caused problems for which the customer was responsible.

These compensations apply if the Customer elects to use the Easy Switch procedure. A sustainable carrier is used to inform the Customer of his right to compensation, including the height of the amount. The Customer can consult the information on compensations on the Orange website ([www.orange.be/easyswitch](http://www.orange.be/easyswitch)).

The compensation(s) is/are deducted from the next invoice in the Customer's name.

## Special conditions of the Mobile Service

### 1. The SIM Card

Unless agreed to the contrary, each SIM Card is linked to a PIN code (Personal Identification Number) and a PUK code (PIN

Un-blocking Key), which secure the access to the SIM Card. The Customer must utilize these codes in accordance with the instructions contained in the user's manual of his Mobile Communications Device. The Customer is responsible for the strict confidentiality of these codes.

Each SIM Card remains the property of Orange Belgium s.a., which puts it at the disposal of the Customer. The Customer commits himself not to transfer, surrender, let, destroy or damage the SIM Card, nor permit its use by a third party in any manner whatever.

The Customer commits himself to immediately return the SIM Card to Orange Belgium s.a., at the first request of Orange Belgium s.a.

The Customer will take all necessary precautions to prevent his SIM Card from being used improperly or unlawfully.

Any attempt to copy the technical identification information of the SIM Card and any fraudulent or unlawful use of the SIM Card is prohibited. The Customer commits himself to not letting the SIM Card be subjected to decompilation, programming analysis or reverse programming procedures, nor to create a derived software, nor to use the SIM Card in any other manner than is foreseen in the Agreement.

The Customer is liable for all damages suffered by Orange Belgium s.a. and by third parties, even in the case of loss or theft, that are a consequence of the use of the SIM Card, regardless of the Communications Device in which the SIM Card is or has been used.

In case of loss or theft of the SIM Card, the Customer remains liable for the use of and payment for the card up to the moment that the Customer warns Orange Belgium s.a. by telephone via the customer service and requests a temporary suspension of the corresponding SIM Card.

Subsequently, the Customer will receive a new SIM Card and the Service will be reactivated. The loss or the theft of the SIM Card does not imply the suspension and/or termination of the Contract.

The Customer is solely responsible for the correct insertion of the SIM Card in his Communications Device. If the SIM Card blocks or is damaged as a consequence of wrong handling by the Customer, a new SIM Card will be provided after a written request by the Customer.

## 2. Roaming

Under the conditions defined in the Conditions for Services and depending on the agreements concluded by Orange Belgium s.a. with foreign operators, Orange Belgium s.a. offers the Customer the possibility to make or receive calls, text messages and mobile data communication in certain countries, as well as the possibility to call and SMS internationally from Belgium.

For Roaming from a Member State of the European Union, the Customer enjoys, in conformity with the European regulations, the national volumes (minutes, SMS, MMS and internet) included in his national bundle without extra cost compared to the monthly fee provided for his subscription formula and within the limits of a non-abusive use as specified in article 6.7. Calls made while roaming to special numbers (0800, 090x, etc.) and abbreviated numbers will be billed taking account of the costs defined by the service providers and operators concerned. The call may be billed by Orange Belgium s.a. even if the special number is free of charge in the country concerned. Moreover, phone calls and data connections made in maritime zones (for example from a ship dur-

ing a cruise) use satellite networks that correspond to a different geographic zone, and are outside the European Union.

For usages made beyond the bundle from the European Union, the national rate of his contract applies.

For mobile internet, the usages made from a country of the European Union can form the object of a reasonable usage policy on the part of Orange in the conditions defined in the rate sheet in effect and in accordance with the European regulations.

The roaming possibilities are also determined by the geographic area(s) where the Customer wishes to make and receive calls or mobile data as well as by the commercial agreements concluded by Orange Belgium s.a. The list of countries where roaming is possible and the roaming tariffs can be adapted as these agreements evolve. The countries list and the tariffs are available from Orange Belgium s.a. and on Orange's website ([www.orange.be](http://www.orange.be)).

If roaming is activated within the framework of the Mobile voice service, roaming is also automatically activated on this SIM card for the Mobile data services.

In accordance with the European regulations, Orange Belgium s.a. implements a tariff transparency and safeguard mechanism for roaming data sessions on the basis of which the Customer will be notified when he has consumed 80 % of a financial threshold, set at 50 euros (exclusive of VAT) or on some other amount chosen by the Customer, and whereby the roaming data sessions will be interrupted when this financial threshold is reached. The Customer can thus, at his explicit request, decide not to enjoy this tariff transparency and protection mechanism. The customer shall find all information about the tariff transparency and protection mechanism in the Special Conditions on the Orange website. This provision applies by default (unless the Customer expressly requests not to be able to use the system).

Orange Belgium s.a. also notifies the Customer that certain Devices can automatically and without control enable a data roaming connection and that data is downloaded and that the Customer can deactivate this automatic data roaming connection. The Customer can find further information about this in the user manual of the Device in question.

In conformity with the applicable European regulations, the Customer has the possibility to choose for separate roaming services delivered by alternative suppliers of roaming services, in accordance with the terms described on the Orange website.

### 3. Data transmission

The Customer can, under certain conditions, transmit data by way of the Mobile Services (SMS, MMS, Orange World, ...). This can be carried out in a variety of ways, as some of these possibilities are made available to the Customer automatically, others are dependent on an Option chosen by the Customer. In the latter case, the Activation date of the additional Service can be different from the Activation date of the Mobile Service.

### 4. Machine To Machine

Within the Machine To Machine Service, a Machine SIM Card may only be used within Belgium, for communications with other Machine SIM Cards of the same Customer, or with SIM Cards of the same Customer. Such communications can run via GSM (Voice or Data transmission) or Mobile Data technology.

Whenever a Machine SIM Card is used for other than the communications described above, Orange Belgium s.a. will invoice all communications outside of the Machine-to-Machine Service at

the current tariffs documented in the Special Conditions, whereby such invoicing may be retroactive. Orange Belgium s.a. maintains the right in such cases to deactivate the Machine SIM Card.

### 5. Mobile Number Portability

Mobile number portability means that Customers can retain their mobile telephone number when they change mobile operator. The Customer reserves the right to transfer the mobile telephone number to a different operator during one month after the date of cancellation of the Agreement for the Mobile Service. Only mobile numbers can be transferred, not Services or Options.

The Customer who wishes to transfer his number to a new operator must address the new operator so that the latter can take the necessary steps in order to transfer the number. This operator shall, subject to obtaining a power of attorney from the Customer, cancel the contract with the previous operator.

The transfer of his number to Orange Belgium s.a. does not release the Customer from the obligation to fulfil his contractual obligations vis-à-vis his previous operator, should he fail to do so, the Customer risks having to pay damages to this operator. The Customer alone shall be responsible for this. Orange Belgium s.a. will respect the legal regulations with regard to the transferability of mobile telephone numbers.

Orange Belgium s.a. shall in so far as possible also take account of the porting date desired by the Customer. Orange Belgium s.a. shall take the necessary steps in order to quickly and correctly implement the transfer requested by the customer after validation of the request for number transfer by the previous operator.

Technical obstacles can always arise as a result of which the number transfer cannot be carried out at the desired moment, for example as a result of the obligatory exchange of data via the automated process of the central reference base. In case the number was

transferred in an untimely manner the customer might be entitled to compensation. The Customer must address the new operator for this. If the transfer process fails, the former operator reactivates the number and the associated services of the Customer under the same terms and conditions, pending the successful transfer and activation of the services by the new operator. Operators will do everything in their power to prevent the service from being interrupted.

