# General conditions for consumers





# These general conditions comprise a number of sections:

- · Section A contains definitions of the terms used in these general conditions.
- Section B is specifically applicable to Mobile Services.
- Section C sets out the rules applying when the Customer opts for a package combining two or more Telenet Group services.
- Section D explains the general rules applying to all services and types of subscription arrangements.

In the event of a conflict between

(i) the provisions relating to a specific service or any Special Conditions and

(ii) the conditions set forth in section D,

the provisions relating to the specific service or the Special Conditions in question shall prevail over the general conditions contained in section D. Special Conditions shall at all times prevail over the provisions relating to a specific service.

Telenet Group provides its services inter alia under the trading name «BASE».

# A. Definitions

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

- Agreement: the contractual relationship between the Customer and Telenet Group in connection with purchase of the Products and/or use of the Services. The Agreement comprises the General Conditions and any or all of the Subscription Application, the selected Tariff Plan, set out in the Info sheet, and any Special Conditions and technical specifications.
- Bill/Invoice: the descriptive statement of costs and fees in connection with the Service (s) provided or to be provided to you and if applicable - the Products sold by Telenet Group within the framework of the Agreement. An Invoice, which Telenet Group is obliged to issue to certain Customers in accordance with the Belgian VAT legislation, includes confirmation of the existence of a cash claim against the Customer. The Customer must communicate his VAT number. The articles applicable to the Bills also apply to the Invoice.
- · Consumer(s): any natural person who is acting for purposes which are outside his trade, business, craft or profession.
- **Content:** the information or service (including offering of e-money) that is made available to the Customer via the Internet (public networks), Intranet (corporate networks) or other applications, regardless of the identity of the Content Provider. Some of these services are by default blocked, such as the purchase and use of electronic money, and the Customer who wishes to use such services, should first unlock them or have them unlocked.
- Content Provider: natural or legal persons responsible for the design, management and/or distribution of Content, whether or not for commercial purposes.
- Customer: the Consumer that utilizes the Services and/or purchases a Product.
- Data Services: Mobile Services that are offered to the Customer by Telenet Group or by a Content Provider and that enable the Customer to gain access via a mobile telephone, tablet, USB key or other equipment to the internet (public network), an intranet (corporate networks) or other applications (BlackBerry, MMS, Text Messaging) via the Network.
- Distributors: the entire Sales Points and independent distributors authorized by Telenet Group.
- General Conditions: these General Conditions, the wording of which may be obtained from Telenet Group and the Distributors, and can be consulted on www.base.be.
- Info sheet: a standardized sheet providing information on a specific Tariff Plan to the Customer.
- Mobile Services: the mobile telephony service and the additional services that Telenet Group provides.
- Network: the mobile telephony network of Telenet Group that is used by Telenet Group for providing Services.
- Online Shop: Telenet Group's web shop where Services and Products can be purchased through the Internet.
- Pack: a specific combination of two or more Services offered to the Customer in the framework of a single Subscription.
- Prepaid Call Credit: the prepaid call credit that gives the Customer access to certain Mobile Services using his SIM Card to the value of that prepaid amount and for which no Bill is issued.
- · Product(s): one or more products that the Customer purchases from or is provided with by Telenet Group.
- Sales Point: a shop that distributes Services and/or Products from Telenet Group and that is operated by Telenet Group or by an affiliated company of Telenet Group. The Online Shop is also considered a Sales Point.
- Services: the entire services delivered by Telenet Group to the Customer.
- SIM Card: the chip card that is provided by Telenet Group to a Customer and that requires to be inserted into the Customer's mobile phone, tablet, USB key or other equipment to be able to utilize the Network.
- Special Conditions: it is possible that, for certain Services, Special Conditions apply that deviate from the General Conditions. In such cases, those Special Conditions will be provided to the Customer prior to signature of the Agreement and will form part of the Agreement. The wording of the Special Conditions is, as is the case for the General Conditions, also obtainable from Telenet Group and Distributors, and may be consulted on the relevant product or service website which you can find through www.base.be.
- Subscription: the Agreement under which the Customer uses one or more Services for a fixed term or indefinite duration. The package under which a flat-rate monthly call credit is charged for by means of a Bill is also deemed a Subscription.
- Subscription Application: the application form completed and signed by the Customer under which the Customer requests provision of the Services by way of a Subscription.
- Tariff Plan: the tariff plan opted for by the Customer from the list of tariffs upon contracting the Agreement or thereafter. The various Tariff Plans for the different Services may be consulted at Distributors, at Telenet Group's Customer Services department or at www.base.be.
- Telenet Group: Telenet Group NV/SA, Liersesteenweg 4, 2800 Mechelen, RPR Antwerpen dept. Mechelen 0462.925.669.
- Text Message: short text messages of up to 160 characters that the Customer can send and receive using his mobile telephone.

# **B. Mobile Services**

# **B.1. Connection and activation procedures**

The Customer can gain access to the Mobile Services by either taking out a Subscription or by purchasing Prepaid Call Credit. B.1.1. Subscription

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

B.1.2. Prepaid Call Credit

B.1.2.1. Prepaid Call Credit gives the Customer direct access to a number of Mobile Services up to the amount of the call credit.

