

GENERAL TERMS AND CONDITIONS (Pro)

Version: 22 September 2024

1 Definitions

- 1.1 **Bill:** the descriptive statement of the rates, costs and reimbursements in connection with the service(s) provided or to be provided to the Customer and any products sold by BASE under the Contract.
- 1.2 **BASE:** Telenet Group nv, with its office at 2800 Mechelen, Liersesteenweg 4, RPR Antwerp, department Mechelen, VAT BE 0462.925.669.
- 1.3 **Consumer:** Every Customer that is a natural person who buys services and/or products intended for non-business purposes.
- 1.4 **Contract:** the contract between BASE and the Customer in relation to the services and/or products ordered by the Customer, consisting of these terms and conditions, the special conditions, the info sheet, the cable brochure (in the case of new connections to the fixed Network), the Price List, the contract summary, the order confirmation and other conditions referred to in the aforementioned documents.
- 1.5 **User:** the natural person who, via private or professional relationship with the Customer, uses the BASE products and/or services (for example a family member or employee of the Customer).
- 1.6 **Invoice:** the document that BASE in accordance with Belgian VAT legislation issues to certain Professional Customers and that confirms the existence of a payable for the Customer. The articles that apply to the Bills are also applicable to the Invoice.
- 1.7 **Customer:** the natural person, legal person or the de facto association with whom BASE has concluded the Contract.
- 1.8 **Network:** the fixed and/or mobile network that BASE uses in Belgium for the service provision. The fixed network also comprises the underground and overground branch up to the point of connection to the network at the individual location of the Customer.
- 1.9 **Price List:** the price list(s) published on www.base.be that apply to the services and products of BASE.
- 1.10 **Professional Customer:** every Customer that is not a Consumer.

2 Scope

- 2.1 These general terms and conditions apply to all BASE products and services and form an integral part of the Contract. For each individual product or service, special terms and conditions and info sheets with product or service-specific terms and contractual provisions apply.
- 2.2 The Customer can at all times consult a recent copy of the general terms and conditions, the info sheet, the cable brochure and the Price List on www.base.be or request a copy from the BASE customer service. If BASE makes certain documents of the Contract available online via links to these documents, BASE advises the Customer to download these documents the moment the order is placed and to keep them somewhere safe with a view to documentation, consultation afterwards and unchanged reproduction.
- 2.3 The other documents that form part of the Contract can deviate from the provisions of these general terms and conditions. In the event of contradictions or inconsistencies between the various documents that form part of the Contract, the following hierarchy (whereby the higher placed documents have priority over the lower placed documents) apply:
 - (i) the order confirmation;
 - (ii) the special conditions;
 - (iii) these general terms & conditions;
 - (iv) the contract summary.
- 2.4 The contract between BASE and the Customer regarding the services and/or products are governed solely by these general terms and conditions and the other documents that form part of the Contract. The Contract cancels and replaces all previous proposals, agreements, commitments and arrangements regarding the same subject. The application of the Customer's own general terms and conditions and/or special conditions is expressly rejected (even if those conditions state that they are applicable). The Customer may not under

any circumstances unilaterally change or replace the Contract.

3 Concluding the Contract

3.1 Upon placing an order, the Customer declares to and guarantees BASE that:

- (i) he has received all the documents and information that form part of the Contract (or has been sufficiently informed regarding where they are easily accessible), that he has read them, and has understood and accepted all their provisions;
- (ii) he has taken note of the (technical) specifications of the service and/or the products that he wished to order and acknowledges that they meet his needs and expectations;
- (iii) all the details of the Customer in the order are complete and accurate; and
- (iv) if the Customer is a legal person or a de facto association: the person who places the order is authorised to represent the Customer.

3.2 BASE reserves the right not to enter into a Contract, for example in one of the following situations:

- (i) there are technical or operational reasons that impede BASE from carrying out the Contract;
- (ii) the Customer provides incorrect, false or incomplete customer details or proof of identification;
- (iii) there are serious indications of fraud, lack of creditworthiness or non-payment by the Customer. This may be demonstrated for example by a prior history of non-payment by the Customer in relation to BASE or to a company affiliated with BASE;
- (iv) the Customer has not met his obligations arising from another Contract with BASE or a company affiliated with BASE;
- (v) there are serious indications that the Customer will use the product or service without meeting the provisions of the Contract or without following the legal and regulatory provisions, conflicting with public order or acting in a way that is contrary to generally accepted principles of morality, or will harm the proper operation or integrity of the Network.

