

## GENERAL TERMS AND CONDITIONS

### CONCORDANCE TABLE – NEW TERMS VS OLD TERMS

Article – New BASE & BASE  
Pro T&C

Article – Old T&C  
BASE & BASE Business

Remark

1. Definitions		
1.1	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.2	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.3	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.4	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.5	New	
1.6	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.7	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.8	A (BASE General Terms and Conditions); A (BASE BUSINESS General Terms and Conditions)	
1.9	New	
1.10	New	

2. Scope		
2.1	B.1.1	
2.2	New	
2.3	Preamble (BASE General Terms and Conditions); Preamble (BASE BUSINESS General Terms and Conditions)	
2.4	New	This is a standard clause in similar agreements that is intended to safeguard the legal interests of the parties to the Contract.

3. Conclusion of the Contract		
3.1	D.6.1.1 (BASE General Terms and Conditions); D.6.1.1 (BASE BUSINESS General Terms and Conditions)	Only item (i) was carried over from the previous terms. Items (ii), (iii), and (iv) are new. The new items are intended to safeguard the validity of the Contract.
3.2	D.1.2 and D.1.4 (BASE General Terms and Conditions); D.1.2 and D.1.4 (BASE BUSINESS General Terms and Conditions)	Only items (i), (ii), (iii) (partially), and (iv) were carried over from the previous terms. Items (iii) (partially) and (v) are new. Article 3.2 of the new terms sets out amended and additional situations in which BASE reserves the right not to enter into a Contract. These provisions are intended to safeguard BASE's interests, particularly its financial interests, and the operation of the Network.
3.3	D.1.5 (BASE BUSINESS General Terms and Conditions)	The new Article 3.3 applies to both Consumers and Professional Customers and sets out situations in which BASE may make the performance of the Contract conditional on the Customer providing an advance payment or security.
3.4	New	
3.5	New	

4. Right of withdrawal		
4.1	D.4.5 (BASE General Terms and Conditions)	
4.2	D.4.5 (BASE General Terms and Conditions)	
4.3	D.4.5 (BASE General Terms and Conditions)	
4.4	D.4.5 (BASE General Terms and Conditions)	
4.5	D.4.5 (BASE General Terms and Conditions)	
4.6	D.4.5 (BASE General Terms and Conditions)	

4.7	New	This new article is in line with Article VI.53(13)(a) of the Belgian Code of Economic Law.
-----	-----	--

5. Connection and installation		
5.1	New	This article is provided for the Customer's information.
5.2	New	This article is provided for the Customer's information. BASE's right of termination arises from the inability to establish a connection due to technical reasons and serves to protect the interests of both BASE and the Customer.
5.3	New	This article is intended to prevent disputes between BASE and the Customer regarding the installation.

6. Obligations of BASE		
6.1	D.2 (BASE General Terms and Conditions); D.2 (BASE BUSINESS General Terms and Conditions)	The opening sentences of the article in the new terms are supplementary and emphasize that BASE's commitments constitute best-efforts obligations.
6.2	D.2 and D.3 (BASE General Terms and Conditions); D.2 and D.3 (BASE BUSINESS General Terms and Conditions)	The article in the new terms grants the Customer the right to request a credit for subscription fees in a specific scenario, which is to the Customer's advantage.
6.3	New	This article is provided for the Customer's information and confirms the existing factual situation, it being understood that BASE's duty to provide information is to the Customer's advantage.
6.4	D.2 (BASE General Terms and Conditions); D.2 (BASE BUSINESS General Terms and Conditions)	
6.5	New	This article is provided for the Customer's information.
6.6	New	This article is provided for the Customer's information and is to the Customer's advantage.

7. Obligations of the Customer		
7.1 General		
7.1.1	New	This article is a contractual incorporation of Article 5.69 of the Belgian Civil Code.
7.1.2	New	This article is provided for the Customer's information and sets out the consequences of the Customer's failure to comply with their contractual obligations in a timely or proper manner.
7.2 Location		
7.2.1	New	This article is provided for the Customer's information and is intended to facilitate the installation of BASE's equipment.
7.2.2	New	This article is provided for the Customer's information and is intended to facilitate the