The available Mobile Services and the applicable rates vary depending on the type of Prepaid Call Credit chosen. Further information in this regard is available from Telenet Group, the Distributors and on the relevant product website which you can find through www.base.be. Prepaid Call Credit is a service available exclusively to Consumers, for which no invoice is issued.

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

B.1.23. The Customer is never entitled to any refund of the unused Prepaid call credit, even in case of application of article B.2.2. of the General Terms and Conditions, except in case of (i) migration to a Subscription or (ii) porting of the number to another operator. The Call credit actually purchased by the customer (i.e. not call credit received for free as part of a promotional offer) can be transferred. If the number is ported to another operator, the request for reimbursement must be made within a period of one month from the date of the effective porting of the number, in accordance with the procedure provided on the specific web page, subject to an administrative fee. After this period, the Customer forfeits the right to a refund. If the request is granted by the operator, BASE undertakes to issue the refund within one month of the request. If the request is not granted and no refund will be made, the Customer will be notified in due course.

B.1.24. Any change made by Telenet Group to its applicable conditions (including, but not restricted to a change in the applicable domestic rates) shall in no event affect the Customer's rights with respect to call credit purchased prior to the change. Prepaid Call Credit purchased before the revised conditions come into effect continues to be subject to the previous terms applying until the next top-up made after the changed conditions come into effect. The Customer is deemed to have accepted the changed conditions purely and simply by purchasing new Prepaid Call Credit.
B.1.3. Activation

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

# B.2. Telenet Group's contract performance

# B.2.1. Roaming and international calls

Depending on the options, the type of Subscription, the type of Prepaid Call Credit, or the period during which a Customer has already been a Customer, Telenet Group offers the Customer the possibility of making calls from, or receiving calls in, countries other than Belgium («roaming»), or making calls from Belgium to a number of foreign networks (international calls). The list of such countries and the prices charged for such roaming Services and international calls are available via the Telenet Group customer service department and on the relevant product or service website which you can find through www.base.be. Depending on the country where the Customer happens to be, the SIM Card will or will not automatically select a network of one of Telenet Group's partners. However, the Customer is always free to manually select another network of his choice, on condition that Telenet Group has contracted a roaming agreement in that country with the operator of that other network.

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

When the Customer roams on a foreign network, the quality of service in that country may differ from the quality the Customer is used to on the Telenet Group network in Belgium. The quality of the roaming service depends, among other things, on the available network technologies, local network coverage, available speed and possible limitations that the local network operator imposes. Telenet Group cannot be held liable for this. The Customer can find more information about this at base.be/roaming. Complaints about the quality of the roaming service can be reported through the standard complaints procedure as described in article D13.

#### B.2.2. Call number

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

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

• the Prepaid Call Credit only remains valid for a period of twelve (12) months following the purchase of said call credit;

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

If the Customer has contracted a Subscription and unless otherwise agreed in the Special Conditions, the Customer accepts that, if the Customer does not use his Subscription at least once for twelve (12) months, Telenet Group has the right to terminate the Subscription and any corresponding options and to withdraw the call number (with the consequence that the call number is finally forfeited by the Customer). In that event, any remaining call credit, options or credit of any kind whatsoever will automatically lapse.

#### B.2.3. Emergency services

Telenet Group shall grant access to emergency services and provide information concerning the location of the person who called emergency services. B24. Speed of the network, monitoring and open internet access

The estimated average maximum download- and upload speed of the Network is: (i) when using 4G technology: 130 Mbps download speed - 32 Mbps

upload speed; (ii) when using 3G technology: 23,3 Mbps download speed - 4,2 Mbps upload speed.

These are estimated average maximum speeds. In practice, it is possible that the actual speed is lower. Furthermore, sporadic saturation of the Network cannot be excluded. When, e.g., on a certain location a very large amount of users simultaneous make intense use of the Mobile Services (e.g. because they are using the Network for streaming video's on their smartphone), the Network can at that location become saturated.

When the Network is saturated, the internet connection will slow down. Online videos can stammer when played or it can take longer for a webpage to load, or a document to be downloaded or uploaded.

Telenet Group uses multiple central monitoring proceedings to measure and handle the traffic on her Network in order to avoid, or at least limit saturation. When a threat of saturation is determined, Telenet Group takes all reasonable measures (including traffic management measures) to, as good as possible, assure the quality and continuity of the Mobile Services. Traffic management measures can e.g. mean that Telenet Group, when faced with a threat of saturation of the Network, prioritizes certain time sensitive services on her Network

(e.g. telephone calls) against certain less time sensitive services (e.g. checking an online newspaper).

