

General conditions BASE B2B Customers



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 / BASE business".

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 and any Special Conditions and technical specifications.
- **Telenet Group** : Telenet Group NV/SA, Liersesteenweg 4, 2800 Mechelen, RPR Antwerpen dept. Mechelen 0462.925.669.
- **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.
- **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.
- **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.
- **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 that the Customer has signed up for.
- **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 an invoice 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.
- **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. 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, any deposit or down-payment 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 clause D.13.

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 connection is allotted to the Customer. The Customer may not demand a particular number (except where 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.

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.

B.2.4. 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 simultaneously 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).

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 will be free of charge and usually within 24 hours after receipt by Telenet Group 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 call value 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.3.1.1. 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. If the Customer wishes to allow third parties to use the SIM Card, he shall first give notice of the details of all users on the appropriate form and enclose the form with his Subscription Application. 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.

B.3.1.3. 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. 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. 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. 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.3.2.2. 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.

B.3.2.3. 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.3.3.1. 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.3.3.2. 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. 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.

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

B.5.1. 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. 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 D.10.3.1.2, and shall carry the consequences associated therewith.

B.5.2. With the express prior written agreement of Telenet Group, the Customer may use a SIM card in a SIMbox under the following conditions :

- the Customer entered in to a Contract with Telenet Group under which a total of at least 5 Telenet Group SIM cards are actively used by the Customer ;
- the Telenet Group SIM cards may only be used in a SIMbox for outgoing calls ;
- the Telenet Group SIM cards may not be used in a SIMbox for international calls or for roaming or premium services ;
- the Telenet Group SIM cards may not be used in a SIMbox for data traffic ;
- the Telenet Group SIM cards may not be used in a SIMbox for sending text messages (SMS) or multimedia messages (MMS) ;
- the SIM cards provided by Telenet Group for use in a SIMbox may not be used for any other purpose ;
- the Telenet Group SIM cards may not be used by the Customer in a SIMbox to offer telecommunications services to third parties.

In the case of breach of any of the above conditions, Telenet Group reserves the right to withdraw the agreement it has given the Customer to use SIM cards in SIMboxes, if need be without prior notice.

Termination of the SIMbox service between the Customer and Telenet Group, howsoever and whenever arising, terminates only the SIMbox service without affecting the underlying Contract(s) entered into between the Customer and Telenet Group, which remain(s) in force until it/they terminate(s) or is/are terminated in accordance with the relevant provisions.

B.5.3. With the express prior written agreement of Telenet Group, the Customer may, under the conditions agreed by the parties, use a SIM card in the context of Machine to Machine services, which constitute a telecommunications application enabling an information transfer between a server located with the Customer and a remote machine without any human intervention.

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 information 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 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.

D. General

D.1. Subscription

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 as invalid if it is not accompanied by the following documents :

a. for natural persons :

- Belgians :
 - the original of a valid Belgian identity card ;
 - proof of a fixed dwelling or place of residence in Belgium if such is not evident from the aforementioned documents ;
- Non-Belgians :
 - identity card or passport, as the case may be, the original identity card for foreigners issued in Belgium ;
 - proof of stay in Belgium, e.g. utilities documents (electricity/gas/Internet) ;

b. for legal persons :

- the notice published in the Belgian official gazette containing the articles of association and any amendments thereto, proof of identity of the natural person that represents the legal person and proof of his power of representation ;

c. for entities without legal personality and (de facto) associations :

- a certified true photocopy of the deed of constitution and any amendments to the constitution, proof of identity of the natural person that represents the entity or association and proof of his power of representation ;

d. 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.1.2(b) or D.1.2(c).

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 and/or if the Customer is included in the records mentioned in clause D.5.1.

D.1.5. Telenet Group may, during the term of the Agreement, request payment of a down-payment from the Customer if it appears that the Customer uses one or more Services in such a manner as might result in high billing. The maximum amount that Telenet Group can ask for as a down-payment is the amount that remains outstanding at the time the down-payment is requested. Enquiries as to what this amount is can be made via the Telenet Group customer service department. A down-payment that has been made is always set off against the next invoices issued to the Customer and does not bear interest. The Customer may obtain further information from the Telenet Group helpdesk on cases when a guarantee or down-payment may be requested.

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 uninterrupted, 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 :

- 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) ;
- interruptions in use attributable to maintenance, improvement and/or expansion works to the Network, the terminal or other Telenet Group installations ;
- incorrect or erroneous use of the Services by the Customer ;
- 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 ;
- 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. ;
- intervention by third parties notwithstanding the security measures of Telenet Group ;
- 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 :

- the content of conversations conducted in the context of the Services ;
- 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 invoices 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.
- the content, integrity or accuracy of the data sent via the Services and the information provided by third parties or accessible via the Services ;
- any breach of the confidentiality of data sent via the Services ;
- 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 invoice issued to the Customer and fifty thousand euros (€50,000).

