

# SPECIAL TERMS AND CONDITIONS FOR BASE (Pro)

## Special terms and conditions for BASE Internet

Version: 3 June 2024

### 1 Specific obligations for BASE

- 1.1 BASE provides the Customer with the internet service specified in the info sheet.
- 1.2 BASE undertakes to build security features into the Network to minimize potential abuse. BASE cannot completely eliminate all forms of abuse and therefore cannot guarantee that the service will be free from viruses, unsolicited emails, intrusions through unguarded ports, or other types of computer crime by third parties.
- 1.3 BASE shall take action against abuse committed on the Network by its customers and users, insofar as BASE becomes aware of such abuse.
- 1.4 In cases of abuse on other networks or by individuals with IP addresses not assigned by BASE, the Customer must inform the administrator of the IP address concerned so they can identify their customer and take appropriate action. The Customer can query the WHOIS databases to identify the relevant administrator.
- 1.5 The Customer acknowledges and accepts that competent authorities may require BASE to block certain unlawful information on the internet.

### 2 Specific obligations for the Customer

- 2.1 The Customer undertakes to use the internet service in such a way that neither other users nor the Network be hindered in any way. The BASE network management policy applies. The Customer can find more information about this via the following link: [www.base.be/internetfairuse](http://www.base.be/internetfairuse).
- 2.2 The Customer accepts that BASE may use leased or loaned modems for other services provided by BASE or third parties.
- 2.3 The Customer is responsible for protecting their device, data, and software against all forms of risks inherent in accessing the internet (included but not limited to viruses, hacking, spamming, and other forms of cybercrime). The Customer also understands and accepts that data transmission over the internet is inherently imperfect, with factors such as quality, speed, and security possibly falling short of optimal standards. As such, the Customer uses the internet at their own risk and cannot hold BASE liable for any damage resulting from interruptions or errors in transmission, or from the loss, damage or breach of confidentiality of the Customer's data.
- 2.4 The Customer undertakes not to use the service for the purpose of:
  - (i) distributing, sending, downloading, or uploading:
    - (a) unlawful, inaccurate, misleading, obscene, or defamatory content and data;
    - (b) unsolicited or unauthorized advertising, junk mail, spam, chain letters, or any other duplicating or unwanted messages;
    - (c) computer viruses or other harmful programs;
  - (ii) unlawfully accessing third-party data or damaging or destroying (IT) data;
  - (iii) infringement of intellectual property rights.
- 2.5 The Customer accepts and agrees to be bound by the provisions of the acceptable use policy, which is included as an annex.

### 3 Content

- 3.1 For the purposes of this article, '**Content**' refers to all possible data, information, and services that (i) the Customer can access via the internet service and/or (ii) the Customer can consult, send, receive, download, or otherwise interact with using the internet service.

- 3.2 The Customer understands and accepts that BASE (except when offering Content in its own name):
- (i) exercises no control over the Content (in terms of aspects such as its nature, characteristics, quality, integrity, or availability) and therefore cannot be held responsible for it;
  - (ii) cannot be held responsible for violations of applicable laws or regulations or infringement of rights by Content providers;
  - (iii) does not intervene in any agreements entered into between the Customer and Content providers. The Customer enters such agreements at their own risk and is solely responsible for compliance with the applicable conditions and/or terms of use and payment of any charges due.

#### 4 Continuity of service

Due to technical factors beyond its control, BASE may need to temporarily or permanently change certain specifications of the chosen subscription type to ensure continuity of service for all customers.

### Annex: Internet acceptable use policy

#### 1 What is an acceptable use policy?

An acceptable use policy (hereinafter: 'AUP') is a set of rules that an internet service provider such as BASE expects every user to uphold. BASE believes that all its customers should be able to enjoy unhindered access to the internet. This means that BASE cannot tolerate behaviour which, directly or indirectly, may disrupt the internet experience of other users, and we will therefore take appropriate measures if necessary.

Sometimes this behaviour is illegal, and sometimes it is merely irritating or not in keeping with netiquette. For example, your computer may be hacked, you may get unsolicited emails, and so on.

Other activities may undermine the performance of the Network, having a negative impact on other users' online experience. BASE has built a number of safeguards into the Network to keep potential abuses of this type to a minimum, but this obviously cannot prevent every form of improper use. The purpose of the AUP is therefore to establish what BASE considers improper use.