Telenet Group does everything it can to make sure the quality of the delivered internet connection corresponds with the internet connection quality published by Telenet Group. The law contains a number of means to protect the customer, when the quality of the delivered internet access often or constantly deviates from the by Telenet Group published quality of the internet access if these deviations are accountable to Telenet Group. When the legal requirements are met, the customer can e.g. cancel its subscription. To avoid any confusion, this clause in itself does not create any contractual rights for the customer, which the customer does not already possesses by law. Telenet Group advises customers to, before resorting to these measures, first contact the customer service of Telenet Group that is responsible for the Product or the Service. When the customer is not satisfied with the solution offered by Telenet Group, the customer can also contact the ombudsman service for telecommunications. See point D.13 for more information regarding the handling of queries, complaints and disputes.

B.2.5. Roaming through alternative roaming providers

The EU Roaming Regulation offers the possibility to the Customer to purchase at any moment data roaming services from an alternative roaming provider for roaming services in the EU Member States on the call number provided by Telenet Group. If the Customer wishes to use services from an alternative roaming provider for roaming services, Telenet Group will make all required changes free of charge and usually within 24 hours after receipt of the respective order from the alternative roaming provider. In such case, the alternative roaming provider will charge the relevant roaming services directly to the Customer. The roaming tariffs of Telenet Group will not apply for such services and Prepaid Call Credit purchased with Telenet Group cannot be used for such services. All requests with regard to such subscription through an alternative roaming provider (e.g. activation of subscription, any change in settings, inquiries on that subscription, billing, availability) are the exclusive responsibility of the alternative roaming provider. Customer is advised that, in case of change of domestic local provider, the new domestic local provider does not have the obligation to support the roaming services provided by a specific alternative roaming provider. It is the exclusive responsibility of the alternative roaming provider to inform the Customer in case certain roaming services or functionalities would not be available.

It is necessary that the Customer changes his/her Access Point Name (APN) settings if he/she selected a local foreign provider for data roaming services only when being abroad in one of the EU Member States. Customer is aware that the APN settings are to be restored to the original APN name when returning back to Belgium, otherwise the Data Services in Belgium will not be working.

In the event of purchasing data roaming services only from an alternative roaming provider it may no longer be possible to manually select another network for voice and sms roaming services.

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

## B.3.1. SIM Card - PIN code

B.3.1. To prevent misuse, the Customer shall immediately upon receiving his SIM Card change the standard PIN code into a personal secret PIN code. The Customer is responsible for keeping this code strictly confidential and shall therefore ensure that he does not select a code that is too simple (such as 1111, 2222 or 1234).

B.3.1.2. Telenet Group is and remains the sole proprietor of the SIM Card provided to the Customer. The Customer may not dispose of, lend, damage or destroy the SIM Card.. The Customer shall in any event be solely liable to Telenet Group for performance of his obligations under the Agreement. Within seven (7) days after the end of the Agreement, the Customer shall return the SIM Card to Telenet Group or one of the Sales Points. The Customer must make responsible, reasonable use of the SIM Card. Any attempt to copy the technical identification data on the SIM Card and any fraudulent use of the SIM Card is prohibited and shall result in withdrawal of the call number linked to the SIM Card, without prejudice to other measures that Telenet Group might take against the Customer.

B3.13. In the case of loss or theft of or damage to the SIM Card, the Customer continues to be liable for use of and payment for the call and other costs until such time as the Customer has requested Telenet Group by telephone to suspend the Mobile Services. Upon making this request, the Customer must be able to identify himself as the rightful holder of the SIM Card. This request must be confirmed by the Customer in writing within eight (8) days of the telephone notification. If requested by Telenet Group, the Customer must disclose the reference number under which the loss or theft has been reported to the police. During the period of suspension, any Subscription charges shall continue to be due. The validity period of Prepaid Call Credit whose validity is limited in time is not suspended and therefore lapses on the initially scheduled date. At the Customer's request and upon payment of the costs thereof, Telenet Group will provide the Customer with a new SIM Card. Telenet Group shall within five (5) working days make all reasonable efforts to lift suspension of the Customer's Subscription once he is in possession of a new SIM Card or if his mislaid SIM Card is recovered, with retention of any remaining call credit. If, for any reason, it is not possible for Telenet Group to lift suspension of the Customer's Subscription within the period of five (5) working days,

the Customer will not be billed any pro rata temporis Subscription charge for the succeeding period.

## B.3.2. Appliance

B.3.2.1. The Customer shall only use the Mobile Services via an appliance that meets Belgian and European standards and is suited for the Network and services that the Customer wishes to utilize. The Customer can find relevant tips in this regard on the website www.base.be, which offers useful information, by way of guidance only. Even if the Customer's appliance is suited to the Network, Telenet Group does not guarantee that all the appliance's functions can be used. The Customer shall adhere strictly to the instructions for use of his appliance.

The Customer shall himself be responsible for replacing his appliance if, for technical reasons inherent in the appliance (for instance because it is too old), he is unable to gain access to the Network or it is unsuitable for using certain Data Services. Both before and after activation of the Mobile Services, Telenet Group may require the Customer to present his appliance for verification. Use of any other equipment, including the use of SIM boxes or GSM gateways, is prohibited unless Telenet Group gives its express, written permission and the IMEI number of the relevant appliance or the relevant SIM box is registered by Telenet Group. The Customer agrees that calls from or to forbidden appliances may be automatically jammed without advance warning and that such use entitles Telenet Group to immediately suspend and/or terminate the Mobile Services without any advance warning.