D.4. Purchasing a Product - Warranties

D.4.1. Without prejudice to Article D.4.2., property in each Product passes to the Customer upon purchase thereof by 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.

D.4.2. In specific cases, property in a Product does not pass to the Customer upon purchase 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 (whether or not with an amortization table). In such case of delayed transfer of property, the Customer bears, in all cases, the risk of damage, theft or loss as of the purchase of the Product.

D.4.3. 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.4.4. Products sold by Telenet Group are only covered by the standard warranty conditions of the manufacturer, which are to be found in the packaging.

D.5. Processing of personal data

D.5.1. Processing of personal data by Telenet Group as data controller

The BASE privacy policy applies to the processing of the personal data of the Customer in connection with his BASE products and services, as well as to the personal data of the end users who – through their relationship with the Customer – make use of these products and services. The Customer can always consult the BASE privacy policy on <https://www.base.be/nl/wettelijke-informatie/privacybeleid.html>, or request a copy from the BASE customer service or in one of the BASE stores.

To avoid each misunderstanding : any processing of the personal data of business customers is only appropriate if the business customer is a natural person (self-employed), or, if the business customer is a legal entity (a company), the privacy policy only applies to the personal data of the natural persons that Telenet Group processes in the context of their relationship with the business customer (such as authorized persons, contact persons and/or end users). Telenet Group refers in particular to the responsibilities of the Customer towards the end users he permits to make use of the above-mentioned products and services (Art. 2C of the BASE privacy policy).

D.5.2. Processing of personal data by Telenet Group as processor

Only if and to the extent that Telenet Group is granted access to certain personal data directly by the Customer in the context of its service provision (e.g. name, position and contact and/or billing details) of the employees and/or agents of the Customer, and Telenet Group can save this personal data or otherwise process it, will the Customer be the data controller and Telenet Group the processor of this personal data.

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 relating to the Services and Products. The information 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, a new corporate name 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.6.2. 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. In each of these cases, Telenet Group reserves the right to limit provision of the Services or to suspend and/or terminate the Agreement.

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 can also 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 invoices 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. Provided such is indicated in the Subscription Application or provided a written request is made during the term of the Agreement, the Customer may ask to be sent non-detailed invoices.

D&8.3. Unless otherwise agreed or inter alia unless technical problems should occur, Telenet Group sends the Customer invoices 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 invoice 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 applicable after dispatch of the first invoice following the request, unless the request is made in the period during which an invoice is prepared, in which case the changed rate will only apply after dispatch of the succeeding invoice. The same shall apply if the Customer requests new or additional services. The Customer agrees that the cost of roaming services may be invoiced 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 invoice is sent to the Customer. The Customer agrees that invoices may be dispatched electronically. The Customer may at any time ask on simple request, to revert to classic billing on paper. Telenet Group shall invoice a flat-rate administrative fee to the Customer with more than five call numbers for classic billing on paper. In that case, the Client may also request one or more duplicate invoices upon payment of a charge as laid down by Telenet Group. A list of those flat-rate administrative fees can be consulted at the website www.base.be.

D&8.5. All invoiced amounts are payable within the deadline stated on the invoice or, if no such deadline is stated, within twelve (12) days of invoice date, using one of the following means of payment :

- bank transfer or post office transfer ;
- direct debit, by completion of the relevant form enclosed with the application form or any other appropriate document ;
- for some Services : direct credit card debit via Visa, MasterCard or American Express, by completing the form provided by Telenet Group.

For the use of other means of payment, additional costs may be charged by Telenet Group.

D&8.6. If Telenet Group does not receive payment of the invoiced amounts within the stipulated payment deadline, then, as from expiry of the payment deadline, delay interest will be due automatically at the legal rate of interest (law of 2 August 2002 on combating late payment in commercial transactions). Additionally, Telenet Group may claim liquidated damages in the sum of the greater of 15% of the invoiced amounts that remain outstanding on the due date and EUR 60.00, without prejudice to the right to claim procedural court costs. If Telenet Group has to send a payment reminder to the Customer, or if the Customer has paid the invoice without using the correct structured communication, Telenet Group shall invoice a flat-rate administrative fee. A list of those flat-rate administrative fees can be consulted at the website www.base.be.

D&8.7. Following dispatch of a notice of default, the Customer may claim compensation of EUR 60.00 should Telenet Group fail within five working days of receipt of the notice of default to fulfil its contractually agreed principal obligation, i.e. to use all reasonable means to provide the Customer with access to the Network and the Services.

D&8.8. Protests against Telenet Group invoices must be notified to Telenet Group within one month of invoice date, failing which they will be rejected. This possibility does not affect the Customer's obligation to pay the invoice within the normal period unless the Customer is justified in disputing the invoiced amount. The Customer is nevertheless obliged to pay the undisputed amount for the invoiced Services as well as subsequent invoices 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 invoiced in subsequent invoices.