But an AUP is more than just a deterrent. An AUP also allows BASE to take action against possible 'aggressors' and thus assist the 'victims'. In other words, an AUP contributes to keeping the internet enjoyable for all.

A number of items in the code of conduct also clarify general principles that you can find elsewhere in the Contract.

#### 2 Types of improper use

There are various forms of improper use/abuse:

- Personal abuse: Abuse that has direct negative consequences for another internet user or group of internet users.
- Network abuse: Abuse that has indirect negative consequences for other internet users, such as jeopardizing the integrity of the Network. To counter this type of abuse, BASE has placed some constraints on the use of the internet service.

The following is a list of examples of abuse:

- Attacks: Attempts to disrupt or prevent correct operation of networks, computer systems, and accounts (including those of BASE and its customers). Also, attempts to overload, prevent access to or 'crash' networks, computer systems, or certain services.
- Port scans: A port scan is a means of finding unprotected ports on a computer. This does not negatively impact the operation of internet services, but with the information obtained, you can become a victim of cyber attacks. This is similar to someone walking down a street and checking the front door of each house to see whether it is locked. As such, the AUP also prohibits port scans.
- Spam: Sending unsolicited electronic messages is prohibited.
- Breaches of netiquette: Offensive and racist statements over the internet (e.g. via email, social media, or discussion forums), email bombs (flooding a mailbox with large emails), abuse of another person's email address, and so on.

- DoS (or DDoS) attacks: Denial of Service (and Distributed Denial of Service) attacks are intended to render systems, networks, or services unusable by the legitimate user. During a DDoS attack the target system is bombarded with large volumes of data or requests, overloading the servers on which the service or system runs. This overload prevents end users from using the system. Denial of Service (and Distributed Denial of Service) attacks remain a major threat to the internet and therefore to the Network. Priority will be given to countering such attacks.

### **3 BASE interventions against abuse**

BASE can only act against abuse originating on its Network, committed by its customers and users. If you detect a port scan originating from another network, you must report the incident to the administrator of that IP address (the provider). Only they can identify, contact and, if necessary, suspend their customer.

You can determine who to contact via the WHOIS databases of, for example, ARIN ([www.arin.net/about](http://www.arin.net/about)), RIPE ([www.ripe.net](http://www.ripe.net)), and APNIC ([www.apnic.net](http://www.apnic.net)). If no contact details are listed, you can try sending an email to [abuse@\[provider's name\].\[com/be/nl\]](mailto:abuse@[provider's name].[com/be/nl]).

In situations of an urgent nature (e.g. in the event of a DDoS attack), BASE may immediately temporarily suspend the connection to maintain the integrity of the Network.

### **4 When is BASE unable to intervene?**

For legal reasons, there are some types of abuse that BASE cannot do anything about. BASE is responsible for the reliable operation of its Network, yet it cannot control the content offered on the internet, for example.

BASE has no authority to take direct action, even in matters that are clearly illegal (e.g. child pornography, copyright violations, stalking). In such cases, BASE recommends that you contact the official authorities. Here are some useful links:

- The federal police hotline: [www.politie.be/nl/](http://www.politie.be/nl/)
- Reporting child sexual abuse images: [www.childfocus.be/nl-be/Seksuele-Uitbuiting/misbruikbeelden](http://www.childfocus.be/nl-be/Seksuele-Uitbuiting/misbruikbeelden)
- Safeonweb: [www.safeonweb.be/nl](http://www.safeonweb.be/nl).

### **5 How to report abuse at BASE**

Victims of abuse over the internet can contact our online harassment investigators via this web form: [www.prd.base.be/nl/web-forms/abuse](http://www.prd.base.be/nl/web-forms/abuse). They will investigate your complaint and see what actions can be taken.

# Special terms and conditions for BASE TV

Version: 3 June 2024

## 1 General

- 1.1 BASE provides the Customer with the television services specified in the info sheet.
- 1.2 In addition to terms defined elsewhere in the Contract, the capitalized terms below shall have the following meanings for the purposes of these special terms and conditions:
- 'BASE TV' is the generic name for BASE's services through which certain packages of audio and/or audiovisual content are made available to the Customer, regardless of the (current or future) technology used and regardless of the end device used (e.g. non-smart TV, smart TV, PC, smartphone, tablet) (hereinafter '**End Device**').