		installation of BASE's equipment.
7.2.3	New	This article is provided for the Customer's information and is intended to facilitate the installation and maintenance of BASE's equipment.
7.2.4	New	This article is provided for the Customer's information and is intended to facilitate the installation and maintenance of BASE's equipment.
7.3 Network and BASE equipment		
7.3.1	New	
7.3.2	New	This article is provided for the Customer's information and is intended to facilitate the installation and maintenance of BASE's equipment.
7.4 Use of the services		
7.4.1	B.5 and D.6.2 (BASE General Terms and Conditions); B.5 and D.6.2 (BASE BUSINESS General Terms and Conditions)	
7.4.2	D.6.2 (BASE General Terms and Conditions); D.6.2 (BASE BUSINESS General Terms and Conditions)	
7.4.3	New	This article is provided for the Customer's information and confirms the Customer's contractual responsibility for the use of services by the Users.
7.4.4	B.5 (BASE General Terms and Conditions); B.5 (BASE BUSINESS General Terms and Conditions)	
7.4.5	New	This article is provided for the Customer's information. The protection of the confidentiality of the Customer's data is primarily the Customer's own responsibility.
7.4.6	New	This article is intended to preserve the distinction between services intended for use by Consumers and those intended for use by Professional Customers.
7.5 Login details		
7.5.1	New	This article is provided for the Customer's information and is intended to protect the Customer's login credentials.
7.5.2	New	This article is provided for the Customer's information and is intended to protect the Customer's login credentials.
7.5.3	New	This article is provided for the Customer's information.
7.6 Repairs		
7.6.1	New	This article is provided for the Customer's information.
7.6.2	New	This article is provided for the Customer's information and mirrors Article 6.6 of the new terms.

<b>8. Products</b>		
8.1	New	This article contains a definition relevant to the application of Article 8 of the new

		terms.
<b>8.2 Delivery and transfer risk</b>		
8.2.1	New	This article describes the scope of application of the provisions of Article 8.2.
8.2.2	D.4.1 and D.4.2 (BASE General Terms and Conditions); D.4.1 and D.4.2 (BASE BUSINESS General Terms and Conditions)	
8.2.3	New	This article is provided for the Customer's information.
<b>8.3 Sale of products</b>		
8.3.1	New	This article describes the scope of application of the provisions of Article 8.3.
8.3.2	D.4.1 and D.4.2 (BASE General Terms and Conditions); D.4.1 (BASE General Terms and Conditions)	
8.3.3	D.4.4 (BASE General Terms and Conditions); D.4.4 (BASE BUSINESS General Terms and Conditions)	
8.3.4	New	This article informs the Customer of an additional commercial guarantee, where applicable.
8.3.5	New	This article informs the Customer of the statutory and any additional commercial guarantee, where applicable.
<b>8.4 Rental or loan of products</b>		
8.4.1	New	This article describes the scope of application of the provisions of Article 8.4.
8.4.2	New	This article emphasizes BASE's ownership rights to products that are rented or loaned to the Customer.
8.4.3	New	This article serves to safeguard the condition of products that are rented or loaned to the Customer, which are and remain the property of BASE at all times.
8.4.4	New	This article serves to safeguard the condition of products that are rented or loaned to the Customer, which are and remain the property of BASE at all times.
8.4.5	New	This article emphasizes BASE's ownership rights to products that are rented or loaned to the Customer.

<b>9. Rates, charges and fees</b>		
9.1	D.7.1 (BASE General Terms and Conditions); D.7.1 (BASE BUSINESS General Terms and Conditions)	
9.2	New	This article is provided for the Customer's information.
9.3	New	This article is provided for the Customer's information.

<b>10. Billing and payment methods</b>
--

<b>10.1 Bill</b>		
10.1.1	D.8.3 (BASE General Terms and Conditions); D.8.3 (BASE BUSINESS General Terms and Conditions)	The new article provides BASE with the right to bill the Customer at a frequency other than monthly in certain specified cases.
10.1.2	D.8.4 (BASE General Terms and Conditions); D.8.4 (BASE BUSINESS General Terms and Conditions)	Under the new terms, a Bill is always sent electronically and is available in My BASE or in the My BASE app.
10.1.3	D.8.4 (BASE General Terms and Conditions); D.8.4 (BASE BUSINESS General Terms and Conditions)	
10.1.4	New	This article confirms the Customer's responsibility for the payment of a Bill.
10.1.5	New	This article is provided for the Customer's information.
<b>10.2 Payment</b>		
10.2.1	D.8.5 (BASE General Terms and Conditions); D.8.5 (BASE BUSINESS General Terms and Conditions)	
10.2.2	D.8.5 (BASE General Terms and Conditions); D.8.5 (BASE BUSINESS General Terms and Conditions)	
<b>10.3 Non-payment</b>		
10.3.1	D.8.6 (BASE General Terms and Conditions); D.8.6 (BASE BUSINESS General Terms and Conditions)	
10.3.2	D.8.6 (BASE General Terms and Conditions); D.8.6 (BASE BUSINESS General Terms and Conditions)	The new Article refers to the applicable legislation on how BASE may recover unpaid debts.
10.3.3	D.8.7 (BASE General Terms and Conditions); D.8.7 (BASE BUSINESS General Terms and Conditions)	
10.4	D.8.8 (BASE General Terms and Conditions); D.8.8 (BASE BUSINESS General Terms and Conditions)	

