



# GENERAL TERMS AND CONDITIONS

May 2019

## **NOTICES**

On 1-1-2019, call tariffs were indexed in line with the telecoms market; national tariffs remain unchanged and only international tariffs were indexed.

1-3-2019 – Update on privacy regulations as part of the GDPR legislation. If you have any questions about our privacy policy or would like to know which data we hold, please email or call us.

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## GENERAL TERMS AND CONDITIONS

The Client has the right to terminate the Agreement within 7 days. If the Client terminates the Agreement, the Client will pay for any services used before the Agreement was terminated and (where applicable) will return the purchased products in their original packaging.

### 1. DEFINITIONS

The terms used in these General Terms and Conditions have the following meanings:

- 1.1. Acceptable Use Policy or AUP: the Acceptable Use Policy that is published on the website <https://www.televoip.be/algemenevoorwaarden.pdf>
- 1.2. Service: the entirety of the services provided by TeleVoIP for which purpose the client has entered into an Agreement with TeleVoIP.
- 1.3. Client: the natural person or legal entity with whom the Agreement has been entered into.
- 1.4. Agreement: the Agreement between the Client and TeleVoIP comprising, where applicable: (a) an order form, confirmation of receipt and any annexes; (b) specific terms and conditions applicable to the service; (c) these General Terms and Conditions and (d) the AUP, which may be consulted on the website <http://www.televoip.be>. Each of these documents forms an integral part of the Agreement.
- 1.5. TeleVoIP bvba, which has its registered office at Leopold II-laan 11/0001 , B-8000 Bruges and is registered at Ghent Register of Legal Persons (Bruges Division) under enterprise number BE0656.667.432.
- 1.6. Belgian Trade Practices Act (WHP: Wet op de handelspraktijken) The law of 14 July 1991 concerning trading practices, the provision of information to consumers and the protection of consumers.
- 1.7. 'Legislation concerning Data Protection' refers to all applicable laws and regulations related to the processing of personal data and the protection of privacy. This comprises the European Directive on Data Protection 95/46/EC and the European General Data Protection Regulation, including all regulations under both instruments and any amendments or updates, all other legislation concerning privacy (including the European Directive concerning privacy and electronic communication, the EU regulation on e-privacy and all applicable telecommunications laws concerning confidentiality) and/or the processing of personal data (as amended, supplemented or replaced from time to time) and additionally, the guidelines and code of conduct issued by regulatory bodies, where applicable. The terms 'Controller', 'Data Exporter' and 'Data Processor' shall have the meanings attributed in the Legislation concerning Data Protection.
- 1.8. 'Personal Data' has the meaning set out in the Legislation concerning Data Protection and in the context of this Data Protection Agreement shall refer to all information about the Data Subject concerning the Data Processing in the context of the Services.

### 2. OBJECT OF THE AGREEMENT

- 2.1. This document sets out the general terms and conditions for the supply of services and the sale of products to the Client by TeleVoIP. By subscribing to the service or purchasing a product, the Client expressly waives its general purchasing conditions.
- 2.2. In the event of a conflict between the documents, the following order of priority shall apply: 1. the order form, order confirmation and any annexes; 2. specific terms and conditions; 3. the General Terms and Conditions; 4. the AUP, unless and insofar as the parties have expressly agreed otherwise in writing.
- 2.3. Amendments or additions to the Agreement will only apply after these have been expressly

agreed in writing by TeleVoIP.

- 2.4. TeleVoIP reserves the right to amend these General Terms and Conditions at any time. These amendments will also apply to Agreements that have been already entered into. Amendments will enter effect 30 days after notification, or at another point in time as stated in the notification. If the Client is not reasonably able to accept an amendment, it may terminate the Agreement in writing at the latest by the final day of the month following the month in which the amendment enters effect, without incurring a penalty.