B.3.2. Telenet Group points out that, despite the excellent quality of the Network, it is not possible for it to guarantee perfect coverage over all of

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

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

B.3.3. Sending text or voice messages

B.3.1. The Customer is prohibited from sending text messages or voice messages via the Network to groups of more than twenty (20), whether or not they are pre-identified users of a mobile telephone.

B.3.2. Unless the recipient has given his express consent, the Customer is prohibited from sending third parties text messages or voice messages containing any commercial content via the Network.

B.3.4. Telenet Group has the right to suspend or terminate the Mobile Services if the SIM cards used by a Customer have been the subject of an organized resale to persons who are not residing in Belgium or have no stable connection with Belgium.

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

Unless otherwise provided to the contrary, registration for or use of a Data Service is only possible if the Customer has signed up for a Mobile Service (subscription or Prepaid Call Credit). In that case, it will be possible to make use of Data Services unless the Customer has asked Telenet Group in writing not to allow the use of Data Services.

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

Data Services are subject to special rates, which vary inter alia depending on the number of megabytes that the Customer up- and downloads using his appliance. The rates for each Data Service can be obtained from the Distributors and from Telenet Group's customer service department and on Telenet Group's website where an Info sheet is available for every Service.

Telenet Group advises the Customer that Telenet Group is in no way involved in the contractual relationship arising between the Customer and the Content Provider. If the Customer wishes to use such Content and to that end enters into an agreement with the Content Provider, then he does so at his own risk and Telenet Group cannot in any event be held liable for the content of that Content that is provided by the Content Provider or for the terms of consulting same. The Customer may not ask Telenet Group to prove whether or not the Customer has entered into a contract with a Content Provider. Except where Telenet Group proposes Content under its own name, the Customer accepts that Telenet Group has nothing whatsoever to do with the Content to which the Customer has access via the Network and cannot therefore in any event be held liable for that Content or for information consulted on third party websites, or for e-mails and/or Text Messages that are sent or received in the context of services in relation to Content. Nor can Telenet Group be held liable for any infringement of applicable laws or regulations by a Content Provider (e.g. with respect to intellectual property rights). Furthermore, certain Content may only be consulted in accordance with the duration, price, age conditions and all other applicable conditions that may be laid down by the relevant Content Provider. If the Customer fails to comply with certain conditions, like special conditions of use, laid down by the Content Provider, the Customer is solely liable for the consequences of such breaches, such as availability of the Content being discontinued, and the Customer shall be liable for all and any costs and compensation caused as a result.

If the Customer subscribes to consulting Content for which a fee is charged and that is offered by a Content Provider, the Customer shall be liable for an additional fee for consulting that Content in terms of the conditions laid down by the relevant Provider. Acceptance by the Customer of the Content Provider's conditions for consulting the site also entails the Customer's acceptance of the subscription price.

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

Unless Telenet Group gives its express, written consent, the Customer is in all circumstances prohibited from in any way selling, giving away, sub-leasing or in any other way marketing the SIM Cards and/or Mobile Services allotted to him, whether in whole or in part (for instance with the help of a SIM box). The Customer undertakes that he shall not send any data to groups of recipients in an automated fashion. Any breach of this prohibition shall be regarded as an irreparable breach within the meaning of clause F.10.3.1.2, and shall carry the consequences associated therewith.

# C. Packs

# C.1. Available Packs

Telenet Group offers Packs to its Customers. Packs are specific combinations of several Services. This list of the various available Packs, with detailed Info sheet on their content, possible options and rates, is available from Telenet Group and the Distributors and can be consulted on the relevant product website which you can find through www.base.be.

#### C.2. Subscription

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

#### C.3. Applicable conditions

For Packs, special Tariff Plans, listed on the Info sheets, have been developed. Apart from these rates, the specific conditions for each of the Services forming part of a Pack continue to apply to the relevant Service.

# C.4. Suspension of the Services forming part of a Pack

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

# C.5. Termination of a Service forming part of a Pack

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

# D. General

# D.1. Subscription and Prepaid Call Credit

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

- a. either submit his original Subscription Application to Telenet Group or a Distributor.
- b. or post his original Subscription Application to Telenet Group with a photocopy of the information set out under sub-clause D.1.2 within three working days after activation of the Subscription.
- c. or, if he wishes to access the Services via the Online Shop, follow the steps described during the subscription process on the website of the Online Shop

D.1.2. Telenet Group reserves the right to regard a Subscription Application or a request to purchase Prepaid Call Credit as invalid if it is not accompanied by the following documents:

a. for natural persons:

• Belgians: the original of a valid Belgian identity card or passport;

• Non-Belgians: identity card or passport, or, as the case may be, the original identity card for foreigners issued in Belgium;

b. for attorneys in fact:

proof of his identity and power of attorney;

• as the case may be, the documents referred to under sub-clauses D.1.2(a),

D.1.3. Telenet Group may require each Customer to produce additional documentation in support of the Customer's credit rating. D.1.4. Telenet Group may refuse to process a Subscription Application or a request for activation of an additional Service if, inter alia,

(i) the Customer fails to fulfil his obligations resulting from another agreement with Telenet Group, or (ii) access to the Service cannot be effected under satisfactory technical conditions, or (iii) if there are serious doubts about the Customer's solvency. If a Subscription Application is refused, the customer can purchase Prepaid Call Credit.

