

General Terms and Conditions of the Belgacom e-Services

1 : Object

1.1. These general terms and conditions (hereafter referred to as the "General Terms and Conditions") apply to the Belgacom e-Services, which provide the Customer (hereafter referred to as "The Customer" and/or "you" and/or "your") personalized, secure access to a range of online applications. The online applications in question are described in the Specific Terms and Conditions, which are appended to these General Terms and Conditions.

1.2. Provision of the e-Services shall be governed by these General Terms and Conditions, by the Specific Terms and Conditions and by the duly completed and signed form, available on Belgacom's website, which must be used to request access to the e-Services (hereinafter the "Subscription Request Form"). Each online application falls under these General Terms and Conditions and its particular Specific Terms and Conditions. If the Specific Terms and Conditions deviate from the General Terms and Conditions, the former will apply.

Article 2: Protected access to e-Services

2.1. Your password
Your Belgacom password and personal login constitute your personal access key to your e-account. The use of this key enables your identity to be authenticated by Belgacom's Internet security system. You must treat this key as confidential. Never give it to anyone else, and change your password regularly. You can change your password whenever you want by logging into the "My e-Services" page and clicking the link "Change Password."

2.2. Logging out
Each time you finish consulting your data, close the e-Service. Log off from the "My e-Services" page once you no longer need access to the services. This prevents a third party from obtaining access to your e-account when you leave your PC unattended without having closed the session.

2.3. Security risk through the use of unapproved automated software applications
For security reasons and to protect your data, access to the Belgacom e-Services is restricted to SSL-compatible browsers. Under no circumstances should you use other software, programs, applications or other tools to access or log in to Belgacom's website or to automatically upload,

download, transfer or send information to or from Belgacom's computer systems or websites.

2.4. Belgacom will treat as confidential all data accessed via the e-Services. These data can only be accessed by Belgacom employees in order to (1) perform system-management tasks (2) carry out tests (3) solve problems at the request of the Customer and (4) keep the application(s) running properly. Temporary login names may be created to this end.

Article 3: Procedure, entry into effect and term

The contract for access to the e-Services takes effect when Belgacom activates your login and password. If specific provisions apply to the activation of a given online application, this will be indicated in that application's Specific Terms and Conditions. The service access contract is concluded for an indefinite period.

Article 4: Restrictions on use

Only the user identified in the Subscription Request Form may access the e-Services and use the related online applications. Only one e-Services user can be created per Belgacom customer number.

Where necessary, Belgacom reserves the right to suspend access without notice if its security systems detect activities of malicious intent. Suspension may involve the revocation of users' e-accounts or the blocking of network addresses.

Article 5: Liability

5.1. You are liable for all use made of the online applications that you access using your login and password.

5.2. Except in the case of intentional oversight and/or unless otherwise specified, Belgacom is not liable for:

(i) the availability of the e-Services;

(ii) any direct or indirect damage, consequential damage or financial loss sustained by you.

5.3. Belgacom will make every effort to ensure that the e-Services function correctly and is the only party authorized to determine

what technology can be used to access the e-Services.

Article 6: Intellectual property rights

Belgacom retains at all times all intellectual property rights pertaining to customer data. Under no circumstances does Belgacom's provision of the e-Services imply the assignment of the intellectual property rights to these data.

Article 7: Loss and theft

7.1. You bear sole liability for the loss or theft of your login and/or password.

7.2. If your password is lost or stolen, you must immediately log in and modify it.

If you forget your password, you can obtain a new password via e-mail: visit the "My e-Services" section of the www.belgacom.be site.

You can modify your login yourself using the account-management tools on the e-Services website.

Article 8: Termination and deactivation

Either party can terminate the contract in writing at any time, subject to 15 calendar days' notice.

If the contract is terminated, all online applications are automatically deactivated.

If specific provisions apply to the deactivation of a given online application, this will be indicated in that application's Specific Terms and Conditions.

Article 9: Amendments to the General and Specific Terms and Conditions

Belgacom reserves the right to change the General Terms and Conditions, the rates and prices and the Specific Terms and Conditions. Belgacom will inform the Customer concerned of any such changes, by any means it deems appropriate – including online communication on the e-Services website - at least 15 (fifteen) working days before the entry into effect of the new general and/or specific terms and conditions. If you do not accept the amended General or Specific Terms and Conditions, you may cancel the contract in accordance with Article 8.

Specific terms and conditions for the 'Bill Viewer' online application

Article 1: Object

1.1. The Bill Viewer service enables the Customer to consult his/her transactions online, including billing data.

With Bill Viewer, you can access your billing details via the e-Services for the purpose of managing and analyzing your costs and budget.