3.3 BASE can make the conclusion of the Contract or its further continuation dependent upon the provision of a deposit or guarantee:

- (i) upon request or use of roaming services or special numbers;
- (ii) upon determination of a use that is twice as high as the average use of the relevant service;
- (iii) in the event of a payment not being made (on time) in accordance with the Contract or another contract with BASE or company affiliated with BASE;
- (iv) in the event of serious indications of fraud or reduced creditworthiness.

After BASE has informed the Customer of this, BASE can use the deposit or guarantee for the (partial) payment of all outstanding amounts that the Customer owes as part of the Contract. BASE will pay back the (residual) amount to the Customer within a period of two months after the end date of the Contract.

3.4 The parties accept that the Contract and/or any changes to it can be concluded validly digitally (for example via email or through an online ordering process).

3.5 Services and/or products intended for Professional Customers may only be supplied to Customers with a company number.

4 Right of withdrawal

4.1 Customers who are Consumers have the right within a period of 14 days to withdraw a Contract concluded at a distance (for example online or via the telephone) without having to give any reason. The withdrawal period expires:

- (i) in the case of services purchased at a distance: 14 days after the conclusion of the Contract;
- (ii) in the case of products purchased at a distance: 14 days after the day the Customer or a third party designated by the Customer, who is not the transporter, has physical possession of the product.

4.2 In order to exercise the right of withdrawal, the Customer must inform BASE via an unambiguous statement of his decision to withdraw the Contract. The Customer may use the model form for withdrawal available at www.base.be, but is not obliged to do so.

4.3 To comply with the withdrawal period it is sufficient to send the notification regarding exercising the right of withdrawal before the withdrawal period has lapsed.

4.4 If the Customer withdraws the Contract, the Customer receives back from BASE all the payments he has made up to that moment, including delivery costs (with the exception of any extra costs resulting from him choosing a method of delivery other than the cheapest standard delivery offered by BASE) promptly and in

any case no later than 14 days of BASE being informed of the Customer's decision to withdraw the Contract. BASE will make the repayment by means of the same payment method that was used for the original transaction, unless the Customer has expressly agreed otherwise. In any event, the Customer will not be charged for such repayment.

- 4.5** Specifically in the case of products purchased at a distance: the Customer is only liable for the devaluation of the products resulting from their use beyond what is necessary to determine the nature, characteristics and functioning of the product. The products must be returned in perfect condition, together with all accessories, instructions for use and documentation. However, BASE may wait with the repayment until it has received the goods back, or the Customer has demonstrated that he has returned the products, whichever time comes first. Soon after the Customer has communicated his decision to withdraw, the Customer will receive instructions on how to return the products. Upon receipt of these instructions, the Customer has 14 days to return the products to the address in Belgium that will be communicated. The Customer is on time if he returns the products within the 14-day period. The Customer bears the direct cost of returning the products.
- 4.6** Specifically in the case of services purchased at a distance: If the Customer has requested that the provision of services begin during the withdrawal period, the Customer shall pay an amount proportional to what has already been delivered at the time the Customer has notified us that he is withdrawing from the Contract, compared to the full performance of the Contract.
- 4.7** When supplying digital content not delivered on a physical medium, the Customer acknowledges that he loses his right of withdrawal if the performance has started with his prior consent.

5 Connection and installation

- 5.1** For a fixed internet and certain TV services a functioning connection to the fixed Network is required. If the Customer does not yet have a connection, BASE can connect the location to the Network at the Customer's request and expense. The Customer can find more information on this in the cable brochure on www.base.be.
- 5.2** BASE reserves the right to terminate the Contract if no connection can be made due to technical reasons.
- 5.3** After installation by BASE, the Customer will be asked to sign the quality certificate. Unless stated otherwise on the quality certificate, the installation shall be deemed to have been successful.