# D.2. Best-efforts obligation

Regarding provision of the Services, Telenet Group is only under a best-efforts obligation. Telenet Group will deploy all reasonable resources to ensure smooth access to and the security, reliability and proper functioning of the Services with as few interruptions as possible. Telenet Group itself determines the most technically appropriate means of providing the Services but is under no obligation whatsoever to extend the Network or increase the network capacity. Telenet Group does not guarantee continual, uninterrupted use of the Services or certainty that all data sent and received by means of suitable equipment can be delivered uninterruptedly, in the correct form and within a certain time span. If use is made of the internet or similar networks, interference and/or the unavailability of connections with the public internet and/or other telecommunications networks may hinder use of some Services. When using the Services, Security risks may arise concerning, for example, the integrity of Client data or Client identification data. In order to respond to an incident relating to data security or integrity or in the event Telenet Group identifies potential threats or vulnerabilities, Telenet Group shall take all reasonable technical and organisational measures, without being able, however, to prevent such risks from arising.

#### D.3. Liability of Telenet Group

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

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

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

- D.3.3. Telenet Group cannot in any event be held liable for:
- a. the content of conversations conducted in the context of the Services;
- b. transactions entered into by the Customer and a third party and the services provided by third parties or accessible via the Services; without prejudice to the generality of this exclusion of liability, this provision is specifically applicable to transactions between the Customer and a service provider of (services relating to) electronic money. Such services are transfers of money, not purchases of Telenet Group's Services. Telenet Group acts solely as a distributor and bills on behalf of the service provider the electronic money to the Customer. Telenet Group shall in no event be liable for any transaction (money transfer) in that respect.

c. the content, integrity or accuracy of the data sent via the Services and the information provided by third parties or accessible via the Services;

d. any breach of the confidentiality of data sent via the Services;

e. damage to or the loss of data received or sent via the Services.

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

#### D.4. Purchasing a Product - Warranties

D4.1. Without prejudice to Article D.4.2., property in each Product passes to the Customer upon delivery thereof to the Customer. Thenceforth, the Customer bears the risk of theft or loss of the Product, and in this connection may not assert any rights against Telenet Group. Notwithstanding the fact that the Customer is the owner of the Product, he is prohibited from changing the specific settings thereof. In the event that this prohibition should be flouted, proper functioning of the Service can no longer be guaranteed.

D4.2. In specific cases, property in a Product does not pass to the Customer upon delivery thereof. This is so in case of purchase of a Product with deferred payment via Telenet Group's Online Shop, if the Customer has acquired a Product free of charge or at a lower price, acquisition of which was tied to signing up for a Subscription with an amortization table, or if the Customer purchases the Product through a consumer credit entered into with a third party. In these cases, the Customer should consult the applicable Special Conditions. In such case of delayed transfer of property, the Customer bears, in all cases, the risk of damage, theft or loss as of the delivery of the Product.

D4.3. If the Customer's Subscription Application is rejected in whole or in part or if the Customer's Subscription is suspended by Telenet Group in terms of these General Conditions, the Customer has no right to a return or refund of the price for Products previously purchased by him (e.g. a mobile telephone), even if that Product was purchased from a Sales Point.

D.4. Subject to relevant mandatory provisions, after the expiry of a period of two (2) years commencing on the date of delivery to the Consumer, Telenet Group shall cease to bear any liability whatsoever in connection with the Products.

D4.5. In case of purchase of a Product via Telenet Group's Online shop, Special Conditions, inherent on distance selling, apply. The Customer can consult these Special Conditions before he definitely confirms the purchase in the Online Shop.

# D.5. Processing of personal data

The processing of personal data is subject to the BASE privacy policy. You can consult the BASE privacy policy at all times on https://www.base.be/nl/wettelijke-informatie/privacybeleid.html. You can also always request a copy from the BASE customer service or in one of the BASE stores.

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

D.6.1. Information

D.6.1.1. The Customer recognizes that, prior to contracting the Agreement, he received all requisite information, including the Info sheet, relating to the Services and Products. The Info sheet can be consulted at any time on Telenet Group's website.

D.6.1.2. The Customer shall immediately notify Telenet Group in writing of changes to the information he provided to Telenet Group upon activation of the Services or thereafter (e.g. a new address, a new e-mail address or a new account number for direct debit purposes).

Costs resulting from non-compliance with this obligation shall be fully borne by the Customer.