1.2. A distinction is made between the billing details accessible via Bill Viewer and the official paper version (hereinafter the "Official Bill") sent to the Customer.

1.3. Unless specified otherwise in the Specific Terms and Conditions, the General Terms and Conditions of the Belgacom e-Services apply to Bill Viewer.

Article 2: Liability

2.1. Except in the case of intentional oversight and/or unless otherwise specified, Belgacom is not liable for:

- the exactitude and consistency of the Bill Viewer data with the data contained in any official document (e.g., the bill) that you were sent before or during the use of the e-Services;
- the time elapsing between the call and the actual availability of the transaction data via Bill Viewer;

2.2. The data accessed via Bill Viewer have no legal force, nor do they reflect or replace in any way whatsoever the Customer's official documents (e.g., the bill).

Article 3: Procedure, activation and deactivation

The Customer is responsible for activating Bill Viewer online via the e-Services website.

The Customer can deactivate Bill Viewer at any time online via the e-Services website.

Article 4: Confidentiality and protection of privacy

4.1. In accordance with Article 110(3) of the Law of 13 June 2005 concerning electronic communication, the data made accessible via Bill Viewer do not include outgoing calls to toll-free numbers or to emergency services.

In the event of any change in legislation, Belgacom reserves the right to exclude from data accessible via Bill Viewer any outgoing calls to numbers that are expressly excluded by law from the Official Bill without prior notification to the Customer.

4.2. Belgacom hereby reminds customers using Bill Viewer for professional purposes that the Law of 8 December 1992 concerning the processing of personal data and the protection of privacy (as amended by the Law of 11 December 1998) governs the use of Bill Viewer. Inter alia, this Law imposes an obligation, at the time data is recorded, to inform the persons concerned of the purposes for which the data will be used.

Specific terms and conditions for the 'Bill Online' online application

Welcome to the 'Bill Online' Service. These Specific Terms and Conditions have been drawn up with a view to providing transparency with respect to Belgacom's responsibilities and informing the Customer about his/her own responsibilities so that the Service is used correctly. Belgacom aims to build up a relationship of trust with its Customers.

Save for any departures set out in these Specific Terms and Conditions, Belgacom's Bill Online online application falls under the general terms and conditions for the Belgacom e-Services.

These specific Terms and Conditions apply to Belgacom's online application Bill Online, an electronic service providing access to the Customer's billing data (hereinafter "the Service").

1. Your subscription to Bill Online

1. Definitions

MyCertipost inbox: a personal and secure inbox for electronic communication provided by Certipost SA for the use of the Services described on its website (www.mycertipost.be). It enables the Customer to receive bills electronically, not just from Belgacom but also from other suppliers.

Bill Online inbox: a personal and secure inbox for receiving electronic bills from Belgacom, which Belgacom provides via the e-Services website.

2. The Service can be activated in several ways.

2.1.1. Automatic activation by Belgacom.

Belgacom creates a MyCertipost inbox for the Customer and informs the latter of this by letter. This letter indicates the opt-out period within which the Customer can notify Belgacom not to activate the Service for him/her.

2.1.2. Activation by the Customer via Certipost's website.

The Customer concludes the contract online, directly on the website of Certipost SA: www.mycertipost.be.

Belgacom sends an electronic message (notification) to the Customer's MyCertipost inbox to confirm that the Service has been activated.

2.1.3. Activation by the Customer via the Belgacom e-Services website.

The Customer activates the Bill Online service via Belgacom's Bill Viewer application on the e-Services website. Belgacom sends an electronic message (notification) to the Customer's Bill Online inbox to confirm that the Service has been activated.

This activation method enables the Customer to receive bills electronically only from Belgacom, and not from other suppliers.

If the Customer opts for activation via Bill Viewer, he/she may at any time switch, in accordance with the guidelines provided on the Bill Viewer website, to a MyCertipost inbox, which enables the Customer to receive electronic bills also from other suppliers.

3. This Service enables the Customer to consult online and print the billing data relating to his/her Belgacom customer number and which are allocated by Belgacom's billing system. More specifically we refer here to:

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- the transaction history (billing documents, payments, credit notes) from the eighteen months preceding the date of consultation;
- all billing data for each unpaid bill. The Customer can also download these data.
- a breakdown of all successfully connected but as yet unbilled calls per call category as well as all details of the current bill;
- details of the billed calls included on the latest billing document. The Customer can also download these data.

1.3. By way of derogation from Article 54 of the General Terms and Conditions for the Telephony Service, the Customer is no longer sent any paper bills. Any subscription for the receipt of itemized paper bills will be terminated.