Among other things, BASE TV can be offered with or without encryption, with or without a device for receiving and/or decoding the audiovisual signals (e.g. a BASE TV box) (hereinafter '**Device**') via a fixed or mobile network and based on IPTV, internet TV, or any other protocol.

## 2 Access to BASE TV

- 2.1 Access to BASE TV requires a fixed or mobile internet subscription (for which additional restrictions and/or additional charges may apply, such as for the use of mobile or fixed data). More specifically, access to BASE TV via a Device requires a fixed internet subscription from BASE.
- 2.2 As further clarified at [www.base.be](http://www.base.be), accessing (all functionalities of) (one or more) BASE TV services may require the following, for which additional charges may apply:
- (i) having (and possibly registering) a compatible End Device that has the technical specifications required for (the functionalities of) the service;
  - (ii) having one or more Devices;
  - (iii) the activation of the service by BASE; and
  - (iv) the availability of the required interactivity.
- 2.3 Unless expressly stated otherwise, access to BASE TV is restricted:
- (i) to the installation address(es) provided by the Customer; and
  - (ii) with respect to BASE TV services available at locations other than that address or addresses:
    - (a) for Consumers: to Users who are members of the Customer's family and permanently reside at the Customer's permanent place of residence (which can be demonstrated by proof of address or other relevant official registration at the address);
    - (b) for Professional Customers: to the User designated by the Customer.
- 2.4 Additional restrictions may apply with respect to the use of BASE TV, such as, but not limited to (such restrictions may vary depending on the specific BASE TV service; applicable restrictions are expressly stated per service at [www.base.be](http://www.base.be)):
- (i) the identification of the User by means of a username and/or password or PIN;
  - (ii) the registration of the End Devices;
  - (iii) limitation of the total number of End Devices on which the Customer can access BASE TV; and/or
  - (iv) limitation of the number of Users who can simultaneously use (some or all parts of) the service.

## 3 Liability

- 3.1 The Customer retains sole responsibility to BASE and any third parties for all use of the BASE TV service under their Contract, with all associated charges being exclusively billed to the Customer.
- 3.2 Unless expressly stated otherwise, the Customer shall immediately notify BASE when transferring a Device to a third party. Until BASE has been duly notified, the Customer remains responsible for use of the Device and any usage of services (including those for which additional charges may apply) via the transferred Device.
- 3.3 Depending on the BASE TV service chosen, the Customer may be able to manage and monitor the rights of the various authorized Users for accessing and ordering (parts of) the service. The available possibilities for each service are listed at [www.base.be](http://www.base.be).

3.4 BASE has no editorial responsibility for the content of the channels and broadcasts included in BASE TV. Such responsibility lies solely with the broadcasters and other providers of audio and audiovisual content. Information on channels and broadcasts is provided on the basis of information received by BASE from broadcasters and other providers, and is for information purposes only. BASE is not responsible for the lawfulness of (the content of and/or information about) the channels and broadcasts, which lies solely with the broadcasters and other providers.

3.5 It is possible that through BASE TV the Customer may have access to (paid or non-paid) services offered by third parties (e.g. on-demand audio and/or audiovisual services, applications, video games, audiovisual content, publications, websites, payment services, information). Additional third-party conditions may apply to those services. BASE accepts no liability whatsoever concerning the information about, delivery, use, and additional costs of those services.

#### **4 Changes**

4.1 The Customer acknowledges and accepts that the BASE TV service is evolutionary.

4.2 The technology used for the provision of (one or more services of) BASE TV may change for legal, commercial, or technical reasons (related to quality, efficiency, capacity, et cetera).

4.3 The offerings of audio and/or audiovisual content on (one or more of) the BASE TV services may change as a result of circumstances beyond BASE's control. The Customer therefore accepts that BASE's range of offerings may change in the event of bankruptcy of a supplier, in the event the supplier discontinues a channel, if BASE and the supplier are unable to reach an agreement about transport and/or distribution conditions, if viewing figures show that certain content only attracts a very limited audience, if capacity restrictions on the Network make a change of offerings necessary, as a result of a legal or judicial decision, et cetera.