6 Obligations of BASE

- 6.1** BASE undertakes to perform the services with due skill and care and in accordance with applicable legal and regulatory provisions. However, unless specifically stated otherwise, BASE does not guarantee a minimum level of service quality. BASE's obligations should be considered as best efforts obligations (and not result obligations).
- 6.2** BASE cannot guarantee the continuous and undisturbed use of the services. BASE does, however, undertake to resolve any failures or interruptions to the best of its ability within a reasonable period of time. In the event of continued failures or interruptions, the Customer shall be entitled to request credit for the subscription fee for the duration thereof, unless the failure or interruption is not the fault of BASE.
- 6.3** In order to maintain and further develop the Network, BASE may need to restrict or suspend services for a short period of time. BASE undertakes to do its best to inform the Customer of this in a timely manner.
- 6.4** BASE cannot guarantee that no security risks (for example with respect to the integrity of the Customer's data or identity data) will occur when using the services. BASE undertakes to take reasonable technical and organizational measures in response to security and integrity incidents or threats and vulnerabilities that BASE identifies as appropriate.
- 6.5** For services that use the Network, BASE delivers its services up to the network connection point (the point at which the Customer accesses the services).
- 6.6** If the BASE technician fails to keep an installation and/or repair appointment without timely prior notice to the Customer, the Customer may request the flat-rate cost reimbursement specified in the Price List.

7 Obligations of the Customer

7.1 General

- 7.1.1** The Customer shall comply with all his obligations under the Contract at his own expense.
- 7.1.2** The Customer understands and accepts that if he fails to fulfil his obligations (on time or correctly):

- (i) it is possible that BASE cannot perform the service (on time or correctly);
- (ii) he will indemnify BASE against claims by third parties (including the Users) and compensate in full for all damages resulting from the non-compliance with his obligations;
- (iii) BASE cannot be held liable in any way for the consequences of the Customer's non-compliance with his obligations or the exercise of BASE's rights in accordance with this article.

7.2 Location

- 7.2.1 If BASE equipment is to be installed at the location where the services are provided, the Customer shall provide appropriate space (whether or not the location is owned by the Customer). The Customer shall furnish this space in accordance with the instructions communicated by BASE to allow for normal connection, installation and maintenance.
- 7.2.2 The Customer authorizes BASE to enter the location to install (if agreed) and/or carry out any maintenance, repairs or modifications to the equipment, and authorizes BASE to perform the necessary work at the site for that purpose. BASE shall not be liable for any damages to the location reasonably necessary for the installation and/or connection of the BASE equipment and shall not be responsible for the cost of restoring the location to its original condition after the expiration of the Contract.
- 7.2.3 The Customer undertakes to immediately inform BASE of any installations and/or pipes (water, gas, electricity, etc.) that may be damaged during the connection, installation or maintenance of the BASE equipment.
- 7.2.4 The Customer declares and guarantees that:
 - (i) he has or will obtain all the required permits, approvals and other authorizations relating to the location that are necessary for BASE to perform any work that may be required for the provision of the service and/or for the installation and/or presence of the BASE equipment; and
 - (ii) he has the right to grant these rights and authorizations to BASE.

7.3 Network and BASE equipment

- 7.3.1 The Customer acknowledges that the Network is and remains the property of BASE and/or its supplier(s).
- 7.3.2 The BASE equipment and the Network may only be maintained and repaired by a person appointed by BASE. The BASE equipment must remain easily accessible to BASE at all times (e.g. for maintenance or repairs).

7.4 Use of the services

- 7.4.1 The Customer undertakes to use the services:
 - (i) as a careful and reasonable person in accordance with the Contract and any guidelines on use communicated to him by BASE;
 - (ii) only for the purpose for which they are intended and not for unauthorized, unlawful or fraudulent purposes or in a manner that may cause damage to BASE, an affiliated company of BASE or other customers of BASE.
- 7.4.2 The services are only intended for normal use. BASE has the right to monitor the volume of the Customer's use of the services.
- 7.4.3 The services are only intended for use by the Customer and Users. The Customer is liable to BASE for the Users' compliance with the Contract. The Customer undertakes to clearly inform the Users of the relevant contractual provisions and restrictions.
- 7.4.4 The Customer may not distribute, commercialize, (re)sell, (re)release, deliver, duplicate, license or disclose the Services (and their content) for the benefit of a third party, whether for payment or free of charge.
- 7.4.5 The Customer shall take all necessary measures to protect (the confidentiality of) his data, transferred or stored via the services by the Customer or by a User, especially against viruses and cybercrime.
- 7.4.6 The services (and their content) intended for Consumers may only be used for private purposes.

7.5 Login details

- 7.5.1 Regarding identification and/or other login information (e.g. usernames and/or passwords), the Customer undertakes:
 - (i) to treat it confidentially;
 - (ii) to share it only with the relevant and authorised Users;

- (iii) not to share it with third parties; and
- (iv) to only use it in a secure and appropriate manner.

7.5.2 The Customer is solely responsible for any use of his login data and any activity carried out with it. BASE advises the Customer to regularly change his login data. If the Customer has a reason to believe that his login details have become known to persons who are not authorized to use them or that the login details are, or could be, used in an unauthorized manner, the Customer must immediately inform BASE.