### 3. SERVICES

- 3.1. TeleVoIP will endeavour to supply the service in accordance with industry standards.
- 3.2. Stated delivery times for services or products are estimates only. Exceeding the delivery time will not give the Client a right to compensation or to terminate the Agreement.
- 3.3. TeleVoIP retains the right to change the service equipment or passwords for the configuration of the network with the understanding that any such change will not fundamentally affect the quality of the service. TeleVoIP will endeavour to inform the client of this in advance. TeleVoIP may suspend the service if it is required to do so for operational reasons or for urgent maintenance.
- 3.4. TeleVoIP will endeavour to ensure that the service has adequate security. However, TeleVoIP will not be liable for any damage arising suffered by the Client and/or a User or third party arising from inadequate security. This applies to call credits, pre-pay clients, post-pay clients and to negative call credit that may result from this inadequate security. If the Client and/or User notices or suspects that a third party has gained unlawful access to the service, for instance by using the password belonging to the Client and/or User, TeleVoIP must be notified within 5 working days. TeleVoIP is not liable for any damage arising from such unlawful use of the service. When using VoIP systems which have extensions that need to be protected with passwords, the Client is responsible for adequately protecting these extensions. TeleVoIP satisfies all of the requirements laid out in the GDPR legislation.
- 3.5. TeleVoIP provides Clients with a technical support service, which can be contacted on +32 (2) 6699090, for rectifying faults and helping with difficulties during the establishment of the service. This support is free of charge where it can be shown that the cause of the reported problem or breakdown can be attributed to TeleVoIP's services and the standard operation of these services. Any other external cause or problem will be handled and charged at the specified rates.
- 3.6. The Client's telephone number will be displayed on the call recipient's phone display at the time of making a call if the call recipient's telephone has this functionality and the Client has not objected to the transmission of this information. If the call recipient's phone number is within the coverage of another national provider, the phone number will be transmitted if there is a reciprocal agreement in place with the respective provider. The Client may permanently prevent their phone number from being transmitted by TeleVoIP to the call by using a private number. TeleVoIP will always send the Client's geographic number to the emergency services, even if the Client has opted for a private number. If the Client has opted for a private number, the Client may choose to reveal their number on a call-by-call basis if this functionality is supported by their telephone. When calls are forwarded, only the number of the first connection through which the call is forwarded to the call recipient will be shown to the call recipient. The Client may reject anonymous calls using the paid-for 'anonymous call rejection' option.
- 3.7. The Client may request that their allocated number is ported to TeleVoIP's network from another provider or from TeleVoIP's network to another

provider, except where this number is a nomadic number. The Client should contact the provider to which they wish to port their number. This provider will take the necessary steps for the number porting. The Client may be unreachable for a certain period of time during number porting.

- 3.8. The VoIP service through which the Client has been allocated a geographic number provides access to the emergency services unless there is a malfunction of the electricity grid. The Client acknowledges that the VoIP service shall not be used nomadically, such as for avoiding the disclosure of the caller's location to the emergency services. Therefore, the Client will not move its/their telephone or activate it in any place other than that shown in the order form. The Client will be responsible for any costs resulting from unnecessary callouts of the emergency services.
- 3.9. The Client expressly acknowledges that the nomadic VoIP service accompanying the nomadic telephone number allocated to the Client is unable to access to the emergency services. TeleVoIP is not liable for any injury, damage or costs incurred as a result of the fact that the emergency services could not be contacted or could not be contacted in time.
- 3.10. The Client must choose a geographic or nomadic number in the telephone zone where they live or work. If situation changes, or ceases to be valid, TeleVoIP is entitled to allocate a different number at where the Client's residence or place of work is located. The Client's place of residence must be within the territory of Belgium. The Client must provide proof of the location of their residence or place of work. In all events, TeleVoIP cannot be held liable and rules out compensation for loss which may be claimed by the Client.
- 3.11. TeleVoIP retains the right to change the number allocated to the Client in the event of a change to the number plan or a decision by the regulatory body. In this situation, TeleVoIP will make every effort to minimise the impact for the Client.
- 3.12. Calls to Premium Rate Numbers with the 090X prefix and per-minute billing will be automatically limited to a duration of 10 minutes. Calls to Premium Rate Numbers with the 0905 prefix will be blocked if the charge for the caller exceeds €50 (including VAT).
- 3.13. The Client is entitled to a free listing of their details in the Belgian Phone Directory (Witte Gids), as laid down by law.
- 3.14. In accordance with the applicable legislation, TeleVoIP must also communicate the Client's details, and any alteration to these details, to the publishers of telephone directories and suppliers of directory enquiry services unless the number is private, or the Client has expressly stated that they do not wish to be listed.
- 3.15. The Client is responsible for the accuracy of the information that they provide to TeleVoIP. Any changes to the Client's details will be entered as soon as possible in the Witte Gids database and the records of the directory enquiry service. The directory enquiry service with which TeleVoIP has entered into an Agreement will communicate either by telephone or through the internet any non-private number and also other information stored or intended to be stored in its database to any person who requests this.
- 3.16. Clients who receive malicious calls can ask TeleVoIP to identify the number from which the call was made. If it is technically possible to identify the number, TeleVoIP will ask the owner of the number to stop making these calls. If the Client continues to receive nuisance calls, they can contact the Ombudsman Service. When requested by the Ombudsman Service, TeleVoIP will inform the Ombudsman Service of the identity and address of the owner of the number from which the nuisance calls were made, with the aim of disclosing this information to the Client.