4.4 BASE shall inform the Customer about any such changes in a timely manner. Where possible, BASE will, to the best of its ability, replace the affected offer as quickly as possible with an equivalent offer.

#### **5 Intellectual property**

5.1 The intellectual property rights (e.g. trademark rights, copyright, neighbouring rights) for the BASE TV service and the audio and audiovisual content rest exclusively with BASE and its suppliers.

5.2 The Customer and the Users acquire a limited, personal right to use the BASE TV service and the audio and audiovisual content, in accordance with the provisions of this agreement and the functionalities of the BASE TV service. BASE TV may not be used for public screenings. The rights of use not explicitly granted to the Customer and Users by this Contract or by law remain expressly reserved for BASE and its suppliers.

5.3 The Customer undertakes not to circumvent any technical measures that protect the audio and audiovisual content or restrict its use, as well as to comply with any restrictions communicated to them regarding the use of such content.

5.4 The Customer acknowledges that for certain audio and audiovisual content, specific usage rights restrictions may be imposed by BASE suppliers.

5.5 The Customer fully indemnifies BASE against any claim from suppliers or third parties due to non-compliance with the obligations in this article 5.

#### **6 Device rental**

6.1 These conditions also apply to every Device rented by BASE to the Customer as part of the TV services. Any additional restrictions and conditions are outlined at [www.base.be](http://www.base.be).

6.2 The Device is rented by BASE to the Customer at the monthly rental price shown in the Price List (if applicable, the rental price is included in the price of the subscription to BASE TV or the subscription that includes BASE TV).

6.3 On delivery, the Customer shall immediately test the Device and immediately report any defects to BASE. If no defects are reported, it is assumed that the Device was delivered in good and functional condition.

6.4 Before first use, the Device may require activation by BASE, either on-site or remotely. There may be additional costs associated with this, which are shown in the Price List if applicable.

# Special terms and conditions for BASE Mobile

Version: 3 June 2024

## 1 Definitions

In addition to terms defined elsewhere in the Contract, the capitalized terms below shall have the following meanings for the purposes of these special terms and conditions:

**Content:** All possible data, information, and services to which the Customer has access via the mobile service (e.g. via the internet, intranet, or other applications) and/or which the Customer can consult, send, receive, download, et cetera via the mobile service.

**Device:** The communication device with which the Customer uses the mobile services.

**eSIM** ('embedded SIM'): A SIM embedded in a compatible Device that contains the necessary information in digital form to allow the Customer to access the mobile services and identify themselves on the Mobile Network.

**Mobile Network:** The mobile communications network used by BASE to provide the mobile services in Belgium.

**SIM Card:** The chip card, provided by BASE, which the Customer must insert in their Device to access the mobile services and identify the Customer on the Mobile Network.

**SIM:** The eSIM and/or the SIM Card.

## 2 General

2.1 BASE provides the Customer with the mobile telephony and/or mobile data services listed in the info sheet about the Mobile Network.

2.2 Activation of the service is done either at a BASE shop or by the Customer in accordance with the instructions provided by BASE.

2.3 BASE undertakes to use all reasonable means to ensure that access to the service, as well as its security, reliability, and proper operation, proceed as smoothly as possible. However, the Customer understands and accepts that:

- (i) BASE cannot guarantee, among other things, that all data can be delivered without interruption, in the correct form, and within a certain period of time;
- (ii) the service may be disrupted by external sources or obstacles (e.g. interference of radio signal transmission by buildings, foliage, terrain, et cetera); and
- (iii) the quality of the service also depends on the Device they are using.

2.4 BASE alone determines the most appropriate technical means to provide the service and has no obligation to expand the Mobile Network or increase its capacity.

2.5 BASE has the right to suspend or terminate the mobile services if the SIM Cards used by a Customer have been the subject of organized resale to individuals who are not residents of Belgium or lack a stable connection to Belgium.

## 3 Prepaid cards

3.1 Services based on prepaid cards are reserved for Consumers. BASE does not issue Invoices for these services.

3.2 Activation of services based on prepaid cards requires prior identification of the Customer via one of the methods listed at [www.base.be](http://www.base.be). After activation, the Customer must re-identify themselves whenever this is requested by BASE. If the Customer fails to identify themselves within the stipulated period, BASE is entitled to block the SIM concerned. BASE reserves the right (i) to refuse the activation of a SIM or to block the SIM if the identification details provided by the Customer appear unreliable and (ii) to change the identification methods available.