7.5.3 BASE cannot verify that requests for access to, and the use of, portals or applications based on valid login credentials are authorized and lawful. The Customer cannot hold BASE liable for any damages it may suffer in the event of unauthorized or unlawful use based on valid login data.

7.6 Repairs

7.6.1 The customer shall pay the additional fees specified in the Price List for appointments and repair work (i) resulting from improper use by Customer, (ii) outside business hours and/or (iii) for urgent appointments.

7.6.2 If the Customer fails to keep an installation and/or repair appointment with BASE without giving BASE timely notice, the Customer shall pay the fee specified in the Price List for unnecessarily having to make a new appointment.

8 Products

8.1 In this article, the term "products" comprises all possible goods, equipment, devices, etc. that BASE sells or loans to the Customer.

8.2 Delivery and transfer risk

8.2.1 This article 8.2 (*Delivery and transfer risk*) applies to sales, rentals and loans of products.

8.2.2 The risk of loss and damage passes to the Customer at the moment of delivery to the agreed delivery address or, if the Customer collects the product himself, at the time of collection.

8.2.3 The Customer acknowledges and accepts that should a product be repaired or replaced, the data stored on the product may be damaged or lost entirely or partially. BASE cannot be held liable for the consequences of that loss or damage.

8.3 Sale of products

8.3.1 This article 8.38.3 (*Sale of products*) applies to the sale of products by BASE.

8.3.2 All products sold to the Customer shall remain the property of BASE until their price has been paid in full.

8.3.3 Customers who are Consumers enjoy a statutory two-year guarantee. This legal guarantee covers conformity defects or deficiencies that manifest themselves within a period of two years from the date of delivery or collection.

8.3.4 Some products also have an additional commercial guarantee. For the applicable conditions, BASE refers to the manufacturer's guarantee conditions that were provided with the products.

8.3.5 The legal and possible commercial guarantees:

- (i) apply only on the condition that the Customer uses the product as a normal and reasonable person, in accordance with the Contract and, in relation to any commercial guarantee, in accordance with the manufacturer's guarantee conditions;
- (ii) do not apply to defects or failures resulting from improper or unauthorised use, external factors or normal wear and tear; and
- (iii) expire as soon as modifications or repair work are carried out on them by persons not authorised by BASE or the manufacturer.

8.4 Rental or loan of products

8.4.1 This article 8.48.4 (*Rental or loan of products*) applies to products that BASE:

- (i) rents out or loans to the Customer; or
- (ii) sells to the Customer but for which the Customer has not yet paid the (full) price.

8.4.2 BASE and/or its supplier(s) retain full ownership of such products. The Customer may not remove any proprietary notices of BASE from the products. The Customer has no right of retention over the products.

8.4.3 The Customer undertakes:

- (i) to take care of the products;
- (ii) to inform BASE immediately of any problem with the product (e.g. defect, loss, theft, ...);
- (iii) regarding the products:
 - (a) not to change or modify them, or to have this done;
 - (b) not to have them in his exclusive possession and control at the installation site;
 - (c) not to sell, lease, transfer, pledge, subject them (or cause to be subjected) to any other right in commercial (security) or otherwise make them available to third parties;
 - (d) to keep them free from seizures.

8.4.4 The products may only be maintained and repaired by BASE or a person appointed by BASE for this purpose, and must always be easily accessible to BASE. If the products need to be repaired or replaced as a result of an error or negligence by the Customer, BASE is entitled to charge the relevant fee stated in Price List. BASE may at any time request the return of a product and replace it with a similar product. However, the Customer is not entitled to demand a more recent version of (parts of) the product.

8.4.5 Upon termination of the Contract, the Customer may no longer use the products and the Customer shall be obliged to return the products to BASE in accordance with BASE's instructions. BASE reserves the right to charge the fee stated in the Price List if the Customer has not returned a product or has returned the product but not on time or not in accordance with BASE's instructions, and/or if a returned product is damaged.

9 Rates, costs and fees

9.1 The fees for the products and/or services are stated in the order confirmation and can also be found at www.base.be. A comprehensive overview of all rates, costs and fees can be found in the Price List.

9.2 The subscription fee is due as of the day the service is activated. The Customer pays the subscription fee monthly in advance, unless agreed otherwise in writing.

9.3 The subscription fee remains payable for the duration of the Contract, even if the Customer does not use the service.