D.6.1.3. The Customer will receive a standard Text Message as soon as his use exceeds the Tariff Plan of the Subscription. A second warning will be sent when the Tariff Plan is exceeded by more than 50 euro. The Customer can configure extra warnings in the Customer Zone at the website www. base.be. Important note: the processing of Customer's use can occasionally last longer and warnings will then be delayed

(for example, if Telenet Group has not yet received the information from a foreign operator).

## D.6.2. Careful use

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

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

The Customer undertakes to honour any intellectual property rights that might be associated with the Services or the data processed in the context of a Service. In this regard, Telenet Group informs the Customer, who accepts, that all trading names, logos, designations and trade marks used by Telenet Group in relation to the Services are protected by trade mark law and use thereof by the Customer is prohibited. D.6.3. Normal use in the framework of an unlimited offer

Diverse provisions of these General Conditions, together with Special Conditions and Tariff Plans, make reference to "normal personal private use" or "normal professional use" in the framework of an unlimited offer. Normal personal private use or normal professional use in the framework of an unlimited offer permits very intensive use of the relevant Services. Only in the case of fraud, dishonest use or, more generally, use that does not accord with use that may be expected from a Customer that has taken out a certain Subscription is there deemed to be use that is not normal, as explained more into detail in the "Terms and Conditions for normal use in the framework of an unlimited offer" of the Special Conditions.

# D.6.4. Liability

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

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

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

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

## D.7. Rates - Price indexation

D.7.1. The various Tariff Plans in relation to the various Services can be obtained from the Distributors and from Telenet Group's customer service department. They are also mentioned on the Info sheet that can be consulted at any time on Telenet Group's website. Unless otherwise expressly provided in the Special Conditions for a given Service, Telenet Group's rates apply only to calls/Text Messages/MMS and the use of Data in Belgium, and special numbers are excluded.

D.7.2. Various Tariff Plans offer the Customer the possibility of transferring unused call credit to the next month. In such cases,

the call credit is used up as follows: the Customer first uses the call credit from the 'new' month and only once that is used up is use made of the transferred call credit from the previous month.

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

# D.8. Billing and payment

D.8.1. The Bills sent to the Customer contain the following particulars:

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

D.8.2. The Customer receives a detailed Bill in the customer zone. The Customer who chooses to receive the basic Bill on paper will only be able to consult the detailed Bill in the customer zone.

D8.3. Unless otherwise agreed or inter alia unless technical problems should occur, Telenet Group sends the Customer Bills on a monthly basis. Since Telenet Group has various billing cycles each month, not all Customers are billed together for an entire calendar month. It is therefore possible that the first Bill relates to a period of less than one month. Rates relating to a full month will then be charged pro rata temporis and the number of call minutes and/or Text Messages and/or MMSs and/or Data that are free or are included in the flat rate monthly call credit will also be calculated pro rata temporis. In the case of rate changes by Telenet Group or in the event the Customer migrates from a certain type of Service to another type of Service (change of Tariff Plan), the changed rates are applied and charged pro rata temporis.

In the event of a change of Tariff Plan at the Customer's request, the changed rate will become immediately applicable. The same shall apply if the Customer requests new or additional services. The Customer agrees that the cost of roaming services may be billed several months after the date of provision of the roaming service because Telenet Group requires to wait for information from the other operators involved in this regard.

D.8.4. One (1) copy of the Bill is sent to the Customer. The Customer agrees that Bills may be dispatched electronically. The Customer may at any time ask on simple request, at no charge, to revert to classic billing on paper. In that case, he may also request one or more duplicate Bills upon payment of a charge as laid down by Telenet Group.

D.8.5. All billed amounts are payable within the deadline stated on the Bill. The different payment methods are explained on www.base.be.D.8.6. In the event of non-payment by the due date, Telenet Group will send the Customer a reminder. In this case, reminder costs may be charged (see overview of costs at www.base.be).

The amounts not paid on time are increased by a fixed compensation (including the legal interests calculated from the due date until full payment and the reminder costs). The flat fee is determined by the law of May 4, 2023 (Book XIX Consumers Debts in the Code of Economic Law): a) 20 euros if the balance due is less than or equal to 150 euros;

b) 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;

c) 65 euros plus 5% of the amount due on the bracket above 500.01 Euros with a maximum of 2,000 euros if the balance due is above 500 euros.

D.8.7. In the event that Telenet Group fails to refund any amounts owed to the Customer within the agreed payment period, the Customer is entitled to equivalent statutory interest from the moment Telenet Group becomes aware of the Customer's account number.

D8.8. Protests against Telenet Group Bills must be notified to Telenet Group within one month of billing date, failing which they will be rejected. This possibility does not affect the Customer's obligation to pay the Bill within the normal period unless the Customer is justified in disputing the billed amount. The Customer is nevertheless obliged to pay the undisputed amount for the billed Services as well as subsequent Bills where they do not give rise to a dispute.