<b>11. Term</b>		
11.1	D.10.1 (BASE General Terms and Conditions); D.10.1 (BASE BUSINESS General Terms and Conditions)	
11.2	D.10.1 (BASE General Terms and Conditions); D.10.1 (BASE BUSINESS	

	General Terms and Conditions)	
--	-------------------------------	--

12. Minimum service		
12.1	New	This article is provided for the Customer's information regarding BASE's rights in cases where the Customer fails to comply with their obligations under the Contract.
12.2	New	This article is provided for the Customer's information regarding the consequences of a minimum service for a mobile telephony service.
12.3	New	This article is provided for the Customer's information regarding the consequences of a minimum service for a fixed internet service.
12.4	New	This article is provided for the Customer's information if they have a subscription for a mobile telephony service, and sets out BASE's rights in cases where the Customer fails to comply with its obligations under the Contract.

13. Suspension		
13.1	C.4 and D.10.2.1 (BASE General Terms and Conditions); C.4 and D.10.2.1 (BASE BUSINESS General Terms and Conditions)	This article sets out the cases in which BASE has the right to suspend the performance of its obligations under a Contract. The new article does not reiterate the Customer's rights in the event of an unjustified or unfounded suspension of the Contract. The new terms do not provide the Customer with the possibility to request BASE to suspend the Contract.
13.2	D.10.2.1 (BASE General Terms and Conditions); D.10.2.1 (BASE BUSINESS General Terms and Conditions)	

14. Termination		
14.1 By BASE		
14.1.1	C.5 and D.10.3.1.3 (BASE General Terms and Conditions); D.10.3.1.3 (BASE BUSINESS General Terms and Conditions)	The new terms provide that BASE must observe a reasonable notice period, instead of the fixed notice period of eight weeks that applied under the previous terms. The duration of a reasonable notice period will always depend on the specific circumstances. This is a standard clause in similar agreements.
14.1.2	D.10.3.1.1 (BASE General Terms and Conditions); D.10.3.1.1 (BASE BUSINESS General Terms and Conditions)	The new terms allow BASE to unilaterally terminate the Contract if its suspension lasts longer than ten days, instead of the fifteen-day period that applied under the previous terms. The new terms also introduce several new situations in which BASE may unilaterally terminate the Contract, which are standard in similar agreements.
14.2 By the Customer		
14.2.1	D.10.3.2.1 (BASE General Terms and Conditions); D.10.3.2.1 and D.10.3.2.3 (BASE BUSINESS General Terms and Conditions)	

14.2.2	D.10.3.2.1 (BASE General Terms and Conditions); D.10.3.2.1 (BASE BUSINESS General Terms and Conditions)	
14.2.3	D.10.3.2.3 (BASE General Terms and Conditions); D.10.3.2.1 (BASE BUSINESS General Terms and Conditions)	
14.3 Consequences of termination		
14.3.1	New	This article confirms that the termination of the Contract does not affect the Customer's payment obligations towards BASE.
14.3.2	New	This article is provided for the Customer's information regarding the right to a refund of subscription fees and/or copyright fees.
14.3.3	D.10.3.2.5 (BASE General Terms and Conditions); D.10.3.2.5 (BASE BUSINESS General Terms and Conditions)	
14.3.4	New	This article is provided for the Customer's information and arises from BASE's ownership rights to the equipment it makes available to the Customer.

<b>15. Easy Switch</b>		
15.1	New	This article is provided for the Customer's information when switching services to another operator.
15.2	New	This article is provided for the Customer's information when switching services to another operator and confirms that the Customer remains bound to fulfil their obligations under the Contract until the switch has taken effect.
15.3	New	This article is provided for the Customer's information when switching services to another operator and sets out the cases in which the Customer is entitled to compensation from BASE.