10 Billing and payment methods

10.1 Bill

10.1.1 The services of BASE are billed monthly. BASE reserves the right to change the billing frequency for the Customer in the event of exceptional volumes (i.e. double the average usage for the service concerned), for reasons of creditworthiness (lack of credit or non-payment of BASE services), serious indications of fraud, or for system-related technical causes (e.g. IT problems).

10.1.2 The Bills are sent to the email address or telephone number provided by the Customer or that are available in My BASE or in the My BASE app.

10.1.3 A more detailed copy of the Bill or a duplicate shall be made available upon the request of the Customer. BASE reserves the right to charge the fee stated in the Price List for providing a duplicate.

10.1.4 If the Bill is addressed to a third party at the Customer's request, the Customer remains responsible for its payment if that third party fails to do so (on time). The paying third party designated by the Customer does not acquire any rights to the services and/or products.

10.1.5 When the Bill states "dienstenverrekening van derde partijen cfr. BTW Circulaire 50/2009" (settlement of third party services cf. VAT Circular 50/2009), this refers to third-party services charged and collected by BASE in the name and on behalf of third parties. These third parties are also responsible for the concrete handling of any complaints.

10.2 Payment

10.2.1 The Bill must be paid no later than the expiry date indicated on the Bill.

10.2.2 Payment should be made to the account number specified by BASE with reference to the structured communication. If payment is made without reference to the communication or with a different reference, the amount paid will be set off against the oldest Bill.

10.3 Non-payment

10.3.1 Should payment not be made by the due date, BASE will send a reminder to the Customer or the paying third party designated by the Customer. In such a case, the reminder fees specified in the Price List may be charged.

10.3.2 Bills that are not paid on time will be increased by law:

- (i) for Customers who are Consumers:
 - (a) by a flat fee (including reminder costs) in accordance with the applicable legislation and included in the Price List;
 - (b) by interests for late payment at the legal interest rate calculated from the expiry of the payment deadline of the free reminder until payment in full.
- (ii) for Professional customers:
 - (a) by a flat fee of 15% of the total outstanding amount, with a minimum of € 40;
 - (b) by interests for late payment at the legal interest rate (in accordance with the law of 2 August 2002 on combating late payment in commercial transactions) calculated from the expiry of the payment deadline until payment in full.

10.3.3 Should BASE fail to reimburse any amounts owed to the Customer within the agreed payment period, the Customer shall be entitled to an equivalent flat fee and default interest.

10.4 Dispute

Any dispute of a Bill (or part thereof) must be communicated to BASE within 1 month of the date of the Bill. After this period, the Customer is irrevocably deemed to have accepted the Bill. A dispute does not discharge the Customer from his obligation to pay (on time) the undisputed part of the Bill and other undisputed Bills.

11 Duration

11.1 Most Contracts are entered into for an indefinite period.

11.2 If the Contract is entered into for a fixed period:

- (i) the relevant specified duration is expressly stated in the Price List and/or info sheet;
- (ii) the start date of the specified duration is calculated from the time of installation or activation of the service;
- (iii) the Contract after the expiry of the fixed period is automatically renewed for an indefinite period, unless it is stated in the Price List and/or info sheet that (a) a new fixed period starts after the expiry of the initial fixed period, or (b) the Contract ends after the expiry of the fixed period.

12 Minimum service

12.1 BASE may limit the mobile telephony service and fixed Internet service to a minimum service if the Customer fails to fulfil his obligations under the Contract or under any other contract entered into with BASE or an affiliate of BASE. BASE shall notify the Customer in advance of this.

12.2 If a mobile telephony service is reduced to a minimum service, it is only possible to receive incoming calls or other data traffic on the national network (with the exception of reverse charge calls) but it is not possible to initiate outgoing calls or send other data traffic, except calls to free numbers and emergency services.

12.3 If a fixed Internet service be reduced to a minimum service, the Customer will only be able to access the internet at an upload and download speed as high as the speed the Customer continues to receive when the internet volume of his subscription is exhausted or, if his subscription plan does not provide for such continued internet access, at an upload and download speed equal to or higher than 256 kbps.

12.4 BASE can also convert Customers with a subscription for a mobile telephony service to a formula for mobile telephony services based on a top-up card instead of setting a minimum service.