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

#### D.9. Assignment of the Agreement

D.9.1. Telenet Group may partly or wholly assign its rights and/or obligations under the Agreement to a third party without the Customer's consent. However, such an assignment shall not result in any impairment of the Customer's guarantees. D9.2. The Customer may only assign his rights and/or obligations resulting from the Agreement to a third party, whether in whole or in part, provided Telenet Group gives its written consent.

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

D.10.1. Commencement and term of the Subscription

A Customer's Subscription commences upon activation of the Subscription. Unless the Customer has explicitly opted for a fixed-term Agreement in the Subscription Application, the Subscription is for an open-ended period.

D.10.2. Suspension of the Services

# D.10.2.1. By Telenet Group

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

- if the Customer fails to fulfil his obligations under the Agreement or if he utilizes the Services contrary to applicable statutory or regulatory provisions:
- in the event of non-payment in whole or in part of the Bill amount for a Service within the payment deadline, or in the event of insolvency or a presumption of manifest insolvency;
- · in the event of fraud or a presumption of manifest fraud;
- if the Customer has given incorrect, incomplete or false information in the Subscription Application, fails to notify changes in such information in accordance with clause D.6.1.2 or fails to send Telenet Group the Subscription Application in accordance with clause D.1.1;
- if the Customer has refused to make over the guarantee or down-payment stipulated in clause D.1.5 within the stipulated deadline;
- in the case of abnormal use by the Customer. In this context, abnormal use means the use of services (e.g. for incoming or outgoing calls. Text Messages, use of voicemail, call types, the volume of downloads) which is significantly higher than the average use of an average customer for the same service or comparable service ;
- if Telenet Group determines that the (mobile) telephone, tablet, computer, modem or other installation used by the Customer may cause interference on the Network or is not approved in accordance with applicable standards;
- on the basis of the compulsory statutory requirements in connection with the Network or installations of Telenet Group;
- in the event that the Customer fails to fulfil his obligations under any other agreement with Telenet Group.

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

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

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

In the aforementioned cases of suspension, the Customer has no right to any compensation from Telenet Group except in the event of unwarranted or unfounded suspension. In addition, the Customer continues to be bound by his obligations under the Agreement, including payment obligations. In this respect, the Customer acknowledges and accepts that, during the period of suspension of the Services, any Subscription charges or minimum call credits continue to be due. In the event of unwarranted suspension, the Customer will receive a credit note for any Subscription charges or minimum call credits that are billed to him during the suspension period. The suspension is lifted immediately when Telenet Group receives evidence that the situation has been redressed. The cost of activation may be billed to the Customer. This cost is mentioned in the list of flat-rate administrative fees that can be consulted at the website www.base.be.

# D.10.2.2. By the Customer

The Customer may for reasons affecting him personally (e.g. a long stay abroad or in a hospital) ask Telenet Group to suspend the Services for a given period. Any Subscription charges or minimum call credits continue to be due during such suspension periods. Suspension may not exceed six (6) months and is only lifted following an express written request of the Customer to Telenet Group. This provision does not apply if the Customer is of the view that he requires to terminate the Agreement because Telenet Group has failed to fulfil its obligations under the Agreement. This possibility of suspension does not apply if the customer has purchased a Product free of charge or at a lower price, acquisition of which was tied to signing up for a Subscription.

# D.10.3. Termination of the Subscription

D1031 By Telenet Group

D.10.3.1.1. Telenet Group is entitled to unilaterally terminate the Subscription in writing with a notice period of fifteen (15) calendar days: a. if the suspension of the Services as provided for in clause D.10.2.1 exceeds fifteen (15) days;

b. if the Customer fails to redress a breach of the Agreement within fifteen (15) days of being served with a notice of default by Telenet Group. D.10.3.1.2. In the event of an application for a payment moratorium of the Customer, or an irreversible infringement of the Agreement, the Subscription is deemed terminated by operation of law without prior notice of default or a court order.

D.10.3.1.3. Telenet Group has the right to terminate, in writing, at any time, the Subscription of an indefinite duration with a notice period of eight (8) weeks. The Customer then has the possibility to find another operator in order to transfer his number. After the expiry of the notice period, the Customer will be migrated to a Product with a Prepaid Call Credit.

D10.3.1.4. Termination of the Subscription by Telenet Group in terms of clauses D.10.3.1.1. D.10.3.1.2 and D.10.3.1.3 does not entitle the Customer to compensation of any nature and does not affect the Customer's obligation to pay all sums due.

D.10.3.2. By the Customer

D10.3.2.1. Unless explicitly stated otherwise, Customers' Subscription is of an indefinite duration. The Customer may terminate the Subscription of an indefinite duration in writing, without compensation, at any time, and even with immediate effect. It is sufficient to Inform Telenet Group thereof in writing. Telenet Group will as quickly as possible close off the relevant Service and, in this respect, will send the Customer a written confirmation. If, however, the Customer has contracted a fixed-term Subscription, if the Customer terminates the Subscription within the first six months after the Subscription comes into effect, the Customer is liable to pay compensation equal to the Subscription charges or minimum call charge for the period till the end of the sixth month following the effective date of the Subscription.