#### 4. PRICES

#### 4.1. PRODUCTS AND SERVICE PURCHASED VIA THE WEBSITE

- 4.1.i. The charges include a subscription, set-up costs and usage costs, depending on the service. The prices shown on the website and in the price plans or other contractual documents do not include VAT, unless stated otherwise. The prices shown on the website take precedence over the printed prices.
- 4.1.ii. The services must be paid for in advance. The Client is responsible for topping up their call credit in good time. The call credit gives the Client access to various services up to the amount of the call credit balance. The Client can make calls as long as the call credit has not been used up or lost in accordance with Article 8.4. As long as TeleVoIP has not withdrawn the number allocated to the Client in accordance with Article 8.4, the Client will continue to be able to receive calls. The Client is not entitled to any refund of the call credit purchased.
- 4.1.iii. The bill will be sent to the Client by email and can be consulted on the website. Bills contain an overview of the call credit purchased. The Client can obtain a detailed summary on the website for free (provided the Client enters a username and password) of all outgoing and incoming calls.

- 4.1.iv. Notwithstanding the application of Article 32(14) of the Trade Practices Act (WHP), the Client is not entitled to offset their payments.
- 4.2. OTHER PRODUCTS AND SERVICES NOT PURCHASED VIA THE WEBSITE
  - 4.2.i. The prices shown in the various offers or proposals in places other than the website exclude VAT, unless stated otherwise.
  - 4.2.ii. Products are billed as sent or installed. The services supplied are paid monthly and billed at the end of each calendar month. The Client should pay the bill by direct debit within fifteen (15) calendar days of issue.

## 5. PAYMENT CONDITIONS AND FINANCIAL SECURITY

- 5.1. All bills must be payed within fifteen (15) calendar days of issue.
- 5.2. If a complaint is not lodged by registered post within the payment period, the bill will be irrevocably and unconditionally accepted.
- 5.3. In the event of late or overdue payment, TeleVoIP will email a payment reminder to the email address provided by the Client at the time of subscription, which is deemed to be a notice of default. If the payment reminder is ignored, TeleVoIP will, from the date of the reminder, increase all outstanding amounts with standard late-payment interest at 12% per year, with a minimum of €50. This is notwithstanding TeleVoIP's right to charge a fixed fee (the so-called penalty clause) of 10% with a minimum of €50 for each bill, or its right to claim compensation and interest, and to take any other action, including legal proceedings, which is necessary to guarantee TeleVoIP's interests.
- 5.4. Clients who remain in default will also incur the costs for the notice of default and the investigation costs incurred by the court bailiff and/or lawyer, in addition to the costs of the reminder letters and the exchange of correspondence by registered post incurred by TeleVoIP and/or its advisers.
- 5.5. TeleVoIP may also collect the costs of bounced payments from defaulting Clients if the Client's bank refuses a direct debit. Furthermore, the Client expressly accepts that TeleVoIP may suspend a part or all of the services until all outstanding amounts have been paid in full by the Client. TeleVoIP will deactivate the Client's service(s) which will be billed at the applicable rate. The Client can use the services once again after they have fully settled the outstanding amounts and the advance payments.
- 5.6. If the Client does not rectify their situation by the end of the month following the suspension of the services, TeleVoIP may automatically terminate the Agreement without any further notice of default.
- 5.7. In the event of non-payment or after termination, legal action will be commenced against the Client for the payment of the outstanding amounts, namely the debts (amount of the bills due), standard and fixed-sum interest, the costs of the notice of default and the research fees incurred by the bailiff, but also the legal costs (summons, listing of the case) and the cost of the proceedings as established by Section 1022 of the Belgian Judicial Code on the 'basic amount' stipulated in the Royal Decree of 26/09/07. In any event, the collection costs and the unpaid amounts will remain payable by the Client.
- 5.8. TeleVoIP also has the right to not grant a new subscription to any Client whose account has been in debit as part of a previous Agreement.
- 5.9. If TeleVoIP decides to reactivate the Client, then TeleVoIP has the right to bill a reactivation fee of €25.