13 Suspension

13.1 Without prejudice to Article 14.1 (*Termination of the Contract – By BASE*), BASE shall be entitled to suspend the performance of its obligations under the Contract (including the provision of the service) entirely or partly in the following situations (and for as long as the situation persists):

- (i) the Customer provided incorrect or incomplete data or identification documents when concluding the Contract or did not communicate any change of his data afterwards;
- (ii) there are (serious) indications of fraud, lack of creditworthiness or non-payment by the Customer.
- (iii) the Customer does not comply with his obligations under the Contract (e.g. in case of abnormal or unauthorised use of the service);

- (iv) the Customer does not fulfil his obligations under another Contract with BASE or with a company affiliated with BASE; or
 - (v) in case of a legal or regulatory obligation or a decision or order of a government or judicial authority.
- 13.2 BASE shall notify the Customer in all cases where BASE suspends its obligations under the Contract. BASE shall give notice before suspending the Contract, except in case of (serious indications of) fraud, urgency or an order and/or decision of a government or judicial authority. In the latter case, BASE shall immediately suspend the Contract and notify the Customer as soon as possible thereafter.

14 Termination

14.1 By BASE

- 14.1.1 BASE is at all times entitled to terminate a Contract of indefinite duration without cause as long as it gives reasonable notice.
- 14.1.2 BASE is further entitled to terminate a Contract with immediate effect without judicial intervention and without prior notice of default:
- (i) if the suspension is in accordance with Article 13 (*Suspension of the Contract*) and the cause of the suspension persists beyond the 10 days;
 - (ii) if there is a legal or regulatory obligation or a decision or order of a government or judicial authority;
 - (iii) if the Customer commits a serious and/or repeated breach of his obligations under this Contract or any other contract with BASE or any company affiliated with BASE;
 - (iv) if the Customer is a Consumer: if the Customer is declared insolvent or if a provisional administrator, debt mediator or similar person has been appointed; or
 - (v) if the Customer is a Professional Customer: if the Customer is declared bankrupt, put into liquidation or ceases his activities.

14.2 By the Customer

- 14.2.1 The Customer may always terminate the Contract (whether of fixed or indefinite duration) in writing without cause at a time of the Customer's choosing. BASE shall make all arrangements for the termination as soon as technically possible and shall send a written confirmation to the Customer.
- 14.2.2 If the Contract being terminated is for a fixed term, the Customer shall owe a reimbursement equal to the remaining subscription fees until the end date of the fixed-term. If the fixed-term Contract was entered into for a fixed term longer than 6 months, the reimbursement is limited to the subscription fees due until the date of expiry of the 6th month after the Contract came into force.
- 14.2.3 If the Customer obtained a product free of charge or at a lower price whereby the acquisition was tied to subscribing to or continuing a Contract, the Customer is to pay a compensation equal to the residual value stated in the amortisation table of the Contract upon termination of the Contract.

14.3 Consequences of termination

- 14.3.1 Upon termination of the Contract, the Customer shall remain liable to BASE for all amounts due under the Contract.
- 14.3.2 Unless the Customer terminates the Contract during (the first 6 months of) the fixed term, BASE shall refund any subscription fees and/or copyright fees already paid in advance by the Customer.
- 14.3.3 Any termination of the Contract is accompanied by the automatic deletion of any data that may have been stored by BASE for the Customer.
- 14.3.4 At the end of the Contract, the Customer must return to BASE any BASE equipment in his possession in good condition, unless otherwise instructed by BASE.

15 Easy Switch

- 15.1 The Customer may, at his express request, use the Easy Switch procedure to change the operator of his services (at least internet or television). The new operator shall take the necessary steps with the previous operator on behalf of the Customer.
- 15.2 When the Customer switches from BASE to another operator by using the Easy Switch procedure, the Customer terminates his Contract for the relevant service(s). This does not relieve the Customer from performing his obligations under the Contract as provided in Article 14.2 (*Termination of the Contract – By the Customer*).
- 15.3 When the Customer switches from another operator to BASE by using the Easy Switch procedure, the

Customer is entitled to compensation from BASE (i) if the technician was not present at the installation address within the agreed time slot, (ii) if the transfer takes longer than one working day and/or (iii) at his explicit request, if the activation of the service did not take place on the agreed activation date. These compensations are included in the Price List.