3.3 Without prejudice to other contractual restrictions, the Customer may only make SIMs used for services based on prepaid cards available to the persons listed in article 5 of the Royal Decree of 27 November 2016 on the identification of the end user of mobile public electronic communications services provided by means of a prepaid card (*Arrêté royal du 27 novembre 2016 relatif à l'identification de l'utilisateur final de services de communications électroniques publics mobiles fournis sur la base d'une carte prépayée / Koninklijk besluit van 27 november 2016 betreffende de identificatie van de eindgebruiker van mobiele openbare elektronische-*

*communicatiediensten die worden geleverd op basis van een voorafbetaalde kaart).*

- 3.4 A prepaid card with prepaid credit gives the Customer access to a number of mobile services up to the amount of this credit. The available mobile services and applicable tariffs vary depending on the type of prepaid card chosen and the amount of credit. More information is available at BASE shops, in the info sheets, and at [www.base.be](http://www.base.be).
- 3.5 The Customer can use these mobile services with their assigned mobile number as long as the credit has not been fully used up or permanently lost. As long as BASE has not revoked this number, the Customer can continue to receive calls and text messages in Belgium.
- 3.6 The prepaid credit remains valid for a period of 12 months following its purchase.
- 3.7 BASE is entitled to revoke a mobile number at any time (with the result that the number is permanently lost for the Customer) if the Customer has not topped up any credit during the 12 months following activation of the SIM or the last top-up. Without prejudice to article 3.8, in such case any remaining prepaid credit, options, or credit of any kind will automatically expire.
- 3.8 The Customer is not entitled to transfer or reimbursement of unused prepaid credit except in the case of (i) a switch to a BASE monthly plan for the mobile number or (ii) porting of the mobile number to another operator. Only the credit actually purchased by the Customer (e.g. not 'free' credit granted as part of a promotional offer) can be transferred to a BASE monthly plan or, in case of number porting to another operator, reimbursed. If the number is ported to another operator, the Customer must submit the request for reimbursement to BASE within a period of one month from the date of the effective porting of the number, in accordance with the procedure provided at [www.base.be](http://www.base.be), subject to the administrative fee shown in the Price List. After this period, the Customer forfeits the right to reimbursement. If the Customer meets the conditions, BASE undertakes to make the reimbursement within one month of the request. If the Customer does not meet the conditions, BASE will notify the Customer.

#### **4 Monthly plans**

If the Customer does not use their monthly plan at all for a period of 12 months, BASE is entitled to cancel the monthly plan and any associated options and revoke the mobile number (with the result that the number is permanently lost for the Customer).

#### **5 Obligations of BASE**

##### **5.1 Mobile number**

- 5.1.1 One mobile number is allocated per SIM.
- 5.1.2 Unless the Customer uses the number porting procedure, the Customer is not entitled to claim a particular mobile number, to have the mobile number changed at a later date, or to keep the mobile number upon termination of the Contract. The Customer also no longer has any claim to a mobile number that was transferred to a User.
- 5.1.3 BASE reserves the right to change an assigned mobile number for compelling service-related reasons, provided the Customer is notified at least 2 months in advance. BASE is not obligated to provide any compensation to the Customer for this.

##### **5.2 Coverage**

BASE points out that, notwithstanding the excellent quality of the Mobile Network, it is not possible to guarantee perfect coverage across the entire Belgian territory in all circumstances and at all locations.

##### **5.3 Speed**

- 5.3.1 The estimated maximum download and upload speeds of the Mobile Network are given in the info sheets. As various factors affect the estimated maximum speed, actual speeds may be lower.
- 5.3.2 Sporadic saturation of the Mobile Network, resulting in reduced speed, also cannot be ruled out. For instance, simultaneous intensive use of the mobile services by an overwhelming number of users at a particular location (e.g. by using the Mobile Network to stream videos on their smartphones) may result in saturation of the Mobile Network in that area. When the Mobile Network is saturated, internet traffic slows down. This may result in stuttering of a streamed film or a longer wait while loading a web page or downloading or uploading a document.
- 5.3.3 BASE employs various procedures, through central monitoring, to measure and direct traffic over the Mobile Network to prevent, or at least reduce, saturation. When impending saturation is identified, BASE takes all reasonable measures (including traffic management measures) to ensure the quality and continuity of mobile

services to the extent possible. Traffic management measures could, for example, include BASE prioritizing services on its Network that are time-critical (e.g. voice telephony) over applications that are less time-critical (e.g. consulting an online newspaper) in the event of impending network saturation.