- 5.10. The Client undertakes to immediately notify TeleVoIP of any relevant change of circumstances (for instance, a change of address or bank).
- 5.11. If the Agreement comprises the supply of equipment in which ownership is transferred to the Client, TeleVoIP will retain ownership until the moment at which the Client has settled all amounts owing under the Agreement.
- 5.12. Payments made by the Client will be firstly used to settle interest and charges and then to settle the bills that have remained outstanding the longest, even if the Client states that the payment is for a more recent bill.
- 5.13. TeleVoIP retains the right to change or index the prices of its service or products. Changes also apply to Agreements that have already been entered into, and changes will be communicated at least 1 month before they enter effect. In the event of a price increase, the Client has the right to terminate the Agreement without a penalty at the latest by the final day of the month following the receipt of the first invoice after the rate increase has entered effect, except where this concerns indexation.
- 5.14. TeleVoIP retains the right to demand a security from the Client that may not be greater than 20% of the value of the Agreement, following late payment or an incident with the payment, if justified by the amount of the Agreement, if the information provided by the client is incomplete, or if justified by checks on this information. 'Amount of the Agreement' should be understood as the total amount payable under the Agreement by the Client to TeleVoIP or which would be payable during a period of 12 successive months.

## 6. OBLIGATIONS OF THE CLIENT AND/OR USER

- 6.1. The Client is responsible for using the service with due care and diligence in accordance with the applicable laws and regulations, the terms and conditions of the Agreement and the AUP. The Client undertakes to not use the service for unlawful purposes.
- 6.2. The Client guarantees that he/she possesses and will continue to possess all licences and/or permits required to receive the services and to use any equipment.
- 6.3. The Client will ensure that the equipment is stored carefully. The Client gives permission to TeleVoIP to remotely monitor and check the TeleVoIP equipment at any moment. This will be recorded in a log book (as provided by the GDPR legislation). The service equipment may not be moved or adapted under any circumstances without the intervention of TeleVoIP. The Client is liable for all damage to the service equipment or the network arising from defects or malfunctions in the equipment installed by the Client or the Client's customers.
- 6.4. The use of the service may entail a risk of intrusion by third parties or viruses to the Client's IT system. The Client will take the necessary measures to ensure that no other person has unauthorised access to the service and to protect their data and software.
- 6.5. TeleVoIP retains the right to disclose, remove, amend or move any content under its own initiative or when requested by the competent authority that might not meet these General Terms and Conditions or that might be objectional in any way.
- 6.6. The Client and/or User is not permitted to use processes or operations which they can reasonably suspect they may negatively affect TeleVoIP and/or the use of the service.
- 6.7. A breach of this Article 6 implies a substantial breach of contract.
- 6.8. The Client will indemnify TeleVoIP for any loss, damage, costs or expenses which are the consequence of or arise from a breach of the obligations contained in Article 6 and/or against any claims by third parties arising from the use of the service that constitute a breach of Article 6.



## 7. HARDWARE AND SOFTWARE

- 7.1. The products will be shipped at the Client's risk, even if sent carriage paid.
- 7.2. The guarantee for hardware and/or software sold and/or installed by TeleVoIP, irrespective of the legal provisions, includes by default the guarantee provided by the manufacturer/software author within the restrictions it has indicated and from the moment of purchase/commencement of the user licence.
- 7.3. The Client will only receive a personal, non-transferrable and non-exclusive licence to use the software and the accompanying user documentation provided by TeleVoIP. TeleVoIP and its licensors retain the right at all times to all intellectual property rights including copyright on the supplied software, documentation and the data carriers on which the software and documentation are provided. By using the software and the equipment, the Client and/or User agrees to the licence conditions attached to the software and the user documentation. The Client is not permitted to copy the software and accompanying user documentation for purposes other than making a back-up, nor is the Client permitted to make changes or additions to the software and the documentation or allow these to be made, nor distribute all or part of the software and documentation to third parties in any manner whatsoever. The Client and/or User will refrain from removing or altering signs that confirm the ownership and origin.

## 8. DURATION AND TERMINATION

- 8.1. This Agreement enters into effect on the date that the request is accepted by TeleVoIP, which may be shown in a written document or the implementation of the Agreement by TeleVoIP. The Agreement is entered into for a duration of 12 months unless stated otherwise in the specific terms and conditions for the service or in the order form.
- 8.2. If the Client wishes to terminate a fixed-term Agreement early, a termination fee will be payable equal to 100% of the total fixed monthly charge for the remaining period. After the initial term, the Agreement will be extended for a period of 12 months, except if the Client has terminated the Agreement in writing by registered post with due regard to a sixty-day notice period.
- 8.3. The Agreement should always be terminated in writing by registered post.
- 8.4. In the event of pre-paid call credit, the Client accepts that (i) the allocated phone number will be permanently lost if the call credit is zero (0) for a period of more than 2 months and (ii) the call credit will remain valid for a maximum period of 12 months following the most recent purchase (first purchase or top-up). Any unused call credit will expire after that period.