16 BASE's liability

- 16.1 Without prejudice to the other paragraphs of this article 16 (*BASE's liability*), BASE may only be held liable in so far as the Customer proves that BASE has committed a serious contractual fault, in case of intent or if BASE has failed to perform an obligation that forms one of the main services of the Contract.
- 16.2 Without prejudice to any exclusions of liability provided elsewhere in the Contract, BASE shall not be held liable for:
- (i) failure to perform (on time) its obligations under the Contract and the consequences thereof due to force majeure;
 - (ii) acts or omissions of the Customer, the Users or third parties (with the exception of BASE's subcontractors);
 - (iii) the simple exercise of its contractual rights (e.g. refusal not to enter into a Contract in certain situations, suspension or termination of the service(s) made available to the Customer in accordance with the Contract, ...);
 - (iv) the services of third parties that are provided via the Network or that the Customer is able to use via the services, even though BASE acts as an intermediary for the billing and collection.
- 16.3 If BASE can be held liable, its liability is limited to reparations for foreseeable, direct and personal damage that the Customer has suffered, with the exception of all indirect or intangible damages such as (but not limited to) loss of business, loss of income or profits, loss of customers or contracts, and damage to or loss of data or recordings. In all cases, BASE's liability shall be limited to a maximum of five times the amount of the last Bill to the Customer, without this amount exceeding € 50,000.
- 16.4 The Customer cannot bring an extra-contractual claim against BASE or an (auxiliary person of an) auxiliary person of BASE for damage caused in the framework of the execution of the Contract between BASE and the Customer. Only a contractual claim by the Customer against BASE is possible for such damages, if any.
- 16.5 No limitation or exclusion of liability included in the Contract shall apply in a situation where such limitation or exclusion would be unlawful under the applicable law. In that latter case, the parties agree that the relevant limitation or exclusion of liability shall apply only in those situations and only to the extent that the limitation or exclusion is deemed lawful.

17 Customer's liability

The Customer is liable for the performance of his obligations under the Contract. He remains solely liable to BASE for the use of the products and services (including the content of the communications realised via the services), also for the use of the products and services by the User(s), and even by third parties (e.g. in case of loss or theft of the end-user equipment). He undertakes to indemnify and compensate BASE for all damages caused to BASE and third parties that would sue BASE, when these damages result from the non-performance of his obligations under the Contract and/or the use of the products and service(s).

18 Intellectual property and software

- 18.1 All intellectual property rights that belong to a party will remain the exclusive property of that party. The intellectual property rights of a party are not transferred to the other party through the Contract.
- 18.2 The Customer only receives a personal, limited, revocable, non-exclusive and non-transferable (sub)licence to use (elements of) the service (including any software included in the service) protected by intellectual property rights, during the term and according to the provisions of the Contract.
- 18.3 Software provided to the Customer as part of the services (including software embedded in products and third-party software) is not sold but merely licensed. In many cases, the installation and/or use of the software is subject to additional, specific (licence) terms and conditions (hereinafter, the "**Licence terms and conditions**"). The Customer agrees to be bound by the Licence terms and conditions, and any breach of the Licence terms and conditions by the Customer or the Users will be considered a breach of the Contract. Except if and to the extent that it is expressly permitted by the Licence terms and conditions or applicable law, the Customer may not modify, copy, decompile, reverse engineer or disassemble the software (or any updates or parts thereof), or (attempt to) derive its source code or create derivative works

from it.

- 18.4 The Customer may not use the (trade or domain) names, brands and logos of BASE, its affiliated companies or suppliers without their express prior consent.
- 18.5 The Customer declares that he has all the necessary licences for the software on his end-user equipment. BASE accepts no responsibility whatsoever with regard to software that is already installed on the end-user equipment.

19 Processing of personal data

The processing of personal data is subject to the BASE privacy policy. The Customer can at all times consult the BASE privacy policy at www.base.be/privacy. The Customer can at all times also request a copy from BASE customer service or in one of the BASE sales outlets.

20 Changes to the Contract

- 20.1 BASE has the right at any time to adjust the rates, costs and fees to the consumer price index in accordance with the following formula: $\text{new price} = \text{old price} \times (\text{last published index figure} / \text{index figure at the time of previous pricing})$.
- 20.2 BASE also has the right at any time to modify the characteristics of the products and services, to change the conditions of the Contract, as well as to make an adjustment to the rates, costs and fees that exceeds an adjustment based on the consumer price index. However, with regard to Customers who are Consumers, BASE undertakes to modify a Contract of a fixed duration to the detriment of the Customer only on the basis of elements that do not depend solely on the will of BASE, such as on the basis of:
- (i) changes imposed by BASE's suppliers;
 - (ii) new or amended legislation or regulations;
 - (iii) a decision or order by a government or judicial authority;
 - (iv) other objective external factors.
- 20.3 BASE notifies the Customer at least one month before the change comes into force. If the Customer does not agree to the change, he has the right to terminate the Contract, free of charge and in writing, no later than 3 months after the notification, unless:
- (i) the proposed change:
 - (a) is demonstrably solely to benefit of the User;
 - (b) is of a strictly administrative nature and has no negative consequences for the User;
 - (c) is directly imposed by or under legislation that leaves BASE no other choice regarding implementation; or
 - (ii) it involves a consumer price index-related increase as referred to in Article 20.1 (*Changes to the Contract*).