However, Orange Belgium s.a. cannot be held liable if the transfer is performed late or not at all for a reason that depends on the Customer himself.

Amongst other things, Orange Belgium s.a. cannot be held liable in the event of a false, incorrect or illegible transfer request.

### 6. Communications

**6.1.** Unless other provisions have been agreed to, and with regard to the call time included in certain subscription types, Orange Belgium s.a. can carry forward unused minutes to the following month, with as a maximum the agreed included call time per month. In case of a transfer to a new subscription formula, the maximum call time to be transferred is the included call time per month of the new subscription formula selected by the Customer.

**6.2.** The Customer acknowledges that the tariffs that have been agreed with Orange Belgium s.a. will be applied under the following specific conditions. At least 10 % of all calls, for each month and for all of the Customer's SIM Cards, must be incoming calls. If the Customer does not fulfil this condition, then Orange Belgium

s.a. reserves for itself the right to immediately suspend the Mobile Service, without notification or compensation, and to impose the standard tariffs in conformity with the Agreement.

### 7. Restrictions relating to access and/or Mobile Service use

Orange Belgium s.a. cannot guarantee access to the Mobile Service if the SIM card is decompiled, analysed or disassembled or if it is used for improper or illegal purposes.

If the Customer has used a package in the framework of the Mobile Data Service, the loading and downloading speed is not subject to any restriction. This point can change depending on the tariff plan. Information on this is available on Orange's website.

### 8. Information on Mobile Service activation procedures

By "activation" is meant the possibility to make use of the Mobile Service, not including any Options. The activation process of the Mobile Service without mobile number transfer provides the following period for activation: 2 days as of the moment that Orange Belgium s.a. possesses a complete and correct file. This period is indicative and average and there can be variations in individual cases.

Activation with application of mobile number transfer: See article 5. Mobile number portability.

Depending on the size and complexity of the file, the activation can be agreed with the Customer within the framework of a project.

In order to be able to carry out the activation, Orange Belgium s.a. must always have a completely drawn up and correct dossier. The Customer is required to provide Orange Belgium s.a. with all the correct information demanded in good time. Delays can be caused by third-party operators or by the Customer; these will prolong the activation period.

If the activation relates to a Customer with several invoicing entities, the period of the activation process shall be prolonged in order to allow for the administrative preparation of the dossier.

## Special conditions for Fixed Telephony Services

### 1. Definitions

- **Orange equipment for the Fixed Telephony Service:** equipment provided by Orange Belgium s.a. for the functioning of the Fixed Telephony Service.
- **Access Lines:** the entirety of the lines for telecommunications or data transmissions, including also leased lines and/or public telephone lines, and the accompanying equipment, which offer the Customer access to the Orange Network.
- **PBX:** Private Branch Exchange, a private telephone exchange that is installed at the Customers' or in the cloud and is connected to the public telephone network, or to the network of a PTO.
- **PTO:** a company that makes Access Lines available, as a local operator of a telecommunications network, or as a local provider of telecommunications services.
- **LOACPS or Letter of Authorization CPS** relates to the document whereby the Customer gives Orange Belgium s.a. a man-date to carry out the necessary steps with the local operator so that the communications from a fixed telephone line of the Customer are automatically carried out via Orange Belgium s.a.
- The **LoANP** or '**Letter of Authorization Number Portability**' refers to the document by which the Customer mandates Orange

Belgium s.a. to transfer his fixed phone numbers to Orange Belgium s.a., with the consequence that Customer's contract with the donor operator regarding these fixed numbers will be terminated.

- **Fixed Communications Device** and '**Approved Fixed Communications Device**': a Fixed Communications Device is defined as telephony equipment, which may or may not be connected to a private telephone exchange (PBX). An Approved Fixed Communications Device is defined as a Fixed Communications Device, which is authorised in accordance with the applicable Belgian regulations that are in force at the time of use.
- **Fixed Telephony Service:** the public telecommunications Service, which Orange Belgium s.a. offers to the Customer within the framework of a Contract, and which makes communications possible from one or more fixed telephone lines that are connected with a PBX in Belgium, or a software application,
- **VPN:** a virtual private network, a structured and integrated set of telephony components configured in such a way that they form a private telephony network. 'voice channels': part of the bandwidth set aside for conversations.
- **Voice Channels:** number of channels that are available for simultaneously holding a conversation.
- The Orange Fix Network Access Device includes:
- Modem, in order to access xDSL line.
- Router, to route the internet traffic.
- As well as in some cases the IAD, the Integrated Access

Device to connect to an ISDN PBX. With this, the broadband internet and/or fixed telephony service via broadband is implemented at the Customer's. The broadband internet connection and/or the fixed telephony service via broadband and the Orange Fix Network Access Device constitute an indissociable technical entity. The Orange Fix Network Access Device is installed at the Customer's by an Orange-appointed installer. The Orange Fix Network Access Device remains the property of Orange Belgium s.a. at all times. The rights and obligations relating to the Orange Fix Network Access Device are included in articles 2, 3 and 4 of the Conditions for the Broadband Internet Service.

### 2. Description of the various Services

**2.1.** Fixed Telephony Service with Indirect Access: national and international communications and calls to Mobile Devices and to specific special numbers are possible from one or various fixed telephone lines connected to the public telephony network. Obtaining access to the Fixed Telephony Service with Indirect Access is solely possible with a fixed telephone by adding the prefix '1595' (either manually or automatically) before the full number of the addressee.

**2.2.** The Fixed Telephony Service with Direct Access: a connection is set up of one or more conversation lines between the end user equipment of the Customer and an access point on the Orange-network, with the aim of acquiring better rates for fixed calls from the Customer to all mobile networks and all national and international addressees.

A variety of technical solutions exist for connecting the Customer. The appropriate solution is selected on the basis of the Customer's location and infrastructure (for example the type of PBX), as well as the topology of his telephone network and the expected call traffic load. For some services, Orange Belgium s.a. also provides PBX solutions and fixed phones as part of the Fixed Telephony service. Different solutions can be chosen for each of a single Customer's sites. The equipment that Orange Belgium s.a. provides to the Customer within the framework of this Service is Orange Equipment, except in those instances where the equipment is sold to the Customer.

**2.3.** The 0800 Service is a telephone communications service which makes it possible for users to call free of charge to the Customer according to predefined criteria. This Service includes the allocation to the Customer of a telephone number (a 0800-number) and a number of optional Services. Calls from users to the Customer's 0800-number are paid by the Customer.

**2.4.** The VPN Service under the Fixed Telephony Service: the added value VPN Service comprises of offering the Customer a Virtual Private Network whereby multiple functions may be presented: private numbering plan, filtering calls, abbreviated numbers, Closed User Group, ... The functions selected are described in the Special Conditions.

**2.5.** If, on the basis of the Contract, Orange Belgium s.a. makes connections available to the Customer, then this is done in conformity with the conditions and the prices that are applied by the respective PTOs. The Customer knows and accepts that these conditions and prices can change.

**2.6.** The Fixed Telephony Service for telephony can be interrupted for maintenance, repair, upgrade and expansion works. In all such cases, Orange Belgium s.a. will make every effort to perform such work outside out of normal working hours and to inform the Customer in advance of such works.

**2.7.** The VOIP Trunking Service consists of a connection between the Customer's certified IPBX and Orange's network via an Ethernet interface.