#### **5.4 Emergency services**

In the case of a call to the emergency services via the Mobile Network, BASE will transmit the coordinates of the caller's location data to the emergency services.

#### **5.5 Roaming**

- 5.5.1 Unless specifically excluded, the service includes the possibility for the Customer to call, text, or use mobile data abroad or to receive calls or text messages abroad ('roaming'), as well as the possibility to call or text from Belgium to foreign networks.
- 5.5.2 The list of these countries and the prices charged for these roaming services and international calls are available through BASE customer service and at [www.base.be](http://www.base.be). Depending on the country in which the Customer is located, the SIM may automatically select a network of a BASE partner. However, the Customer can still manually select a different network, provided that BASE has concluded an agreement in that country with the operator of that other network.
- 5.5.3 When the Customer is roaming on a network while abroad, the quality of service in that country may differ from the quality the Customer is used to experiencing on the Mobile 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. BASE cannot be held liable for this. The Customer can find more information about this at [www.base.be/roaming](http://www.base.be/roaming). Complaints about the quality of the roaming service can be reported through the standard complaints procedure as described in the general terms and conditions.
- 5.5.4 The Customer acknowledges that the cost of roaming services may be charged several months after the date of provision of the roaming service, as BASE must wait until it receives the information from other operators.

#### **5.6 Content**

The Customer understands and accepts that (except when BASE offers Content in its own name):

- (i) BASE exercises no control over the Content (in terms of aspects such as its nature, characteristics, quality, integrity, or availability) and therefore cannot be held responsible for it;
- (ii) BASE cannot be held responsible for violations of applicable laws or regulations or infringement of rights by Content providers;
- (iii) BASE does not intervene in any agreements entered into between the Customer and Content providers. The Customer enters such agreements at their own risk and is solely responsible for compliance with the applicable conditions and/or terms of use and payment of any charges due.

#### **5.7 Transparency and tariff protection**

In certain cases, BASE is legally obliged to (i) send warning messages when the included usage volumes and/or financial thresholds are reached and/or (ii) automatically disconnect the internet connection when they are exceeded. If the Customer waives or makes changes to the transparency and tariff protection system, they do so at their own responsibility and risk.

### **6 Obligations of the Customer**

#### **6.1 SIM**

- 6.1.1 The Customer is solely responsible for correctly inserting the SIM Card into the Device or downloading the eSIM. To prevent misuse, the Customer should immediately change the default PIN to a personal secret PIN.
- 6.1.2 The SIMs may only be used in mobile individual Devices (e.g. mobile phones, smartphones, or tablets). Under no circumstances may they be used in a SIM box, GSM gateway, or similar types of devices. The SIMs may not be used for any purpose associated with the reselling of communications or re-routing. BASE is and remains the owner of the SIM and reserves the right to change its programming at any time. The Customer undertakes to:
- (i) use the SIM only in the context of the service and in accordance with the Contract;
  - (ii) not pass the SIM on or make it available to third parties;

- (iii) handle the SIM Card with the care expected of a responsible person and refrain from damaging or destroying it;
  - (iv) not to copy the SIM's technical identification data;
  - (v) return the SIM Card at BASE's first request.
- 6.1.3 The Customer undertakes to inform BASE as soon as possible, and at the latest within 24 hours, of the loss or theft of the SIM Card and/or the Device via one of the channels listed on [www.base.be](http://www.base.be) and designated for this purpose. In any event, the Customer remains liable for the usage and payment of the associated costs until the moment that BASE is requested to suspend the service. Even during the suspension, any monthly plan fees remain payable. At BASE's request, the Customer must identify themselves and/or provide the number of the police report of the loss or theft. The validity period of time-limited prepaid credit is not suspended and, as such, expires on the originally scheduled date. At the Customer's request and subject to payment of the applicable fee, BASE will provide the Customer with a new SIM Card. Through the channels listed on [www.base.be](http://www.base.be) and designated for that purpose, the Customer may submit a request to lift the suspension. BASE will make all reasonable efforts to lift the suspension of the service as soon as possible, with retention of the remaining credit, if applicable.