## 9. LIABILITY

- 9.1. The provision of the service is an obligation of means. TeleVoIP is responsible for providing the service to the connection point on the Client's network.
- 9.2. TeleVoIP does not offer any guarantee concerning the functioning of the service. Outages or a reduction in quality of the service cannot constitute a reason for any liability on the part of TeleVoIP, except in the case of wilful misconduct or a serious error.
- 9.3. TeleVoIP, including its employees, agents, subcontractors and suppliers, will not be held liable under any circumstances for among other things:
  - the failure of a service to meet the Client's intended purposes;
  - the content of the information transferred by the Client via the service or made accessible to third parties and vice-versa;

- the misuse or fraudulent use of the service by the Client or a third party;
  - technical malfunctions or breakdowns caused by network disruptions or the maintenance of telecommunications facilities required for the service, such as a telephone connection, equipment or computer equipment and the accompanying software;
  - the choice, usage and the Client's intended purposes for the service;
  - the duration between the request for the service and its effective delivery or connection, delayed connection or rejection of the request for the service;
  - costs, fees or losses incurred by the failure of the Client to perform obligations incumbent upon the Client that arise from the Agreement;
  - any breach of the statutory provisions by the Client;
  - all potential damage concerning information and computer files or data that may arise from the Client's use of the service, network and equipment related to the service;
  - the access times to the internet, delays in data transfer or the quality of this and any restrictions to access to networks and services connected to the internet.
- 9.4. TeleVoIP shall not be held liable under any circumstances for potential indirect or consequential loss, for any claim, such as surplus or technically unemployed staff, any fees, commercial loss, loss of data, loss of turnover figures, loss of profits, loss of an opportunity, clients and/or contracts, reduction in commercial prospects, increase of costs or loss of anticipated savings, even if these are foreseeable.
- 9.5. The Client will indemnify TeleVoIP for any costs, compensation, damage, claims, expenses and legal proceedings resulting from claims by third parties connected to actions, errors or omissions by the Client.
- 9.6. In all cases in which TeleVoIP is liable towards the Client under the Agreement, TeleVoIP's total liability is limited to the lowest of either (i) the sum of the payments made by the Client to TeleVoIP under the Agreement during a period of 6 months prior to the incident which gave rise to TeleVoIP's liability, or (ii) €500.
- 9.7. Complaints or disputes regarding the service should always be directed to TeleVoIP by registered post:
- for the delivery of products – within 10 working days of the delivery;
  - for the supply of services – within 10 working days after the connection or after an incident.
- In the absence of a dispute within the aforementioned period, the supplied services and products will be deemed to have been irrevocably and unconditionally accepted.

## 10. SUSPENSION AND TERMINATION OF THE AGREEMENT

- 10.1. TeleVoIP has the right to suspend the supply of the service or product in the event of any contractual failing by the client, provided it has issued a written notice of default, where the failing is not rectified within 5 working days of the date of the notice of default. TeleVoIP retains the right to recoup the costs of the notice of default from the Client.
- 10.2. TeleVoIP has the right to immediately terminate the Agreement by operation of law (and hence to definitively cease the supply of the service) without any notice of default and without affecting the obligation of the Client to pay the outstanding amounts and notwithstanding TeleVoIP's right to compensation:
- if the breach described in Article 10.1 persists;
  - if the security stated in Article 5 is not furnished on the date set by TeleVoIP;

- if the Client is bankrupt, unable to pay, payment is suspended or their credit has been damaged, or in the event of liquidation or dissolution of the Client;
- if the Client requests a deferment of payment from one or more of the Client's creditors;
- if all or part of the Client's property is attached at the request of a creditor or in the event of another enforcement or precautionary measures concerning the Client's property;
- in the event of proof or serious suspicion of fraud by the Client or if the Client has provided false information;
- in the event of abnormal increases in the Client's running costs;
- in the event of an administrative or judicial order.

## 11. FORCE MAJEURE

- 11.1. Neither of the parties may be held liable for any form of loss suffered by the other party if the party does not perform its obligations arising from the Agreement, with the exception of obligations for the payment of a sum of money, as a result of a force majeure situation.
- 11.2. Force majeure is deemed equivalent to unforeseen circumstances which owing to their nature make it impossible to perform the Agreement or make it onerous and/or disproportionately costly so that prompt compliance with the Agreement can no longer be reasonably required from the other party. Therefore, force majeure is deemed to include the following situations: strikes, business embargos, epidemics, breach of contract or stock deficit on the part of TeleVoIP's suppliers, natural disasters or legal or administrative restrictions.