**2.8.** Marketing numbers are non-geographic numbers for offering payable services of the 070 and 090X type from the series defined in the national telephone numbering plan for offering payable services via electronic communication networks.

### 3. Obligations of the Customer

**3.1.** With the exception of the provisions that are foreseen in Article 3 of the Conditions for Services, Orange Belgium s.a. reserves for itself the right to refuse to implement one or more connections or services within the Fixed Telephony Service, or of certain Options of the Fixed Telephony Service, especially in the following cases:

- if the Customer does not make available the equipment that is required for good the operation of the Fixed Telephony Service,
- if, according to first estimates by Orange Belgium s.a., the Customer will not be capable of generating sufficient call traffic with the Fixed Telephony Service,
- if the installations of the Customer are technically incompatible, e.g. for reasons of sub-standard cabling, PBX that cannot be configured, geographic distance not in conformity with the quality standards of the service, ...

#### 3.2. LOACPS

In the event of a Fixed Telephony Service with Indirect Access to which the Carrier Select code of Orange is automatically added, the Customer undertakes to return the signed LOACPS to Orange Belgium s.a. at the time the Contract is concluded.

In the event of a Combined Service, in the absence of a signed LOACPS returned in time, the Fixed Telephony Service shall not be activated, while the other Service that constitutes a part of the Combined Service shall be activated and invoiced at the tariffs provided in the Contract.

#### 3.3. Obligations in connection with the use of the Fixed Telephony Service

**3.3.1.** The use of the Fixed Telephony Service, in accordance with applicable legislation and regulations, is the complete and sole responsibility of the Customer. Orange Belgium s.a. is not liable for fraudulent use of the Fixed Telephony Service. In particu-

lar, Orange Belgium s.a. is not required to inform the Customer of every abnormal or unusual increase in the use of the Fixed Telephony Service. Orange Belgium s.a. is not responsible for the security of the PBX or other hardware and installations for the Fixed Telephony Service of the Customer.

**3.3.2.** The Customer commits himself to using the Fixed Telephony Service under the conditions determined in the Contract, and to re-port every malfunction or interruption of the Service within 24 hours to the telephone helpdesk of the Fixed Telephony Service.

**3.3.3.** The Customer will make no illegal or immoral use of the Fixed Telephony Service, and he will compensate Orange Belgium s.a. for all costs incurred by and fines imposed on Orange Belgium s.a. which are a consequence of a violation of this clause by the Customer.

**3.3.4.** If the Customer has a tariff plan with a minimum commitment, the Customer undertakes via the Fixed Telephony Service to conduct communications for a minimum amount. The minimum commitment is charged in any case, even if the Customer has conducted fewer communications.

#### 3.3.5. Change of voice channels

If the Customer wishes to change the number of voice channels, this shall result in a change of the subscription fee and/or the tariffs such as defined in the Special Conditions. A change in the number of voice channels may require a change in the physical installation and thus also the intervention of an installer.

#### 3.3.6. Moving

If the Customer moves, the Customer must take into account the fact that his numbers can only be retained if he remains within the same geographic zone. In the event of a move, the Customer must inform Orange Belgium s.a. at least 6 working weeks in advance. For services where Voip voice channels are used in order to establish the communication, in the case of a move the provisions set forth in article 3.1.6 of the Conditions for the Broadband Internet Service apply.

**3.3.7.** Unless other conditions have been agreed, the Customer will not sell or let the Fixed Telephony Service as a whole or in part to third parties, and he will not permit their use by a third party in any form.

### 4. Number portability of fixed numbers

The number portability of fixed numbers means that the Customer can retain his fixed telephone numbers when he changes his fixed operator. The Customer reserves the right to transfer the fixed telephone number to a different operator during one month after the date of cancellation of the Agreement for the Fixed Telephony Service.

The transfer of his numbers to Orange Belgium s.a. does not release the Customer from the duty of fulfilling his contractual obligations with his previous operator; should he fail to do so, the Customer runs the risk of having to pay compensation to that operator. The Customer alone shall be responsible for this.

The Customer who wishes to transfer his number to a new operator must address the new operator so that the latter can take the necessary steps in order to transfer the number. This operator shall - subject to obtaining a power of attorney (signed LoANP) from the Customer - cancel the contract with the previous operator. Orange Belgium s.a. shall then implement the number on its network or on the network of a partner with which Orange Belgium s.a. delivers the Service.

Orange Belgium s.a. will respect the legal regulations with regard to the transferability of telephone numbers, and it will undertake

the necessary measures for quickly and correctly realizing a transfer that is requested by a Customer and activating the (virtual) telephone line or the ISDN basic connection of the Customer.

Technical obstacles can always arise as a result of which the number transfer cannot be carried out at the desired moment, for example as a result of the obligatory exchange of data via the automated process of the central reference base.

The customer might be entitled to compensation if the number was not transferred in a timely manner. The Customer must address the new operator for this. If the transfer process fails, the former operator reactivates the number and the associated services of the Customer under the same terms and conditions, pending the successful transfer and activation of the services by the new operator. Operators will do everything in their power to prevent the service from being interrupted.

However, Orange Belgium s.a. cannot be held liable if the transfer is not carried out for a reason that depends on the Customer himself.

More specifically, Orange Belgium s.a. cannot be held liable in the event of a false, incorrect or illegible transfer request.

### 5. Restrictions relating to access and/or use of the Fixed Telephony Service

Orange Belgium s.a. does not impose any restriction relating to the Fixed Telephony Service use: all standard destinations can be reached, unless restrictions have been imposed by the regulator (for example, the use of Marketing telephone numbers).

The Customer can block certain numbers in the PBX himself. In the context of VOIP Trunking, in order to monitor service quality, the bandwidth size and the quality of Fixed Telephony Service only are measured against various parameters.

### 6. Information on the Fixed Telephony Service activation procedures

Per chosen access to the Fixed Telephony Service (with PRA, Voip Trunking, DSL), the first connection date will be determined per

location, in consultation with the customer within the framework of a project. This also depends on the location and the necessity of having on-site works performed by third-party operators, as a result of which the activation periods are prolonged. The Customer is required to provide Orange Belgium s.a. with all of the correct information requested in good time. Standard delivery times are indicative and are given without obligation.

### 7. Marketing Numbers Service

#### 7.1. Rules applicable to 070/090x Marketing numbers

**7.1.1.** The Customer accepts that the 'Code of conduct for 070 and 090x premium numbers' applies and confirms being aware of this Code of Conduct and agrees to abide by it. The Code of Conduct governs, in particular, the obligation to identify these 070/090x premium numbers and the handling of complaints about the services provided. The Code of Conduct is published on the site of Orange Belgium s.a.

**7.1.2.** In accordance with Article 116/1 of the Act of 13 June 2005 and the Code of Conduct, the Customer must complete an identification form for each 070/090x Marketing number that Orange Belgium s.a. allocates to the Customer. The obligation to register these numbers is a prerequisite for these numbers being made

available for use. In the event of any modification, the Customer shall provide Orange Belgium s.a. with the updated details. The Customer is solely liable for the accuracy and completeness of the information provided, and he/she releases Orange Belgium s.a. from all liability in this regard.

The identification form is made public on the website with the public number location database ([www.crdc.be](http://www.crdc.be)). Orange will make the necessary arrangements for publication.

#### 7.2. Invoicing for the Marketing Numbers Service

**7.2.1.** Orange Belgium s.a. will provide the Customer with documents every 2 months: on the one hand, a statement and, on the other, an invoice for the services provided by Orange Belgium s.a. in the framework of the Marketing Numbers Service.