## **6.2 Device**

6.2.1 The Customer undertakes:

- (i) to only use the service with a Device that meets Belgian and European standards and is adapted to the Mobile Network and the service;
- (ii) not to use a Device (or connect accessories or other equipment to it) that may cause interference to the Mobile Network or the service;
- (iii) always use the Device in accordance with the operating instructions and safety instructions;
- (iv) replace the Device when, for technical reasons specific to the Device (e.g. because it is obsolete), it can no longer access the Mobile Network or is no longer suitable for use of the service.

## **6.3 Normal use**

6.3.1 The Customer undertakes to make normal use of the service. The following examples of use are not considered normal use and are therefore not allowed (non-exhaustive list):

- (i) use with the intention of redirecting or forwarding communications (directly or indirectly), or with the intention of reselling them or making them available to third parties;
- (ii) use in a manner that prevents certain functions of the Mobile Network or of any other mobile network to which the Mobile Network is connected from being performed reliably and correctly (such functions include passing on the caller identification number (unless instructed otherwise), passing on the IMEI number of the Device from which the call originates, interception and recording of communications pursuant to an order of a competent judicial or administrative authority, or the recording and retention of call and identification data);
- (iii) use in such a way that the identification or localization of the caller is no longer possible after an emergency call;
- (iv) use that allows connection without human intervention or between machines (M2M communication);
- (v) use that may lead to overloading or disruption of the proper operation of the Mobile Network or adversely affect the experience of other customers;
- (vi) use that deviates significantly in terms of frequency, distribution among the various communications types (e.g. mobile voice, mobile data, SMS, MMS), or connection times from the average of the other BASE mobile service customers;
- (vii) use that in any way whatsoever differs from what the Customer communicated when the Contract with BASE was signed;
- (viii) in general, any improper, fraudulent, or unfair use, as well as any use contrary to the Contract or the use that the Customer may be expected to make under the Contract (e.g. use of the Device as a baby monitor, use of the service for call centre or SIM box purposes, use of the SIM Card in surveillance cameras, a gateway, or similar devices, as well as making the service available to third parties (e.g. via hotspotting)).

6.3.2 Nor is the Customer allowed to:

- (i) send text messages or voice messages to groups of more than 20 recipients, regardless of whether they are pre-identified;
- (ii) unless expressly authorized by the addressee, to send text messages or voice messages to third parties containing a commercial message;
- (iii) send data to groups of recipients in an automated way.

6.3.3 In the context of an unlimited offering, very intensive use of the service is allowed. Nevertheless, the Customer undertakes to respect the rules of normal use, as described above. The following is not considered normal use in the context of an unlimited offering and is therefore not allowed:

- (i) Mobile data: Monthly usage that regularly exceeds 10 (or more) times the average usage of all customers who have the unlimited offering.
- (ii) SMSes: Sending more than 350 text messages per day and/or 10,000 text messages per month.
- (iii) Calling: Regularly calling for more than 6 hours a day and/or 30 hours a week. Regularly making uninterrupted calls lasting more than 2 hours and/or making calls that resume immediately after a brief interruption.

6.3.4 The info sheets may contain further limits and/or restrictions for specific unlimited offerings.

6.3.5 Proof of non-normal use can be provided by BASE by any means, including data and summaries originating from third parties, from its own systems, or from those of other telecom operators through which the communication passed.

6.3.6 In any case of non-normal use, BASE reserves the right to limit provision of the service, suspend and/or terminate the Contract, and/or take other measures deemed useful or necessary.

#### **6.4 Access to the internet**

6.4.1 If the service provides access to the internet, the Customer undertakes not to use the service for the purpose of:

- (i) distributing, sending, downloading, or uploading:
  - (a) unlawful, inaccurate, misleading, obscene, or defamatory content and data;
  - (b) unsolicited or unauthorized advertising, junk mail, spam, chain letters, or any other duplicating or unwanted messages;
  - (c) computer viruses or other harmful programs;
- (ii) unlawfully accessing third-party data or damaging or destroying (IT) data;
- (iii) infringement of intellectual property rights.