Belgacom would also stress that, pursuant to current tax law, it is prohibited from approving any requests for a paper copy of the bill.

Belgacom therefore advises Customers to store or print out their billing details and create a personal archive within the month of receipt.

In subscribing to this Service, the Customer is deemed to be cognizant of the fact that a printout of the bill is not a valid replacement for the official bill.

1.5 Belgacom may restrict or suspend the Service for the purposes of maintenance and development of the billing systems. Belgacom will limit the time taken therefor to that which is strictly necessary for carrying out this work and will inform any Customers affected, individually if possible, by all appropriate means.

2. Notification of the billing document

Once a billing document becomes available on the Belgacom Bill Viewer site, Belgacom will send a notification to the Customer's MyCertipost inbox or, where necessary, to the Customer's Bill Online inbox. The Customer will also receive a notification at the e-mail address that the Customer indicated when he/she consulted the MyCertipost inbox for the first time. For Customers who activated the Bill Online service via the e-Services website, this message will be sent to the e-mail address that the Customer indicated when he/she subscribed to the Belgacom e-Services. The Customer may change this notification address via the settings available in the Bill Viewer navigation when the Bill Online service is activated. This change of e-mail address will not affect the Customer's e-mail address saved in the e-Services profile.

It's the Customer's responsibility to introduce his e-mail address in a correct way and to keep it up to date.

The Customer acknowledges that Belgacom has no control over the configuration and correct management of its customers' MyCertipost inboxes.

The Customer agrees to regularly and proactively consult Belgacom Bill Viewer and his/her MyCertipost inbox or Bill Online inbox, where necessary, to check whether the billing documents have been made available.

Once the billing document has been issued by Belgacom, the amount due must be paid by the date indicated therein, regardless of whether or not the Customer has received, opened or read the electronic messages concerning the billing documents and regardless of whether the Customer has consulted Belgacom Bill Viewer. The terms and conditions of payment and the reminder procedures remain unchanged.

Notwithstanding the previous paragraph, customers who are natural persons, use their connection for private purposes and opt for a monthly bill must pay said bill within 15 calendar days of the billing date.

3. Term and termination

If Belgacom activates the Service automatically, the contract is concluded when the opt-out period expires, and enters into effect when the next billing document is issued.

If the Customer activates the Service via the Certipost website, the contract, unless specified otherwise, is concluded on the date that Belgacom sends the notification to the Customer's MyCertipost inbox confirming the latter's registration, and enters into effect when the next billing document is issued.

If the Customer activates the Service via the e-Services website, the contract, unless specified otherwise, is concluded on the date that Belgacom sends the notification to the Customer's Bill Online inbox confirming the latter's registration, and enters into effect when the next billing document is issued.

Either Party may terminate Bill Online at any time via the Certipost SA website (www.mycertipost.be). Customers who activated the Bill Online service using the Bill Viewer application on the e-Services website, and who have not switched to a MyCertipost inbox, must terminate the Bill Online service via the Bill Viewer application on the e-Services website.

Termination entails the cancellation of the Service, and the Customer will be reintegrated into the standard paper billing process. This termination is without prejudice to Belgacom's rights with respect to the payment of outstanding bills. Belgacom will not send any paper copies of electronic billing documents.

4. Confidentiality and protection of privacy

4.1. In accordance with Article 110(3) of the Law of 13 June 2005 concerning electronic communication, the data made accessible via the Service do not include outgoing calls to toll-free numbers or to emergency numbers.

In the event of any change in legislation, Belgacom reserves the right to exclude from data accessible via the Service, without prior notification to the Customer, any outgoing calls to numbers that are expressly excluded by law from the Official Bill.

4.2. Certain data relating to the possible existence of products/services of the competition on a Belgacom connection (e.g., Carrier Preselect) are accessible via the Service. These data will, however, be protected within Belgacom and will not be used for marketing or sales purposes.

5. Changes to the Specific Terms and Conditions

Belgacom reserves the right to change these Specific Terms and Conditions. Belgacom will inform the Customer of such changes, by any appropriate means, at least fifteen working days before they come into effect.

Any customer who rejects the new terms and conditions as a result of the changes to the specific terms and conditions may terminate the contract in accordance with Article 3 of the Specific Terms and Conditions for the 'Bill Online' service, without being liable to pay a penalty.

Specific terms and conditions for the 'SMS Sender' online application

Article 1: Object

The 'SMS Sender' service enables Customers to send SMS messages, via the Belgacom Internet site (www.belgacom.be), to fixed lines and to the mobile numbers of those operators with whom Belgacom has concluded agreements to this end.

The sending of SMS messages via the website is governed by the same terms and conditions as those governing the sending of SMS messages via the fixed telephone line. These terms and conditions can be consulted at www.belgacom.be/sms.