**7.2.2.** The Statement documents a list of communications made to the Customer's Marketing Numbers. The list of communications documented on the Statement is definitive and valid in the case of a dispute.

In this document, Orange Belgium s.a. will make reference, on a separate line, to a 'Total collected on the order and the account of a third party' - AFER Circular no. 50/2009 (E.T. 109.696) dated 12/11/2009 and/or Circular no. IR/IV-4/91.638 (AREC - 2/2009 AFER 51-2009) dated 10/11/2009 as well as the total collected (TVAC) for this period. On the basis of the abovementioned Circulars and Article 2 of the Belgian VAT Law, no VAT will be due in excess of the total collected.

**7.2.3.** The invoice stipulates the sum due from the Customer to Orange Belgium s.a. for the provision of the Marketing Numbers Service.

Orange Belgium s.a. will send the Statement and the invoice to the Customer at the latest on the 20th day of the month following the transactions.

The Customer is liable to settle the invoice in compliance with article 9 of the general conditions.

**7.2.4.** The Customer is responsible for paying the VAT to the VAT authorities.

#### 7.3. Handling of complaints about the services provided

**7.3.1.** The Customer is liable for handling complaints about the services provided and declares that he/she will follow the procedures set out in the Code of Conduct mentioned in Article 7.1.2.

**7.3.2.** Users of premium rate numbers have the right to contact Orange Belgium s.a. to request information about these numbers and Orange Belgium s.a. will send them the identity of the Customer, as mentioned on the identification form of the number concerned. At the user's request, Orange Belgium may send complaints to the Customer and ask for the required information. In accordance with the Code of Conduct, it is up to the Customer to pass on the necessary information within 48 hours.

**7.3.3.** Users of premium rate numbers have the right to contact the Customer directly. In accordance with the Code of Conduct, the Customer is bound to provide the user with the necessary information within five working days.

**7.3.4.** If the Customer does not provide the information within the period stipulated in the Code of Conduct, in the event of the user contesting the service, the Customer will be bound to refund the amounts billed to the user. If the Customer refuses to refund the amounts billed to the user, Orange Belgium s.a. will be bound to compensate the user. In that case, Orange Belgium s.a. will charge the amounts concerned to the Customer by means of the billing of the Marketing numbers service.

**7.4.** The Customer is liable to communicate the tariff for each call to users in accordance with the Royal Decree of 27 April 2007. The Customer will draw up an individual invoice for users when they demand it.

## Special conditions for the Broadband Internet Service

### 1. Definitions and description of the Broadband Internet Service

The Broadband Internet Service refers to a Service, by which Orange Belgium s.a. implements the connection of the Customer to the Orange network with regard to the broadband Internet connection. The detailed specifications of this Service are included in the product descriptions, which are part of the Agreement with the Customer as special conditions regarding this Service. The type of broadband access that a given Customer is provided with depends in each case on the situation of the Customer himself, such as (but not limited to) the number of voice channels the Customer wishes to have available, the type of access (VDSL, cable, glass fibre, etc.), the distance from the Customer's site to the historical operator's network. The actually available up & download speeds depend on the Customer's distance to the ROP and the quality of the copper pair.

Orange Fix Network Access Device: see definition under "Conditions for the Fixed Telephony Service".

ROP is the Remote Optical Platform, a street cabinet that, via glass fibre, is linked with the network of the historical operator.

### 2. Performance, obligations and liability of Orange Belgium s.a.

**2.1.** Orange Belgium s.a. only ensures the compatibility of its Broadband Internet Service with the Orange Fix Network Access Device provided by Orange Belgium s.a.

**2.2.** The Customer recognizes his awareness of the fact that Inter-net connection and fixed telephony via broadband are no longer possible in case of:

- electrical breakdown, except when the Customer has an alarm central, in which case Orange Belgium s.a. provides a replacement battery for the supply of the Broadband Internet service,
- the Customer shuts down the Orange Fix Network Access Device.

In the above cases, the Customer is incapable of contacting the emergency services through the Broadband Internet Service and fixed telephony via broadband. Orange Belgium s.a. insists therefore that the Customer shuts down his Orange Fix Network Access Device as little as possible.

The Customer must never rely solely on the Fixed Telephony and Broadband Internet Service for critical applications and must provide for the necessary contingency plans.

Orange Belgium s.a. bears no responsibility in the above-mentioned cases. Orange Belgium s.a. bears absolutely no responsibility if critical applications - such as inter alia (but not limited to this) alarm lines, telephones in lifts and monitors of the water level of waterways - malfunction.

**2.3.** In order to safeguard the integrity and performance of the Broadband Internet Service and of the Orange network, Orange Belgium s.a. reserves the right to monitor the used volumes at any time, and to do anything necessary to preserve this integrity and performance. The proper operation of the minimum service option depends on proper accessibility within the Mobile Service at the Customer's location. Where no broadband access is required, the Customer may in some cases elect for a minimum service offering in terms of the conditions laid down in the product descriptions.

**2.4.** The Broadband Internet Service provided by Orange Belgium s.a. is limited to the supply of the necessary connections to enable the use of broadband Internet and fixed telephony. The end user equipment required to be able to use the Broadband Internet Service itself is therefore not covered by it and is entirely at the Customer's responsibility.

**2.5.** Liability of Orange Belgium s.a. for the Broadband Internet Service  
While the provisions of article 5 of the General Conditions remain fully in force, Orange Belgium s.a. cannot be held liable for damages in case or as a result of:

- poor performance of devices that allow access to the Broadband Internet Service, with the exception of a poor performance, not caused by the Customer, of the Orange Fix Network Access Device,
- any actions undertaken by the historical operator or the other partner with which Orange Belgium s.a. delivers the service,
- problems of reduction in speed or of a limited performance of the Broadband Internet Service, which may be caused by:
  - changes to the Broadband Internet Services due to works by the historical operator or by the other partner with which Orange Belgium s.a. delivers the service' on his network, lines or exchange,
  - the location of installation of the Broadband Internet Service is too far away from the telephone exchange of the historical operator, and this distance varies from case to case and is dependent of parameters that cannot be attributed to Orange Belgium s.a.,
  - a neighbouring number is activated, which may lead to the impossibility to surf, malfunctions or slowness,
  - a large number of surfers or downloaders are using the same loop,
  - the wiring is in a bad condition or of bad quality at the location of installation,
  - a combination of the above factors,
  - a malfunction in the operation of a server. The Customer recognises that the software used to control the server, is part of a very complex domain and that it is impossible to guarantee the absence of failures and malfunctions with this software. Orange Belgium s.a. will do everything possible to limit such malfunctions.

### 2.6. Liability of Orange Belgium s.a. with regard to Web hosting

Orange Belgium s.a. cannot be held liable for damages in case or as a result of:

- blocking of access to Web hosting because of
- the presence of an unauthorized element on the Customer's Site,
- violation of the Agreement, a Contract, or the applicable laws,
- the refusal to activate Web hosting because of reasons mentioned in article 6.2 of these Special Conditions for the Broadband Internet Service,
- the contents of the Customer's Site, which does not comply with the obligations imposed by Orange Belgium s.a.,
- loss of the data, stored by the Customer in the Directory, of which the Customer did not make a backup,
- not updating the control system by the Customer,
- saturation of the server causing a blocking of the access to the Customer's Internet site as a result of his neglect at respecting

the disk space allocated to the Customer or of the stipulated rules regarding bandwidth,

- troubles in getting access to the Customer's Site if these troubles are due to the construction of his Site, to the number of visitors that wants to get access to the Customer's Site simultaneously, or to all service providers that are responsible for the transportation of data on the Internet,
- the unauthorized contents of the Customer's Site,
- sending Spam or Direct Mail by the Customer or the Customer's Site representative,
- contamination of the Customer's Site by a virus, since it is up to the Customer to protect his Site,
- invasion, malice by third parties on the Customer's Site or on an Orange server or on a site of a third party,
- the distribution of a virus by the Customer or the Customer's Site representative (whether or not voluntarily),
- performing a forbidden activity through the Customer's Site as mentioned in article 6.7 "unsafe activities" of these Special Conditions for the Broadband Internet Service.