## 12. TRANSFER – SUBCONTRACTING

- 12.1. The Client shall not fully or partially transfer the Client's rights and obligations arising from the Agreement to third parties, unless this has been expressly agreed in writing by TeleVoIP in advance.
- 12.2. TeleVoIP is entitled to fully or partially transfer rights and obligations ensuing from the Agreement to third parties without prior agreement from the Client.
- 12.3. TeleVoIP retains the right to entrust the full or partial performance of the Agreement to a subcontractor or subcontractors without releasing itself from its contractual obligations towards the Client.

## 13. PROTECTION OF PERSONAL PRIVACY

- 13.1. The personal data provided by the Client will be stored in TeleVoIP's records. TeleVoIP processes the Client's personal data for the following purposes: supply and invoicing of telecommunications services, management of the relationship with the Client, interconnection and billing with other providers, dispute management, market studies, compiling telephone directories, information services and directories with URL addresses, detecting fraud and violations, inspecting the quality of the service provided, sending commercial information to the Client, and running campaigns about TeleVoIP's products and services and those of businesses with which TeleVoIP is contractually bound. The personal data will not be shared with third parties except for the achievement of these objectives. The Client may object to the use of their personal data for marketing purposes by contacting customer service. The data concerning private numbers will not be commercialised under any circumstances.
- 13.2. The Client's data will be stored during the retention period as provided in the law.

13.3. The Client has the right to access and update their personal data.

#### 14. OFFICE OF THE OMBUDSMAN FOR TELECOMMUNICATIONS

14.1. In the Client has a complaint they should contact TeleVoIP's customer service department. If the Client is dissatisfied with the handling of their complaint, they may contact the Office of the Ombudsman for Telecommunications, Barricadenplein 1, 1000 Brussels +32 (0)2 223 09 09, fax: +32 (0) 219 86 59; E-mail: [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.be) Website: [www.ombudsmantelecom.be](http://www.ombudsmantelecom.be)

14.2. The Client can only submit a complaint to the Office of the Ombudsman for Telecommunications if they can demonstrate that they have submitted a prior request to TeleVoIP.

14.3. The Office of the Ombudsman for Telecommunications may decline to handle a complaint where it relates to facts that occurred more than one year prior to the submission of the complaint.

14.4. The investigation of a complaint will be terminated if an appeal is lodged against this in court.

#### 15. ADMISSIBILITY – APPLICABLE LAW – JURISDICTION

15.1. Any dispute regarding the performance or interpretation of the Agreement must on penalty of inadmissibility, be submitted by the Client within a period of 6 months after the onset of the underlying cause of the dispute.

15.2. This Agreement is governed by Belgian law. The courts of Brussels have jurisdiction.

15.3. The Client acknowledges that the email communication sent by TeleVoIP have the legal force of a written notification.

#### 16. MISCELLANEOUS

16.1. If any provision of this Agreement, including a restriction, is declared to be invalid, null or unenforceable by a court, government agency or authority, the remainder of this Agreement will continue to be fully legal, valid and enforceable.

16.2. If a party does not exercise or enforce rights assigned to that party under the Agreement, or do this immediately, this will not be considered as a waiver of rights.

16.3. No part of this Agreement and no action undertaken by the parties under this Agreement will be interpreted as leading to a company, agency, association, joint venture or other partnership between the parties, nor will it be considered as such.

16.4. This Agreement forms the entire and exclusive Agreement between TeleVoIP and the Client, and replaces all previous and earlier offers, statements, Agreements or promises concerning the object of this Agreement.

#### 17. GLOSSARY AND TERM AND CONDITIONS FOR PREMIUM RATE NUMBERS

The terms used in the terms and conditions for Premium Rate Numbers are defined as follows:

- Ethical code: a code of conduct drawn up between the providers active in the Belgian market concerning the use of Premium Rate Numbers.
- Client: The natural person or legal person, or the organisation that enters into an agreement with TeleVoIP to gain access to the Premium Rate Number service for the purpose of providing information to the public through TeleVoIP's network.
- User: The caller who acquires access to information available through a Premium Rate Number.