D&8.10. The Customer may opt to make use of Telenet Group's Split Billing service for certain of its employees (the "Employees"). The Split Billing service allows the Customer to enable the Employees to utilize certain Telenet Group Services and for the invoiced costs of those Services to be split between the Customer and the Employee.

D&8.10.1. Once Telenet Group receives the Subscription Application duly completed and signed by the Customer and the relevant Employee(s) together with the "Summary of Split Billing Users" document, correctly completed and signed by the Customer, Telenet Group will provide the Customer with a SIM card and telephone number for use by each of the relevant Employees.

D&8.10.2. It is the Customer's responsibility to ensure that, at the time the Subscription Application is signed, each of the Employees is informed of these general conditions and that the Employees expressly agree to these general conditions.

D&8.10.3. Each month, the usage that the Customer has made of the Telenet Group Services will be invoiced. In this respect, two invoices will be drawn up : one for the Customer and the other for the Employee. Depending on what formula the Customer has selected (fixed amount, certain product or certain service, or certain destination), the relevant amount will be invoiced to the Customer. Any balance will be invoiced to the Employee. Depending on the chosen formula, it is possible that, in a given month, the Customer does not have to pay anything or has to pay less than the agreed fixed amount, i.e. if the Employee has made no or very little use of the Telenet Group Services. The Employee's use of Telenet Group Services is closed off per invoice cycle of one month (this need not necessarily coincide with a calendar month). In no event are amounts carried over to a succeeding month.

D&8.10.4. The invoice that is sent to the Customer may or may not be detailed (as the Customer chooses) and states the amount that the Customer has to pay. The invoice to the Customer gives information regarding the Employee's use of the Telenet Group Services. The Customer gives its express consent to details of the telephone calls invoiced to the Employee only being sent to the Employee.

D&8.10.5. The invoice sent to the Employee may or may not be detailed (at the Employee's choice) and states the amount that the Employee himself has to pay. However, the invoice sent to the Employee will never contain information concerning the use that he has made of the Telenet Group

Services and which are invoiced to the Customer. The Employee hereby declares that he agrees to details of his telephone calls that are invoiced to the Customer only being disclosed to the Customer. The Customer undertakes to treat the data concerning the Employee's telephone calls as confidential and in accordance with the terms of the privacy protection legislation. The Customer alone shall be responsible in the event of complaints concerning the fact that data has been passed to the Customer and the Customer undertakes that it will indemnify Telenet Group in full for any costs Telenet Group might incur further to any such complaint.

D.8.10.6 The Customer confirms that it has been informed and accepts that it is jointly and severally liable for the Employee's debt, regardless of whether it is the Employee or a third party that has used the SIM card that was provided for use by the Employee. This implies that the Customer will be liable to pay the Employee's debt if, after two reminders from Telenet Group, he shall have failed to make payment of a Split Billing invoice. Telenet Group will notify the Customer of the name and telephone number of the Employee, the invoice number and the amount owed, but the Customer will not receive any copy of the unpaid invoice. This will in no way affect the fact that the Customer is jointly and severally liable for the debt. The Employee confirms that he has been informed and that he accepts that Telenet Group will, as the case may be, inform the Customer that the Employee has not paid his Split Billing invoice despite two reminders and that Telenet Group will apply to the Customer direct for payment of that invoice.

D.8.10.7 The SIM cards and corresponding telephone numbers are allocated to the Customer, not the Employees. The Customer is ultimately responsible to Telenet Group for the use that is made of the SIM cards, regardless of whether the SIM card is used by an Employee or a third party. The Customer is prohibited to in any way transfer, hire out or otherwise commercialize the SIM cards and telephone numbers allotted to it. If the Split Billing service is terminated for a certain Employee, howsoever arising, the Employee is not entitled to request transfer of the SIM card or corresponding telephone number other than with the exceptional, written agreement of the Customer and Telenet Group.

D.8.10.8 If the Customer wishes to make alterations (change of formula, additions or deletions) to the list of Employees entitled to the Split Billing service, it must notify Telenet Group in advance by e-mail by means of the "Summary of Split Billing Users" Excel addendum.

The requested changes will be given effect to as quickly as possible after Telenet Group receives the requisite, duly completed form, the Employees' identity details and, if a new Employee is added or another formula is opted for, the "Subscription Application" document with the Split Billing formula duly completed and signed by the Employee.

D.8.10.9 Termination of the Split Billing agreement between the Customer and Telenet Group, howsoever arising, terminates only the Split Billing service without affecting the underlying Contract signed by the Customer and Telenet Group, which remains in force until it expires or is terminated in accordance with its terms. The Customer and Employee declare that they are in agreement with this. Such termination shall in no event affect the Customer's joint and several liability, and therefore, even after the date of termination, the Customer may have to pay Telenet Group invoices that have not been paid by Employees.