## 3. Obligations of the Customer

**3.1.** Preceding requirements for installation of the Orange Fix Network Access Device and activating the Broadband Internet Service.

**3.1.1.** The Customer undertakes to provide a telephone number via which Orange Belgium s.a. can reach the Customer for a technical intervention, as well as an e-mail address via which Orange Belgium s.a. can provide the Customer with information concerning the installation process. The Customer is obligated to provide access at the place of installation and at the moment of the agreed time of installation and/or at any time during the Contract concerning the Broadband Internet Service, to Orange Belgium s.a. or its subcontractor, and to allow them to perform all necessary works and changes that enable Orange Belgium s.a. to fulfil its contractual obligations.

Orange Belgium s.a. reserves the right to charge costs to the Customer if Orange Belgium s.a. or its subcontractor did not get access to the place of installation at the agreed times. If the Customer wishes to change the agreed time, this must be done at the latest 2 working days before the agreed time. Orange Belgium s.a. reserves the right to charge costs if the agreed time is changed without respecting the above rule.

The Customer will not perform such works for the installation of the Orange Fix Network Access Device himself, unless with explicit permission by Orange Belgium s.a.

**3.1.2.** The Customer will prepare the place of installation and make it suitable for the installation of the Orange Fix Network Access Device. This means that:

- the available Ethernet cards must be installed and functioning,
- if the Customer has one, the HUB/switch/router must be installed, accessible, and functioning,
- if the Customer has one, the PBX must be installed, accessible, and functioning the PBX must also meet the Euro ISDN standard,
- the cables (UTP cable) to connect existing PCs with the HUB or router must be available,
- sufficient contact boxes must be available close to the Terminal,
- the Customer must have the 'administrator user names' and passwords available of one PC or laptop,
- the Customer must have available the telephone number of any alarm control centre to which his alarm system is connected,
- the Customer must have available the contact details of the PBX supplier, where the Customer has one.

**3.1.3.** The Customer must allow Orange Belgium s.a. or its subcontractor to use the power supply of the Customer without charges, if necessary.

**3.1.4.** If the Customer is not the owner of the building, he must ask permission in advance from the owner. Orange Belgium s.a. is not responsible if works are performed on the building with permission of the Customer.

**3.1.5.** Orange Belgium s.a. reserves the right not to activate the Broadband Internet Service and to end the Agreement for the Broadband Internet Service with the Customer immediately, without costs or paying damages, if the Customer does not comply with one or more of the requirements mentioned above.

In this case, Orange Belgium s.a. reserves the right to demand compensation from the Customer for premature termination, according to the provisions of article 12 of the General Conditions.

**3.1.6.** The Customer shall inform Orange Belgium s.a. 6 working weeks in advance of a planned move of the Orange Fix Network Access Device. The Customer shall do what is necessary for the move of the Orange Fix Network Access Device and its accessories himself. However, the installation of the Orange Fix Network Access Device at the new Customer location after the move shall be carried out by an Orange-appointed installer.

In order to ensure the installation of the Orange Fix Network Access Device after a move, the Customer should strictly comply with the provisions of article 3.1 'Preceding requirements for installation of the Orange Fix Network Access Device and activating the Broadband Internet Service' and the provisions of article 4.8 'Installation of the Orange Fix Network Access Device'. The installation of the Orange Fix Network Access Device at the new address shall only take place if all Orange's required conditions

are met and if it is technically possible (in the sense of article 3.5 of the General Terms and Conditions) to supply the Service.

Moving the Fixed Service has no impact on the term of the Contract, provided that the Contract still has a remaining term of at least 12 months at the time of the moving request; otherwise, the Contract is prolonged by a period of 12 months after conclusion of the still-remaining term of the current Contract.

Orange Belgium s.a.nv reserves the right to charge a cost for moving the Fix Access Network Device and accessories. These costs are mentioned on the Orange Belgium website (orange.be).

If the customer, prior to delivery of the service, wishes to cancel the Contract, the rules described in section 12, "Termination", shall apply.

### 3.2. Appropriate and normal usage of the Broadband Internet Service

The Customer undertakes that he will not pass a fixed IP address to third parties or allow a fixed IP address to be used by third parties.

The Customer will apply and respect the guidelines of Orange Belgium s.a. regarding the Orange Fix Network Access Device in order to realize good operation and support of the Broadband Internet Service.

Moving the Orange Fix Network Access Device from its original location of installation is strictly forbidden, with the exception of an in-house movement. Orange Belgium s.a. informs the Customer that moving the Orange Fix Network Access Device in-house may have an impact on the Broadband Internet Service. The Customer is solely responsible for any consequences of a moving of the Orange Fix Network Access Device.

### 3.3 Limitations on access to and/or use of Broadband Internet Service

Orange Belgium s.a. applies a fair use policy : this means that there is no limitation on the use of the Broadband Internet Service so long as this is in accordance with “normal” professional use. Orange Belgium s.a. reserves the right, if the Customer’s average use significantly exceeds the normal use of Broadband Internet Service customers, to reduce the Customer’s available bandwidth. Orange shall inform the Customer of this.

## 4. Rights and obligations of the Customer with regard to the Orange Fix Network Access Device

**4.1.** The Customer will receive a non-exclusive and non-transferable right of license for the usage of the Orange Fix Network Access Device, such for the objectives, the duration and within the restrictions as stipulated in the Contract.

**4.2.** The Customer is obligated not to remove the notice on the Orange Fix Network Access Device, which indicate that the Orange Fix Network Access Device is not the property of the Customer, and to ensure that these notifications remain in good condition.

**4.3.** The Customer is obligated not to transfer or to rent the Orange Fix Network Access Device to any third party, in full or partially, unless with explicit permission of Orange Belgium s.a.

**4.4.** The Customer is obligated not to repair, service or alter the Orange Fix Network Access Device in any case or to have it repaired, serviced or altered in any case by any third party that is not recognized by Orange Belgium s.a., nor dismantle it or have it dismantled.

**4.5.** The Customer shall use with due care the Orange Fix Network Access Device in a normal office environment. Once the Business Livebox is delivered to the Customer and as long as it is at the disposal of the Customer, he alone is liable:

- for any usage of it and for the consequences of such usage,
- for any loss, any theft, or any damaging of the Business Livebox, regardless of the cause, with exception of defects in the Equipment that are not caused by the Customer and normal wear.

**4.6.** If the Orange Fix Network Access Device has defects, Orange Belgium s.a. will repair these defects for free, or replace the Orange Fix Network Access Device insofar as these defects were not caused by the Customer. If Orange Belgium s.a. is compelled to replace the Orange Fix Network Access Device, the Customer is compelled to return the Orange Fix Network Access Device to Orange Belgium s.a. via the installer.