21 Complaints

- 21.1 If the Customer has complaints regarding the performance of the Contract by BASE, the Customer must:
- (i) inform BASE about this as soon as possible and no later than 1 month after the Customer could reasonably have become aware of the fact that led to the complaint; and
 - (ii) provide BASE with all information to allow BASE to investigate and deal with the complaint.
- 21.2 The Customer can contact BASE by means of the contact details stated on the Bill or the Website.
- 21.3 If the customer fails to inform BASE of the complaint on time or fails to provide BASE with the required information, then the complaint will be inadmissible.
- 21.4 If the Customer does not agree with BASE's response to his complaint, the Customer may approach the Telecommunications Ombudsman Service (Koning Albert II-laan 8, bus 3, 1000 Brussels - Tel 02 223 09 09 - Fax 02 219 86 59 or klachten@ombudsmantelecom.be, www.ombudsmantelecom.be) (the "Ombudsdienst"). The Customer can approach the Ombudsman Service verbally for information on his rights, but can only submit a complaint in writing. A complaint to the Ombudsman Service is only admissible if the Customer has previously submitted this complaint to BASE. The Ombudsman Service may refuse to deal with a complaint that has been filed with BASE more than a year earlier. If no amicable settlement can be reached, the Ombudsman Service issues a recommendation which is communicated to the Customer

and BASE. The Customer and BASE retain at all times the right to initiate legal proceedings.

22 Applicable law and jurisdiction

22.1 This agreement shall be governed by Belgian law.

22.2 All disputes with a Professional Customer regarding the Contract, its performance or interpretation that cannot be amicably resolved shall fall within the exclusive competence of the courts of Antwerp, Mechelen division.

23 Miscellaneous

23.1 Transfer of the Contract

23.1.1 The Customer may not transfer the Contract and/or his rights or obligations under the Contract to a third party without the prior written consent of BASE.

23.1.2 The Customer agrees that BASE may transfer all or part of the Contract and/or his rights or obligations under the Contract to a third party. However, this transfer must not result in a reduction of the Customer's guarantees.

23.2 Severability

The nullity, annulability or unenforceability of one or more provisions of the Contract shall not affect any of the remaining provisions of the Contract, which shall continue to apply.

23.3 Translation

The Contract is available in various other languages. In the event of doubt or contradiction between the different language versions, the Dutch version shall prevail.

23.4 Notifications

23.4.1 BASE may require the Customer to give certain notifications, communications and/or requests regarding the Contract in writing.

23.4.2 If BASE has doubts regarding the authenticity of the notifications, BASE shall request the Customer to forward an original signed copy. Until such time as BASE has not received the original signed document, BASE will not take any further action regarding the notification.

23.4.3 Written notifications from BASE may be carried out, for example, via letter, email, SMS, the Bill and any portals or applications made available by BASE in connection with the service. The Customer acknowledges that this constitutes a sufficient, appropriate and individual notification.

23.4.4 The Customer undertakes to immediately inform BASE in writing of any change in the information he provided to BASE when concluding the Contract or afterwards, including his (company) name, address, telephone number and email address. In the absence of such communication, all notifications will be considered as valid on the basis of the latest information communicated by the Customer.

23.5 Invocation of rights

When BASE, in accordance with the Contract, exercises the rights granted to it by the Contract (e.g. reducing the service to a minimum service, suspending the service, terminating the Contract, etc.):

- (i) the Customer may not claim compensation from BASE as a result of those rights being exercised;
- (ii) this does not prejudice BASE's right to demand full payment of all amounts outstanding at that time, to charge the applicable fees in the Price List (e.g. a reactivation fee) and to claim any damages that BASE may have suffered.

23.6 Waiver of rights

23.6.1 A waiver of rights or recourse may only be made in writing. The fact that a party may have failed to require performance of an obligation under the Contract or to enforce any provision of the Contract cannot be construed as a waiver of rights or recourse.

23.6.2 A waiver of rights or recourse under any breach of the Contract does not constitute a waiver of rights or recourse under any previous or subsequent breach.