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.

D.9.2 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 (i) Telenet Group gives its prior written consent, and (ii) both the Customer and the assignee have fully completed and signed the appropriate Telenet Group transfer form and submitted it to Telenet Group.

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

D.10.1 Commencement and term of the Subscription

A Subscription commences upon activation of the Subscription but the Customer is bound under his Subscription Application from the moment he signs it. The Subscription is entered into for a fixed or open-ended term. A fixed-term Subscription renews automatically for an open-ended period after its final date.

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 invoice 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 (calls, very high volumes of downloads, etc.). 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 the bankruptcy or an application for a payment moratorium, the liquidation or the winding-up of the Customer, 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 invoiced to him during the suspension period. The suspension is lifted immediately when Telenet Group receives evidence that the situation has been redressed. The costs of deactivation and activation may be billed to the Customer. These costs are 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 sent by 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

D.10.3.1 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 the bankruptcy or an application for a payment moratorium, the liquidation or the winding-up 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.

D.10.3.1.4. 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

D.10.3.2.1 A Customer with not more than five call numbers at the time of termination of the Subscription may terminate the fixed-term or open-ended Subscription in writing at any time it pleases, and even immediately. Telenet Group will as quickly as possible close off the relevant Service and, in this respect, will send the Customer a written confirmation. If the Customer, at the time of termination of the fixed-term Subscription, does not have more than five call numbers and terminates the Subscription within the first 6 months after the Subscription comes into effect, the Customer must 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. If, at the time of termination of the Subscription, the Customer (i) does not have more than five call numbers and (ii) has acquired a Product free of charge or at a lower price, acquisition of which was tied to signing up for the Subscription, then, where the Subscription is terminated during the first 24 months (also in the event of death), compensation is due equal to the outstanding value of the Product(s) acquired at the time of termination of the Subscription. The outstanding balance of the value of the Product is mentioned in the amortization table attached to the Subscription Application. In the context of this article, a change in a Tariff Plan requested by the Customer and approved by Telenet Group can also be regarded as a termination of the Subscription.

D.10.3.2.2 A Customer that has contracted a fixed-term Subscription and, at the time of termination of its fixed-term Subscription has more than five call numbers must, in the event of early termination of the Subscription, pay compensation equal to the Subscription Charges or minimum call charges for the period running to the end of the fixed term.

Furthermore, the Customer in question with over five call numbers is liable for damages equal to 75% of the amount that Telenet Group has invoiced to the Customer for all Services that the Customer has utilized during the three months preceding the early termination. Subscription charges or minimum call credits are not included in the calculation of damages.

D.10.3.2.3 A Customer that has contracted an open-ended Subscription and that, at the time of termination of its Subscription, has more than five call numbers can terminate its open-ended Subscription at any time it pleases, and even immediately. Telenet Group will as quickly as possible close off the relevant Service and, in this respect, will send the Customer a written confirmation.

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 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.10.3.2.4 Any termination of the Agreement will entail automatic deletion of all details that might be stored by Telenet Group for the Customer (including electronic messages, personal homepages, etc.). 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 Agreements for a fixed term cannot be amended during the agreed term, except in case both the Customer and Telenet Group agree. In the event of planned amendments of an Agreement for an indefinite duration, Telenet Group will duly inform the Customer at least one month before a change in the Agreement, a rate increase or a change in the technical features of the Telenet Group Services comes into effect, Telenet Group will duly inform the Customer thereof if the proposed change or increase has implications for him. 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 or in technical features, he may unilaterally terminate the Subscription early without payment of any penalty or compensation, in accordance with the provisions of clause D.10.3.2.4 of these General Conditions.

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 to forward 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.13.1. 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 / BASE business, one of the following channels can be used :

By post : Liersesteenweg 4, 2800 Mechelen
By fax : 0800/20 487
Via the web site : www.base.be/business
By telephone : 0486/19 1940

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 – klachten@ombudsmantelecom.be (tel. 02/223 0909 – fax 02/219 8659). Complaints 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.

D.13.3. Jurisdiction

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 self-employed persons and businesses is the following :

- via fixed or mobile phone, within Belgium : BASE / BASE business Customers 1940 (free)
Others 0486 19 1940
- via fixed or mobile phone, from abroad : +32 4865 19 1940

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

- surf to www.base.be/business
- 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/BASE business, please consult the contact data and the opening hours of the customer service department responsible for that Product or Service on the website at www.base.be.

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Telenet Group NV/SA cannot be held liable for any typographical errors or any other errors or omissions in this publication. The features of the Products and Services are subject to change without prior notification. Consult the General Conditions of Telenet Group for more-detailed information.

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