**4.7.** If a third party takes a conservative measure against the Customer, or proceeds to executive impoundment of the Orange Fix Network Access Device, the Customer is obligated to point out to this third party that this Orange Fix Network Access Device is not the property of the Customer and that it is only stored at the place of installation. If the third party refuses to amicably discontinue the impoundment, all costs made by Orange Belgium s.a. to execute its rights will be at the expense of the Customer.

**4.8.** Installation of the Orange Fix Network Access Device The installation of the Orange Fix Network Access Device includes in its standard configuration:

- installation of the Orange Fix Network Access Device within a distance of 15 metres from the present Ethernet or telephone cable, on the same floor, without drilling holes. The Orange Fix Network Access Device shall always be installed as close as possible to the Entry Point (NTP) of the historical operator,

- connection of the Orange Fix Network Access Device with 1 computer, making use of the existing cabling,
- configuration of the Orange Fix Network Access Device for fixed telephony and broadband internet and setting up of the wireless network.

All other works are automatically regarded as not being included. In case the installer is willing to perform additional works that do not form part of the standard installation, this falls entirely under the responsibility of the installer and the Customer. The installer will draw up an estimate. If the Customer agrees with this estimate, the installer shall perform the works. The costs must be paid by the Customer directly to the installer. Orange Belgium s.a. is not an involved party, and these costs will not be found on the Orange invoice. The Customer alone is responsible for the internal wiring. If the quality thereof is inadequate, the Orange Fix Network Access Device will be installed at the Connection Point.

Each new installation or move of the Orange Fix Network Access Device shall be charged to the Customer on the basis of the installation tariffs applicable at that moment. If the Customer has a PBX, the PBX supplier must be present at the time of installation. At the time of installation, the Broadband Internet Service is tested, in case of LoANP the numbers are ported and the Fixed Telephony Service is tested. If the Customer made no comments at that moment, he acknowledges having received them in good condition without visible defects or shortcomings. Orange Belgium s.a. bears no responsibility for changes to the configuration of the devices at the Customer’s location after the installation which have an impact on the proper functioning of the Orange Services.

### 4.9. Returning the Fix Network Access Device

**4.9.1** At termination, for whatever reason, of the Broadband Internet Service Contract, the Customer should return the Fix Network Access Device to Orange Belgium s.a. in its original state, except for normal wear, within 14 working days after the termination of the Contract. If the Fix Network Access Device is not returned to Orange Belgium s.a. within this period of time, Orange Belgium s.a. reserves the right to have the Fix Network Access Device collected by the installer at the cost of the Customer. These costs are mentioned on the Orange Belgium website (orange.be).

**4.9.2** Orange Belgium s.a.nv also reserves the right to charge a cost for refurbishment (repair, renovation) of the Fix Access Network Device in case of early termination of the Broadband Internet Contract. These costs are mentioned on the Orange Belgium website (orange.be).

## 5. Suspension

The provisions regarding the suspension in article 11 of the General Conditions apply mutatis mutandis to the Broadband Internet Service. Moreover, in the case of serious shortcomings by the Customer regarding his obligations, more particularly in the case of a violation of the law, this Agreement or the rights of third parties, in case of non-compliance by the Customer of the netiquette, if the integrity of the Broadband Internet Service and the correct operation of the Orange network may suffer, Orange Belgium s.a. may block access of the Customer to the Broadband Internet Service and/or certain Options, to the Orange network as well as access by third parties to the contents in question, immediately and without being due any compensation for damages.

The Customer will be notified of this blockage via mail and/or letter giving formal notice to meet his obligations.

Orange Belgium s.a. reserves the right to take – at its own initiative – all measures that are necessary if the integrity of the Broad-

band Internet Service and the proper working of its network are endangered. These measures may consist of automatic activation of anti-spam protection in case of spam attacks, which endanger the proper working of the network, the suspension of the Customer’s access to the Broadband Internet Service or the suspension of the access of third parties to the information distributed by the Customer.

If Orange Belgium s.a. establishes that Customer’s system is not protected against open relay/open proxy or if, because of an open relay or open proxy system of the Customer, damage is caused to the Orange network or to the Broadband Internet Service, for example because a massive quantity of mails is blocking normal mail traffic or because the system of the Customer is used by hackers, Orange Belgium s.a. reserves the right to suspend the Broadband Internet Service and/or the Options for the Customer – in full or partially – without prior notification. The Customer will be notified of the suspension by letter. The service will be resumed when Orange Belgium s.a. receives written confirmation from the Customer that the necessary protective measures have been taken.

## 6. Termination

The provisions regarding termination in article 12 of the General Terms and Conditions for Services apply mutatis mutandis to the Broadband Internet Service.

If the Customer has not complied with the rules within ten (10) days after suspension of the Broadband Internet Service and/or the Options, Orange Belgium s.a. has the right to terminate the Contract in writing, without term of notice and without being due compensation for termination or for damages. Termination of the Contract for the Broadband Internet Service includes termination of both the fixed telephony and access to the Internet through broadband and of all Options.

## 7. Information on the activation procedure for the High-speed internet Service

The activation term of delivery for the High-speed internet service is fixed by agreement with the Customer. It will depend on the location and whether there is a need to carry out work on site by Third-Party Providers, in which case the activation terms of delivery will be extended. The Customer shall provide Orange Belgium s.a. with all the correct information required on time. Standard delivery times are indicative and are given without obligation.

## Terms and Conditions specific to the Orange TV services

It is not possible to conclude a Contract for Orange TV Services without having a Contract for the Broadband Internet Service. The Orange TV services are an option with the Broadband Internet Service.

### 1. TV services

#### 1.1. Offer

The Customer has exclusive access to the channels included in the digital television offer of Orange Belgium nv to which he has subscribed. The Customer may not use the Orange equipment to attempt to gain access to unsupported and non-included channels.

Orange equipment for the Orange TV services includes the modem, any decoder(s) and all accessories, such as cables and re-mote control, necessary for the reception of the TV services

by the Customer, which are the property of Orange Belgium nv and which Orange Belgium nv puts at the disposal of the Customer. The provisions concerning Orange equipment of article 8 of the General Terms and Conditions for Services apply in full for this Orange equipment. The Orange TV services include a basic TV service, TV programmes available in digital and possibly in analogue format and interactive services. The content of certain television channels may be broadcast in HD quality, insofar as the Customer has a device that allows distribution in high definition and is located in

a region where the Network Manager supports the HD services. The Network Manager is VOO or Telenet with regard to the internet and television services that are offered by Orange Belgium nv via cable.

The list of channels is subject to change without prior notice.

The Orange TV app Service is offered with the Orange TV services.

#### 1.2. Recording

With the recording, the Customer can make use of functionalities such as recording programmes on the decoder, pausing live broadcasts or rewinding. It is impossible to copy the recordings from the decoder to another medium. The decoder has a limited recording capacity. The decoder shows when this limit is reached. The Customer can create space by manually deleting certain recordings. If he fails to do so, recordings that are not protected by the Customer can be automatically deleted on the basis of seniority.

#### 1.3. Security

Access to certain content that may be harmful to the physical, mental or moral development of minors may be restricted by a personal parent code communicated to a user of at least eighteen years of age. The parent code consists of four digits and is entered during the installation of the Orange TV service. The Customer can change the PIN code himself via the settings of the decoder. If the Customer has lost his PIN code, it can be reset with the cooperation of the customer service. The Customer is responsible for the proper management of parental control, and undertakes to keep the parental code confidential and not to pass it on to third parties. Any use after the parental code has been entered is presumed to have been made by the Customer or with the Customer’s consent.