Article 2: Procedure, entry into effect and term

The Customer must activate SMS Sender online via the e-Services website.

The Customer can deactivate SMS Sender at any time online via the e-Services website.

Article 3: Terms and conditions of use

SMS Sender is only accessible for Belgacom customers who have a Belgacom PSTN or ISDN line. By using SMS Sender, the Customer agrees to comply with the terms and conditions of use. The Customer may not use SMS Sender for spamming or other illegal purposes. The Customer must comply with legislation on SMS advertising and may not violate the privacy of recipients. Offenses can be punished criminally. Belgacom reserves the right to refuse the Customer access to SMS Sender in case of misuse.

Article 4: Rates and billing

The Customer may send two (2) free text messages to a Belgacom fixed line per day using the SMS Sender service.

The third and all subsequent SMS messages sent to a Belgacom fixed line are paying will appear on the next Belgacom bill. As will SMS messages sent to mobile numbers. This bill must be paid in accordance with the general terms and conditions for the telephony service. The applicable rates appear on the page of the e-Services website from which the SMS messages can be sent.

Specific terms and conditions for the 'Click & Buy' online application

Article 1: Object

The Click & Buy service enables customers to pay for products and services purchased on the Belgacom or Belgacom Skynet Internet sites via their regular Belgacom bill.

Article 2: Terms and conditions for access to the Click & Buy service

Click & Buy is only accessible for Belgacom customers who have a Belgacom PSTN or ISDN line. Belgacom reserves the right to refuse access to or deactivate the Click & Buy service (1) if the Customer does not comply with the general or specific terms and conditions for the use of the service or (2) in the case of proven or suspected fraud or (3) if there are serious doubts concerning the solvency of the Customer.

Article 3: Procedure, activation and deactivation

The Customer is responsible for activating the Click & Buy service online via the e-Services website.

The Customer can deactivate Click & Buy at any time online via the e-Services website.

Article 4: Use of the Click & Buy service

If the Click & Buy service is available, the Click & Buy logo will appear among the payment methods for the products and services concerned.

Customers will be asked to confirm each purchase made using Click & Buy.

Article 5: Billing

The amount due will appear in the billing agreement selected by Customers when they choose the Click & Buy payment option. The amount due will be appear on the Customer's next bill and is payable under the conditions stipulated in the general terms and conditions of the telephony service.

Belgacom may send an interim bill or request an advance on the next bill if, following the use of Click & Buy, the total amount to be charged exceeds the average amount billed for all the Customer's telecommunications services, calculated over four full billing periods or four months, by at least EUR 125 excluding VAT.

Specific terms and conditions of the “ADSL Community” online application

Article 1: Object

The “ADSL Community” online application enables customers who participate in the Belgacom ADSL Community sponsorship program to view the following data online:

- total number of points of the customer participating in the sponsorship program;
- an overview of all prices linked to the program;
- a selection of the prices for which the customer qualifies on the basis of his/her current point total;
- an overview of the phone numbers of the customer’s sponsored parties and the date on which they became customers;
- online ordering of the presents for which the customer qualifies on the basis of his/her current point total.

Article 2: Terms and conditions for access to the service

The “ADSL Community” online application is only accessible for residential customers who have subscribed to the Belgacom ADSL GO or Belgacom ADSL PLUS service.

Article 3: Procedure, entry into effect and term

The “ADSL Community” online application can be activated and deactivated by the customer via the e-Services website.

Specific terms and conditions of the 'ADSL Fast Click' online application

Article 1: Object

The 'ADSL FastClick' service enables customers to temporarily increase the performance of their ADSL connection. The exact features of the service are mentioned on the webpage from which the service is activated.

When the Customer uses the ADSL FastClick service, Belgacom increases the transmission speed of his/her ADSL connection. The ADSL FastClick service does not change any other factors that also have an impact on the customer's Internet connection speed and for which Belgacom is not responsible, such as the configuration of the Customer's PC, the software used and the speed of the Web server.

Article 2: Terms and conditions for access to the service

ADSL FastClick is accessible only for Belgacom ADSL Go customers.

Article 3: Procedure, entry into effect and term

The customer must activate ADSL FastClick online via the e-Services website. As soon as the customer activates the service, the speed of his/her ADSL connection is increased for a certain period, as described on the e-Services webpage from which the service is activated. The customer is informed by e-mail of the activation of the service.

Article 4: Billing and rates

The cost of ADSL FastClick is mentioned on the webpage from which the service is activated.

The amount due will be appear on the Customer's next bill and is payable under the conditions stipulated in the general terms and conditions for the telephony service.