In the event of death of a Customer, a relative may terminate the current Subscription, even if it is for a fixed term, with immediate effect, without notice and without compensation. It is sufficient to send a written notification of death, along with a piece of evidence, to Telenet Group. D.10.322. A fixed-term Subscription is automatically extended for an open-ended period after the final date, unless the Customer terminates that Subscription in writing at least one month prior to the final date.

D10.3.2.3. Where the Customer terminates the Subscription and has acquired a Product free of charge or at a lower price, acquisition of which was tied to signing up for a Subscription, then, where the Subscription is terminated during the first twenty-four (24) months, compensation is due equal to the outstanding balance of the value of the Product(s) acquired at the time of termination of the Subscription. The outstanding balance of the value of the amortization table attached to the Subscription. In the context of this article, a change in a Tariff Plan requested by the Customer and approved by Telenet Group or a termination in the event of death can also be regarded as a termination of the Subscription.

D10.3.24. If the Customer disagrees with the announced changes in the terms and conditions of the Contract, he has the right to cancel his Subscription in writing without penalty at the latest three months after notification of the changes, unless those changes are entirely to the Customer's advantage, are of a purely administrative nature without negative impact for the customer, are imposed directly by or by virtue of a law, or relate to a price increase linked to the consumer price index referred to in Article D.7.3. Where the changes in the terms and conditions of the Contract only relate to a particular additional Service, the Customer shall only be entitled to cancel said additional Service in the same manner and under the same conditions.

D.10.3.2.5. Unless specifically stated otherwise, any termination of the Agreement will entail automatic deletion of all details that might be stored by Telenet Group for the Customer. The Customer must therefore regularly back up on a separate server all details whose storage he has entrusted to Telenet Group.

# D.11. Changes by Telenet Group

D.11.1 In the event of planned amendments of an Agreement, Telenet Group will duly inform the Customer at least one month before a change in the Agreement or a rate increase comes into effect, if the proposed change or increase has impact for the Customer. The General Conditions can be consulted on the website www.base.be at all times, and the rates can be consulted on the relevant product website through www.base.be. D.11.2. If the Customer, after having been duly informed in accordance with Article D.11.1 above, does not accept the announced rate increase or change in the Agreement, he may unilaterally terminate the Subscription at any time, and even with immediate effect, without having to pay any compensation.

D.11.3. Customers utilizing Services using Prepaid Call Credit and that do not accept the announced rate increase or change in the Agreement or in technical features shall in no event be entitled to a refund of Prepaid Call Credit that has already been purchased.

A Customer that loads Prepaid Call Credit after the announcement of changes is irrevocably deemed to have accepted the changes. D.114. If the change in the Agreement by Telenet Group entails the Customer being unable to use the Prepaid Call Credit still at his disposal, Telenet Group shall only be obliged to replace the Prepaid Call Credit that has become unusable with new Prepaid Call Credits of the same value. The Customer shall in no event be entitled to a refund of Prepaid Call Credit that has become unusable.

#### D.12. Signature of the Customer

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

#### D.13. Queries, complaints and disputes

D.1.1. The Customer may address written queries and complaints regarding the Services or report the theft or loss of or a defect in a SIM Card, appliance or modem to the customer service department of Telenet Group that is dedicated to the Product or Service used by the Customer. For the Products and Services marketed under the trading name BASE, one of the following channels can be used:

By post : Liersesteenweg 4, 2800 Mechelen

By fax : 0800/20 487

Via the website : www.base.be

By telephone : 0486/19 1999

For the Products and/or Services that are marketed by Telenet Group under another trading name than BASE, please consult the contact data and the opening hours of the customer service department responsible for that Product or Service on the web site at www.base.be.

D.13.2. Telenet Group undertakes that it will resolve problems notified to it and that it is able to remedy in the shortest time possible.

If the Customer is dissatisfied with the solution offered by Telenet Group, or if the Customer is the victim of nuisance calls, he may contact the ombudsman service for telecommunications:

Koning Albert II-laan 8 bus 3, 1000 Brussels – or www.ombudsmantelecom.be - klachten@ombudsmantelecom.be (tel. 02/223 0909 – fax 02/219 8659). Complaints must be submitted in writing to the ombudsman's service (this can also via the website www.ombudsmantelecom.be) and are only admissible if the Customer can show that he has first approached Telenet Group to attempt a solution.

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

D.13.4. Applicable law Belgian law applies to the Agreement.

Should you have questions, feel free to call Telenet Group. A team of specialist, multi-lingual staff is at your disposal. The customer service department is at your disposal 7 days per week, 24 hours per day.

The number of the customer service for private individuals is the following: • via fixed or mobile phone, within Belgium: BASE-Customers 1999 (free) Others 0486 19 1999

• via fixed or mobile phone, from abroad: +32 4865 19 1999

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

surf to www.BASE.be

• make an appointment with a Sales Point or Distributor

If you have questions regarding Products and/or Services that are marketed by Telenet Group under another trading name than BASE, please consult the contact data and the opening hours of the customer service department responsible for that Product or Service on the web site at www.base.be.

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