#### 1.4. Use

The Customer is responsible for the use of the Orange TV service via his connection. Any use of the Orange TV service by family members shall be invoiced to the Customer.

#### 1.5. Eligibility conditions

In order to be able to conclude a Contract with Orange for Orange TV services, the installation location of the Customer must have a functioning connection to the cable network of the Network Manager in his region and sufficient sockets next to the Network Connection Point. If the Customer does not have an active connection to the cable network, a connection fee will be charged. An overview of the costs can be consulted on [www.orange.be](http://www.orange.be).

The Network Connection Point is the physical access point to the network installed by the Network Manager at the Customer’s. The Network Connection Point is the network distributor (NIU) of the cable or the wall outlet of the cable,

If a connection is technically impossible, Orange Belgium nv has the right to refuse the Customer’s request. If the Customer moves house and wishes to continue using the services of Orange Belgium nv, Orange Belgium nv asks the Customer to provide his new address three weeks before the moving date if there is an existing

connection to the cable network, and six weeks before the moving date if there is still no connection to the cable network. Orange Belgium nv shall inform the Customer whether the new location meets the conditions, whether a connection is technically possible and whether a connection fee is due to continue to benefit from the Orange TV services.

### 1.6. Installation and activation

**1.6.1.** Depending on the Customer's place of residence, the Network Manager operating in the region, the Customer's type of residence/building and the number of decoders, if any, specific installation procedures may be required. The Customer can find an explanation about the different steps in preparation of the installation on [www.orange.be](http://www.orange.be) or by contacting the customer service of Orange Belgium nv. In any case, Orange Belgium nv shall inform the Customer about the necessity of preparing the installation. The costs for additional accessories (e.g. WiFi amplifiers, extra cables, adapters, etc.) sold by Orange Belgium nv are not included in the start-up costs, nor in the possible connection costs. The price of the accessories is mentioned on the Orange website: <https://www.orange.be>.

**1.6.2.** Orange Belgium nv undertakes to start the installation as soon as possible. The installation date is set in consultation with the Customer and can take place as soon as the installation has been prepared as described in article 1.6.1. The Orange TV services shall be activated and tested by Orange Belgium nv, after which a document shall be completed and signed by the installer, the 'Confirmation of technical intervention'. Orange Belgium nv asks the Customer to sign the 'Confirmation of technical intervention'. Unless stated otherwise on the 'Confirmation of technical intervention', the installation is regarded as successful. From the moment the 'Confirmation of technical intervention' is signed, the risk of loss, theft or damage of the Orange equipment is transferred to the Customer.

**1.6.3.** The Customer shall give to the Orange installer and, if necessary, to the installer of the Network Manager access to the installation site on the agreed installation date and at any other time during the term of the Contract, so that Orange can fulfil its contractual obligations.

**1.6.4.** The Customer shall ensure that the Orange equipment is installed in a suitable environment, where its proper functioning is not impeded, where it can be easily maintained and where the installation can take place safely. The Customer is responsible for the internal cabling used to connect the Orange equipment. The Customer undertakes to provide electricity free of charge in order to facilitate the installation. The installer may carry out all necessary work and make changes at the installation site in order to install the modem and the decoder(s). Orange Belgium shall not be liable for damage caused at the place of installation if it is necessary in order to be able to install the Orange equipment. The Customer shall refrain from carrying out any work and making any changes to the installed Orange equipment himself, except with the express approval of Orange Belgium nv.

**1.6.5.** The Customer undertakes to inform Orange Belgium nv immediately of any work inside or outside the building that could affect the proper functioning of the Orange TV services. The Customer also undertakes not to install anything that could cause malfunctions or disrupt the proper functioning of the Orange TV services.

**1.6.6.** The indoor installation, which includes the Customer's devices (television sets, computers, tablets, etc.), must comply with the safety and technical regulations and any other applicable legal measure. The Customer must switch off any part of his indoor installation, the use of which prevents or disrupts the network of Orange Belgium nv or of the Network Manager, as soon as the

Customer so determines or at the request of Orange Belgium nv. If he fails to do so, Orange Belgium nv shall have the right to suspend or possibly to cancel the Contract and to claim damages from the Customer.

## 2. Orange's liability related to TV services

Orange cannot be held liable for the content and/or the discontinuation of channels or interactive services, and/or the loss of exclusivity and/or the discontinuation of its programmes or interactive services. Orange Belgium nv cannot be held liable for changes to schedules or programmes that are composed by third parties. Orange cannot be held liable for any damage suffered by the Customer in the event of or as a result of:

- the incorrect use of the Orange TV services and the decoder by the Customer,
- the use of non-approved material by the Customer,
- temporary or permanent interference or quality defects of the Orange TV services due to external factors and their consequences,
- the intervention of third parties, despite the security measures taken by Orange Belgium nv,
- successive amendments to the regulations by the regulatory authorities,
- network failures,
- maintenance work carried out by Orange Belgium nv or the Network Manager,
- a power failure or malfunction of the decoder,
- difficulties with recording due to an error, a change or a delay in the announced programming.

Orange Belgium nv is not responsible for the information provided in the TV guide by the TV channels, nor for products and services provided by third parties via digital television. The Customer accepts that Orange Belgium nv exercises absolutely no control over and is not liable for the properties, quality, legality and security of the data, programmes or services of third parties to which the Customer has access via the Orange TV services.

## 3. Intellectual property rights

The Customer acknowledges and accepts that he may only use the Orange TV services and the decoder(s) for family and private use. Any other use, whether or not for payment, is prohibited. The content made available to the Customer is protected by intellectual property rights. In order to protect these rights, the Orange TV services make use of a technical system for the management of these rights. With this system, certain content can only be viewed in read-only mode. It also protects the content from being viewed on a player other than the one that is allowed, and prevents any reproduction, communication to third parties, modification and piracy. The Customer declares that he is informed and accepts that the system is capable of restricting or revoking his access to one or more content(s) and is updated automatically. Orange Belgium nv may not be held liable, in any way whatsoever, for the functioning of the system. The user may not take any action to manipulate, evade or impede the security and use rules drawn up by Orange Belgium nv.

## 4. Orange equipment

### 4.1. Use

**4.1.1.** Within the framework of a rental or loan contract, Orange Belgium nv puts Orange equipment at the disposal of the Customer, enabling the Customer to access the Orange TV Services to which he has subscribed. The Customer acknowledges having received the Orange equipment in good condition. In order to benefit from the Orange television services and to receive the programmes provided by Orange, each television set of the Customer

must be connected to an Orange decoder. The decoder consists of the device, cables and the remote control.

### 4.2. Return

**4.2.1.** If the Contract is terminated, for whatever reason, the Customer must send back the Orange equipment (in accordance with Orange's instructions) within fourteen calendar days from the end of the Contract. If the functioning and completeness of the Orange equipment are impaired, Orange Belgium nv is entitled to charge the repair costs to the Customer.

**4.2.2.** If the Customer does not return the Orange equipment, Orange Belgium nv shall send a notice of default to the Customer. If the Customer fails to return the equipment within 14 calendar days of the notification of default, Orange Belgium nv shall charge the Customer a fixed fee for not returning the Orange equipment (Rates: [www.orange.be](http://www.orange.be)).