## 18. PROCEDURE FOR CONCLUDING AN AGREEMENT AND TERM

- 18.1. The Client will state its enterprise number when applying for a Premium Rate Number service. If the Client is exempt from entry in the Register of Legal Persons (RPR/rechtspersonenregister) and/or from being subject to the VAT system, they will provide evidence of this to TeleVoIP.
- 18.2. The Client will specify the type of information that it wishes to make available to the public.
- 18.3. If the final recipient is a third party, the Client will show written consent from the third party prior to activating the Premium Rate Number service.
- 18.4. TeleVoIP may refuse to comply with a Client's request if the Client does not accept these terms and conditions.
- 18.5. This Agreement is entered into for a period of one year, starting on the date of signature of the Agreement. The Agreement will be automatically extended for an additional period of 1 year unless it is terminated by one of the parties at least 2 months before the end of its term.
- 18.6. For VDSL internet, the agreement will be entered into for 2 years. The Agreement will be automatically extended by an additional period of 1 year unless it is terminated by one of the parties at least 2 months before the end of its term.

## 19. PREMIUM RATE NUMBER SERVICE AND OBLIGATIONS OF TeleVoIP

- 19.1. A Premium Rate Number service enables the Client to provide information to Users via the public telephone network. The sums collected by TeleVoIP related to transactions intended for a Premium Rate Number commercialised by a Client will be partially transferred on to the Client in accordance with the specific terms and conditions below.
- 19.2. TeleVoIP cannot guarantee that a User will be able to obtain access to the Premium Rate Number. Accessibility depends on the terms and conditions of interconnection agreements that are entered into between the providers.
- 19.3. Calls to Premium Rate Numbers with the 090X prefix and per-minute billing will be automatically limited to a duration of 10 minutes. Calls to Premium Rate Numbers with the 0905 prefix will be blocked if the charge for the caller exceeds a sum of €50 (including VAT).
- 19.4. TeleVoIP advises the Client that if this facility is offered by the access providers, the User may block calls to Premium Rate Numbers via its/their telephone line.

## 20. ADDITIONAL OBLIGATIONS OF THE CLIENT FOR A PREMIUM RATE NUMBER SERVICE

- 20.1. The Client is under the obligation to sign the Ethical Code and to fully comply with all its provisions. The Ethical Code, and also any later amendments to this code, form an essential part of the Agreement.
- 20.2. The Client will ensure that the information made available to Users via a Premium Rate Number does not conflict with the penal code, public order or public decency. Any breach of this obligation also constitutes a breach of contract.
- 20.3. When requested by TeleVoIP, the Client will transfer an unconditional bank guarantee in favour of TeleVoIP.

## 21. MINIMUM USAGE PER PREMIUM RATE NUMBER

If a Premium Rate Number is not used for one month, TeleVoIP has the right to cancel the Premium Rate Number after the Client has been notified by email.

## 22. PAYMENT CONDITIONS OF THE PREMIUM RATE NUMBER SERVICE

- 22.1. The Client will receive a fee for each call by an end user to a Premium Rate Number for which TeleVoIP has received a payment from the access provider in accordance with the terms of the price list. TeleVoIP will inform the Client by email at regular intervals of the calls made to the Premium Rate Number(s) for which TeleVoIP has received a payment from the access provider. The Client will use this record to prepare and send an invoice which TeleVoIP will pay within 30 calendar days of receipt. When TeleVoIP settles the Client's invoice it will be entitled to deduct and compensate any sum payable by the Client as a result of the performance of the Agreement, and also any amount billed to the User but for which TeleVoIP has not received payment.
- 22.2. If the provider to whom a geographic number has been assigned that is connected to the Premium Rate Number increases its interconnection rates for terminating the calls on its network or if TeleVoIP's interconnection rates have been reduced without the other provider applying the same rate reduction, TeleVoIP has the right to amend its applicable rates and/or payment conditions. If the Client does not accept the new payment conditions, the Client may terminate the Agreement without a notice period and without paying a penalty provided that the Client gives notice in advance. The Client will not be able to claim any compensation as a result of this termination of the Premium Rate Number service.

## 23. SUSPENSION AND TERMINATION OF A PREMIUM RATE NUMBER SERVICE

- 23.1. If the Client does not comply with the obligations in this Agreement or another contract concerning a Premium Rate Number service, TeleVoIP has the right to suspend all payments to the Client within 5 working days of the notice of default. TeleVoIP will lift the suspension of payment on the Client once the Client's obligations have been met. If the Client breaches the Ethical Code, TeleVoIP retains the right to immediately suspend the service without prior notification. Furthermore, TeleVoIP will deduct any amount concerning the breach of the Ethical Code from the amounts payable to the Client, which will be increased by a fixed-sum payment of €25 per complaint to cover administrative costs. TeleVoIP will also not be under the obligation to pay the Client's invoice that is related to the breach.
- 23.2. If a breach of Article 20.2 has been established or if there has been a serious and/or repeated breach of the terms of Article 20 or of the Ethical Code, TeleVoIP retains the right to terminate the Agreement without prior notice. The Client will not be entitled to compensation in the event of any such termination of the contract.