6.4.2 The Customer bears sole responsibility for protecting their Device, data, and software against all forms of risks inherent in accessing the internet (included but not limited to viruses, hacking, spamming, and other forms of cybercrime). The Customer also understands and accepts that data transmission over the internet is inherently imperfect, with factors such as quality, speed, and security possibly falling short of optimal standards. As such, the Customer uses the internet at their own risk and cannot hold BASE liable for any damage resulting from interruptions or errors in transmission, or from the loss, damage or breach of confidentiality of the Customer's data.

#### **6.5 Users**

6.5.1 The Customer undertakes to identify the Users who are allowed to use the service, at any time.

6.5.2 The Customer is solely responsible to BASE for the use of the service, regardless of whether the service is used by a User to whom they have provided the SIM or by a third party.

6.5.3 The SIM (and the associated mobile number) is assigned to the Customer, not to the User. The Customer undertakes to clearly inform the Users about the provisions of the Contract and the BASE privacy policy, and to obtain their consent if necessary.

## **7 Central number database, telephone directories, and directory enquiry services**

- 7.1 The Customer's last name, first name (or for a legal entity: the official name), and address, along with the mobile number assigned to the Customer by BASE, are sent to the central number database ([www.centralnumberdatabase.be](http://www.centralnumberdatabase.be)). Inclusion in the central number database cannot be refused, as it is a legal obligation and a source of information for emergency services.
- 7.2 When entering into the Contract, the Customer has the choice of whether to be included in the telephone directories and directory enquiry services. Only if the Customer explicitly chooses this, will the central number database provide the aforementioned information to the providers of telephone directories and directory enquiry services for publication in the telephone directories and directory enquiry services. After publication, the Client's mobile number and address are retrievable and searchable in these telephone directories and directory enquiry services. Inclusion is free of charge. The Customer may change their choice at any time by contacting customer service.
- 7.3 The Customer undertakes to provide correct data and inform BASE of any changes as soon as possible. BASE will forward these changes to the central number database as soon as possible.
- 7.4 The Customer can object to the use of their number for unwanted marketing calls by registering with the Do Not Call Me list ([www.dncm.be/en/block\\_my\\_number](http://www.dncm.be/en/block_my_number)) or by calling the 02/882.19.75 from the number concerned.

## **8 Number porting**

### **8.1 Porting a number to BASE**

- 8.1.1 If the Customer requests porting of a mobile number from another operator to BASE, BASE will comply with the legal provisions regarding number porting and make every effort to ensure that this number porting proceeds as smoothly as possible. There may, however, be technical reasons that make it impossible to complete the porting or do so in a timely manner.
- 8.1.2 The Customer undertakes to only request porting of a number to BASE of which they are the holder, or of a mobile number of which the User is the holder, and the latter only if they can demonstrate that the User has (i) authorized them to request porting to BASE, (ii) authorized them to terminate the contract with the previous operator if necessary, and (iii) agreed that the mobile number be transferred to the Customer.
- 8.1.3 The transfer of the mobile number to BASE does not release the Customer (or the User who is the holder of the number) from complying with their contractual obligations to their previous operator; the Customer (or the User who is the holder of the number) is solely responsible for that. If the User is the holder of the mobile number, the Customer undertakes to inform them of this.

### **8.2 Number porting to a different operator**

If the Customer wants to port a mobile number from BASE to another operator, they should be aware that the mobile number can only be ported up to one month after termination of the Contract. After that period, the mobile number will be transferred back to the operator who owns the number (non-BASE numbers) or can be assigned to another customer (BASE numbers).

### **8.3 Refusal and/or delay**

- 8.3.1 The Customer acknowledges that BASE (or another operator) can refuse or postpone porting of a mobile number for technical or legal reasons.
- 8.3.2 In the event of delays in the number porting procedure, the Customer may claim compensation. The request for compensation must be submitted to the operator to which the number(s) is ported within a maximum period of 6 months after the request for number porting. The Customer can find more information on the amounts and procedure at [www.bipt.be/np](http://www.bipt.be/np).