## 5. Orange TV app

### 5.1. Subject

**5.1.1.** The Orange TV app is an option of the Orange TV services (hereinafter the 'Orange TV app Service').

**5.1.2.** With the Orange TV app Service, the Customer can:

- browse the TV guide for the next 14 days, with detailed information on all channels,
- to set up recordings remotely,
- manages recordings, scheduled recordings and recording conflicts,
- operate his TV decoder using the virtual-remote control in the application,
- watch live, under the conditions described in these terms and conditions of use, the selected TV content (hereafter the 'Orange TV app Content') which forms part of the broader TV content offered within the framework of the Orange TV Services (hereafter the 'live function').

**5.1.3.** These terms and conditions of use apply to the use of the Orange TV app Service by the Customer, as well as the specifications specific to the Orange TV app Service (available on [www.orange.be](http://www.orange.be) on the pages of the relevant services), and the privacy policy of Orange Belgium nv.

### 5.2. Access conditions

**5.2.1.** Only Customers with a subscription to the Orange TV services can access the Orange TV app Service. Persons without a subscription to Orange TV services can only browse the TV guide for the next 14 days.

**5.2.2.** In order to gain access to the Orange TV app Service, the Customer must:

- have a mobile or fixed Internet connection (WiFi, 3G or 4G),
- have a device (computer, tablet or smartphone) that is compatible with the Orange TV app Service and which is connected to the Internet, and
- have the Orange TV app installed on his device.

### 5.3 Details of the Orange TV app Service

**5.3.1.** The Customer can access the Orange TV app Service in Belgium.

The Customer can access the Orange TV app Service from anywhere in the world, with the exception of the live function.

In accordance with European Regulation 2017/1128 on cross-border portability of online content services in the internal market, the Customer can access the live function via 3G or 4G on the Orange network in Belgium, and via roaming anywhere in the European Union, provided that he can prove that, during the term of the

Contract for Orange TV services, his normal place of residence is in Belgium. Both at the time of conclusion of the Contract for Orange TV services and during its execution, Orange Belgium nv may verify the Customer's place of residence. Orange Belgium nv shall determine the measures it intends to implement in order to carry out the necessary checks, and this within the limits of the provisions of the aforementioned European regulation. The Customer undertakes to comply with all requests for information from Orange Belgium nv in this respect.

**5.3.2.** Due to reasons of a technical nature or related to the agreements concluded with the suppliers or designers of content, the Orange TV app Service is limited as follows:

- in principle, the live function allows the Customer to watch live TV or watch recordings for up to 5 streams, i.e. on up to 5 mobile devices at the same time (compatible computer, tablet or smartphone). However, due to contractual restrictions imposed by the suppliers and content designers, it is possible that for certain channels the number of streams is lower than 5. The TV set(s) will not be counted.
- the Orange TV app Content is different depending on the municipality where the Customer resides: <https://www.orange.be/nl/producten-en-diensten/internet-tv-mobiel#>.

**5.3.3.** The Customer expressly accepts that:

- the Orange TV app Content can evolve,
- the Orange TV app Service and the Orange TV app Content are not the same as the service and content available to the Customer within the framework of the Orange TV services, and
- Orange Belgium nv may modify the Orange TV app Content at any time, without prior notice. For example, Orange Belgium nv may modify, remove or add an element of the Orange TV app Content at any time and without compensation.

**5.3.4.** Access to the Orange TV app Service and its quality depend on the internet access used by the Customer and the conditions attached to it. The image quality depends on the internet coverage and the available bandwidth.

**5.3.5.** The use of the Orange TV app Service generates traffic, which means that the Customer uses the data included in his subscription to the Mobile or Fixed service of Orange Belgium nv. The Customer shall bear the costs of the fixed and/or mobile internet access required to use the Orange TV app Service and the costs resulting from the internet traffic generated by the Orange TV app Service.

To leave his mobile data untouched, the Customer must block the use of the live function in 3G/4G: in the application menu, he must click on Option and set the parameter 'Video quality on mobile network (3G/4G)' to 'No video in 3G/4G'.

### 5.4. Obligations of the Customer

**5.4.1.** The Customer acknowledges and accepts that Orange Belgium nv (or its partners) owns all rights of the Orange TV app Service, including all intellectual property rights to the Orange TV app Service. In the light of the Contract for Orange TV services, Orange Belgium nv grants the Customer a temporary, non-exclusive and non-transferable right to use the Orange TV app Service. This right of use is strictly limited to personal use within the Customer's family circle.

**5.4.2.** The Customer acknowledges that the Orange TV app Content is protected by intellectual property rights of third parties and/or Orange Belgium nv and undertakes not to use the content without authorisation and, in particular, to comply with the intellectual property rights on this content.

The Customer does not have a reproduction right or a right of public communication. The Customer therefore undertakes not to download, copy, reproduce, transmit, sell or publicly communicate

the Orange TV app Service and/or the Orange TV app Content in whole or in part. In the event of infringement by the Customer, the latter shall indemnify and compensate Orange Belgium nv against any complaints, objections or legal claims by third parties regarding the Orange TV app Content or the Orange TV app Service.

**5.4.3.** The Customer undertakes to use the Orange TV app Service only for lawful purposes and to indemnify and hold Orange Belgium nv harmless against any complaints, objections or legal claims by third parties as a result of unauthorised or non-conforming use of the Orange TV app Service by the Customer.

**5.4.4.** The Customer is responsible for the devices and software he uses to connect to the Orange TV app Service. In particular, the Customer is responsible for the configuration of those devices and software, as well as for all configuration changes made.

## **5.5. Obligations of Orange Belgium nv**

**5.5.1.** Orange Belgium nv shall make all reasonable efforts to provide the Orange TV app Service uninterruptedly, without however guaranteeing that the use of this service shall be uninterrupted, fast, secure or faultless. In addition, Orange Belgium nv may interrupt the Orange TV app Service for maintenance, repairs and modifications to the Orange TV app Service or to the Orange network.

**5.5.2.** The Customer accepts the Orange TV app Service in its current condition and accepts that Orange Belgium nv does not guarantee the quality of the Orange TV app Service, the conformity of this service with a given description, the functioning and availability of the Orange TV app Service. Nor does Orange Belgium nv guarantee that the Orange TV app Service is entirely free of defects. The Customer agrees that Orange Belgium nv cannot be held liable in any way for possible attacks by hackers, viruses or other malware that cause damage to the Orange TV app Service or the Orange TV app Content.

**5.5.3.** The Customer acknowledges and accepts that the Orange TV app Content is edited by third parties and that Orange Belgium nv has no influence on this. Consequently, the Customer accepts that Orange Belgium nv does not guarantee the quality and availability of this content and cannot be held liable for the lawfulness of this content.

**5.5.4.** In general, Orange Belgium nv declines all liability deriving from the provision of the Orange TV app Service, except in the event of gross or intentional negligence and fraud.

## **5.6. Modification of the performance of Orange Belgium nv**

**5.6.1.** Orange Belgium nv reserves the right to modify the Orange TV app Service and/or its characteristics at any time. The Customer acknowledges and accepts that Orange Belgium nv may, without prior notice and at its own discretion, cease to supply all or part of the Orange TV app Service or its functions, either permanently or temporarily. For example, Orange Belgium nv may, at any time and without compensation, change the conditions of access to the Orange TV app Service and, more specifically, terminate the free provision of the Orange TV app Service (or parts thereof) or make it (them) for-pay.

**5.6.2.** Orange Belgium nv reserves the right to amend the conditions of use, in accordance with the provisions of the present Terms and Conditions for Services.