## 24. NUMBER PORTABILITY

- 24.1. TeleVoIP will treat any request by a third party to transfer a Premium Rate Number previously allocated to the Client in accordance with the regulations on number portability. The Client may not use this number portability to obtain compensation.
- 24.2. If the Client submits a request to transfer numbers, TeleVoIP will comply with this request to the extent that the Client has complied with all obligations incumbent upon the Client towards TeleVoIP.

## 25. CANCELLATION OF VDSL INTERNET

25.1. TeleVoIP will treat any request by a third party for the transfer of a VDSL line that was previously allocated to the Client in accordance with the regulations on number and internet portability. The Client may not use this transfer of numbers/internet to obtain compensation. The residual value of the contract will be calculated at the time of transfer [(number of months remaining) X subscription charge].

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## USER TERMS AND CONDITIONS

This Acceptable Use Policy (AUP) envisages that the Client will responsibly use the service, website and network belonging to TeleVoIP bvba. TeleVoIP retains the right to amend the AUP provided that it notifies the Client this by email.

### 1. BASIC PRINCIPLES

- 1.1. The Client will only use the service, website and network for lawful purposes and in accordance with TeleVoIP's terms and conditions. The Client is prohibited from using TeleVoIP's service, website or network to violate Belgian or international laws or regulations. For instance, it is prohibited to transmit copyrighted material without the permission of the copyright holder, to transfer material that is legally considered to be contrary to public order and public decency, and to transfer material that is protected by trade secrecy.
- 1.2. TeleVoIP retains the right to remove materials and data, and to deny access to the service for certain Users if the intended use or purpose is not in accordance with the AUP.
- 1.3. The Client will compensate and indemnify TeleVoIP for all complaints submitted by third parties on the grounds of illegal or harmful use of the service, website or network by the Client. The Client will also notify TeleVoIP of any complaint made against them or which has come to their attention.
- 1.4. TeleVoIP will not disclose its clients' email addresses or other personal identification information to third parties unless it has prior written permission to do so, with the exception of a judicial investigation where TeleVoIP is requested to provide its full cooperation and in the situations foreseen in the General Terms and Conditions.

### 2. THE NETWORK

- 2.1. The Client acknowledges that TeleVoIP is unable to supervise the content of all information that is exchanged through TeleVoIP's network and thus is not responsible for this.
- 2.2. If the Client connects to other networks across the world through TeleVoIP's network, the Client must also observe the codes of conduct of those networks.
- 2.3. The Client undertakes to comply with the Internet protocols and standards.
- 2.4. It is not permitted to break any user authentication or security measure of a host, network or account (hacking), or to interfere with the service to a User, host or network in any manner that causes loss of access to the service (denial-of-service attacks).
- 2.5. Any application that leads to the network becoming overloaded in any manner will be deemed to be unauthorised use of the network and is as such prohibited. Any possibility for multicast via IP other than when rendered and coordinated by TeleVoIP is similarly prohibited.
- 2.6. TeleVoIP will provide its full cooperation with any investigation by a judicial authority into alleged criminal actions or the cracking of systems or network security.

### 3. ELECTRONIC MESSAGE EXCHANGE

- 3.1. The Client shall refrain from:
  - sending unsolicited emails;
  - sending unrequested and mass emails (junk mail or spam) of any nature (for instance, advertising, political treatises, announcements);
  - sending messages in large volumes to persons or newsgroups (cross-posting, also known as Usenet spam);



- sending chain letters or malicious emails;
- retrieving email from any address other than the Client's address, except with prior permission of the owner of the respective address.

3.2. These rules apply:

- to all means of distribution via the internet, and also to any application that uses the internet (for instance, UseNet news, documents faxed via the internet);
- even if the Client uses another site's server to send these messages.

4. SUBMITTING COMPLAINTS

- 4.1. Complaints about illegal or improper use of TeleVoIP's network of any nature can be reported in writing to TeleVoIP at its registered office or sent by email to [info@televoip.be](mailto:info@televoip.be).
- 4.2. The online reporting centre where clients as telecoms users can submit their complaints and ask information can be found at [www.bipt.be](http://www.bipt.be).