<b>16. BASE's liability</b>		
16.1	New	This article is provided for the Customer's information and is a contractual incorporation of Article 5.89 of the Belgian Civil Code.
16.2	D.3.1 and D.3.3 (BASE General Terms and Conditions); D.3.1 and D.3.3 (BASE BUSINESS General Terms and Conditions)	Not all grounds for exclusion from the previous terms were carried over into the new terms. On the other hand, a new ground for exclusion was introduced under item (iii), which is standard in similar agreements.
16.3	D.3.2 and D.3.4 (BASE General Terms	Under the new terms, BASE's liability towards the Customer is in all cases limited to



	and Conditions); D.3.2 and D.3.4 (BASE BUSINESS General Terms and Conditions)	a maximum of five times the amount of the last Bill, and may not exceed fifty thousand euros. Under the previous terms, this limitation did not apply in the event of fraud or gross negligence on the part of BASE. Under current civil law (Article 5.89 of the Belgian Civil Code), the exception to this limitation in cases of fraud still applies. BASE may, however, limit its liability in the manner described above in the case of gross negligence, unless the fault was intentional.
16.4	New	This article is provided for the Customer's information and is a contractual incorporation of Article 6.3 of the Belgian Civil Code.
16.5	New	This article confirms that any limitation of BASE's liability only applies to the extent permitted under the applicable law.

17. Customer's liability		
17	D.6.4.1 and D.6.4.2 (BASE General Terms and Conditions); D.6.4.1 and D.6.4.2 (BASE BUSINESS General Terms and Conditions)	

18. Intellectual property and software		
18.1	New	This article serves to safeguard the intellectual property rights of both BASE and the Customer.
18.2	New	This article serves to safeguard BASE's intellectual property rights.
18.3	New	This article serves to safeguard BASE's intellectual property rights and refers to separate Licence Terms that may apply to the use of software made available by BASE.
18.4	New	This article serves to safeguard BASE's intellectual property rights.
18.5	New	This article serves to safeguard the interests of both BASE and the Customer.

19. Processing of personal data		
19	D.5 (BASE General Terms and Conditions); D.5 (BASE BUSINESS General Terms and Conditions)	

20. Changes to the Contract		
20.1	D.7.3 (BASE General Terms and Conditions); D.7.3 (BASE BUSINESS General Terms and Conditions)	The new terms allow BASE to adjust the rates, charges, and fees at any time in line with the consumer price index, whereas under the previous terms this was only permitted once a year, during the month of January.
20.2	New	This new article sets out BASE's rights to unilaterally amend the Contract, with specific provisions for amending a Contract with BASE.
20.3	D.10.2.4, D.11.1 and D.11.2 (BASE	This article reiterates the statutory rules set out in Article 108, §4 of the Electronic

	General Terms and Conditions); D.10.3.2.4, D.11.1 and D.11.2 (BASE BUSINESS General Terms and Conditions)	Communications Act.
--	--	---------------------

21. Complaints		
21.1	D.13.1 (BASE General Terms and Conditions); D.13.1 (BASE BUSINESS General Terms and Conditions)	The new terms require the Customer to submit a complaint to BASE no later than one month after the Customer could reasonably have become aware of the matter giving rise to the complaint. This time limit did not apply under the previous terms.
21.2	D.13.1 (BASE General Terms and Conditions); D.13.1 (BASE BUSINESS General Terms and Conditions)	
21.3	New	This article is provided for the Customer's information to ensure that the Customer understands the requirements to prevent a complaint from being declared inadmissible.
21.4	D.13.2 (BASE General Terms and Conditions); D.13.2 (BASE BUSINESS General Terms and Conditions)	

22. Applicable law and jurisdiction		
22.1	D.13.4 (BASE General Terms and Conditions); D.13.4 (BASE BUSINESS General Terms and Conditions)	
22.2	D.13.3 (BASE BUSINESS General Terms and Conditions)	

23. Miscellaneous		
23.1 Transfer of the Contract		
23.1.1	D.9.2 (BASE BUSINESS General Terms and Conditions)	
23.1.2	D.9.1 (BASE BUSINESS General Terms and Conditions)	
23.2 Severability		
23.2	New	This is a standard clause in similar agreements that is intended to safeguard the legal interests of the parties to the Contract.
23.3 Translation		
23.3	New	This article is provided for the Customer's information in the event of discrepancies between the different language versions of the Contract.
23.4 Notifications		

23.4.1	New	This article serves to safeguard legal certainty in the contractual relationship between BASE and the Customer. There are situations where it may be in either party's interest for a notice to be in writing.
23.4.2	D.12 (BASE General Terms and Conditions);	
23.4.3	New	This article is provided for the Customer's information.
23.4.4	New	This article is provided for the Customer's information and aims to ensure smooth communication between BASE and the Customer in the context of the Contract.
23.5 Invocation of rights		
23.5	New	This article is provided for the Customer's information and sets out BASE's additional rights arising from a situation in which BASE exercises one of its rights under the Contract.
23.6 Waiver of rights		
23.6.1	New	This is a standard clause in similar agreements that is intended to safeguard the legal interests of the parties to the Contract.
23.6.2	New	This is a standard clause in similar agreements that is intended to safeguard the legal interests of the parties to the Contract.