

# Special Terms and Conditions - Fixed Telephony Service Destiny NV

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## 1. Definitions

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For the purposes of the Special Terms and Conditions set out below, the definitions included in the General Terms and Conditions shall apply, as well as the following additional definitions:

### **Fixed Telephony Service:**

The Service from Destiny NV consists of providing the Customer with a telephone connection (# channels) enabling the Customer, via a data connection provided by Destiny NV or otherwise, and based on the IP-connection protocol, to (i) initiate and receive calls to and from other subscribers of Destiny NV and the fixed and mobile telephony subscribers of other public switched telephony networks with which Destiny NV is directly or indirectly interconnected, and, (ii) granting access to the services of service provider-clients of Destiny NV and of networks interconnected with Destiny NV and affiliated subscribers.

In so far as explicitly agreed in the Agreement and particularly in the Order Confirmation, the Fixed Telephony Service also includes an **International Telephony Service**, which entails providing the Customer with a telephone connection (# channels) at a Location of the Customer outside of Belgium and for which, for the purpose of using this service, one or more Geographic numbers for the country of the Customer's Location will be assigned to the Customer.

### **Call:**

A connection established by means of a publicly available electronic communications service that enables two-way voice communication.

### **Data Connection:**

The data access as configured either by Destiny NV on a Destiny-connection network or a Customer-connection network via a data (Internet) connection of a third-party operator that meets the specifications required by Destiny NV and is suitable for voice telephony.

### **Geographic number:**

A number from the national telephone numbering plan, in which a part of the digit structure represents a geographical reference that is used for routing calls to the physical location of the network termination point.

If the Fixed Telephony Service includes an **International Telephony Service**, one or more Geographic numbers will be assigned from the country of the Customer's Location where this service is provided.

### **Telephone directory:**

A book, list or file containing exclusively or primarily data on the subscribers of a publicly available telephone service that is made available to the public for the purpose of identifying,

exclusively or primarily, the telephone numbers of the end-users.

## 2. Object

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### 2.1 Area of application

The Special Terms and Conditions set out below are applicable to the provision by Destiny NV of the Fixed Telephony Service in exchange for the Fee.

## 3. Rights and obligations of the Parties

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The Customer accepts and acknowledges that the (proper) provision of the Fixed Telephony Service by Destiny NV is only possible insofar as and to the extent that a Data Connection is (promptly) provided and that this Data Connection is maintained by the Customer for the entire duration of the Agreement.

The Data Connection must fulfil all technical parameters indicated by Destiny NV in the Agreement. The failure of the Data Connection to (continue to) fulfil the indicated technical parameters will (potentially) result in deterioration of quality or non-availability of the Fixed Telephony Service.

Under no circumstances may Destiny NV be held responsible or liable for the Data Connection supplied by a party other than Destiny NV and for any disruption or defects in relation to the Fixed Telephony Service as a result of or on the basis of this Data Connection.

Destiny NV reserves the right to suspend or dissolve the Agreement without judicial authorisation and without payment of damages or other compensation, at the expense of the Customer, in the event of any use of the Fixed Telephony Service that is in violation of the provisions of the Agreement and particularly in the case of use of the Fixed Telephony Service in violation of the provisions referred to in article 3 of the present terms.

## 4. Terms of the Fixed Telephony Service

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### 4.1 Blocking messages / communications

The Customer may submit a written request to Destiny NV to block certain types of communications or calls. If this concerns categories of outgoing calls and destination numbers referred to in the Ministerial Decree of 12 December 2005, as amended, no costs will be charged by Destiny NV for the blockage.

Insofar as technically feasible, Destiny NV must implement the blockage within a reasonable period following receipt of the written request.

### 4.2 Numbers

For the use of the Fixed Telephony Service, Destiny NV will assign one or more Geographic numbers or blocks of Geographic numbers that have been allocated to it by the BIPT.

If the Fixed Telephony Service includes an **International Telephony Service**, one or more Geographic numbers will be assigned from the country of the Customer's Location where the service is provided.

Unless explicitly stipulated in the Agreement or in the legal and regulatory framework, the Customer may not claim any property or other rights related to the assigned numbers.

Except in the case of number transfer in accordance with the provisions of the Agreement, the usage rights to the Geographic number(s) assigned to the Customer are terminated when the Agreement is terminated for any reason whatsoever. The usage rights to the number(s) or blocks of numbers assigned to the Customer will be lawfully and automatically terminated in the event that the BIPT revokes the numbers or blocks of numbers assigned to Destiny NV, for any reason whatsoever. In that case, Destiny NV must notify the Customer as soon as possible of such a decision on the part of the BIPT.

The Geographic number assigned to the Customer includes a service geographic identity that is characteristic of a defined, geographical sub-area and is allocated exclusively for services with geographical significance and is assigned to Customers whose connection is physically located within the bounds of this number zone.

The use of the Fixed Telephony Service from (potentially) any other connection to an electronic communications network (Nomadicity) is not permitted.

Any nomadic use of the Fixed Telephony Service by the Customer is subject to the sole responsibility and liability of the Customer. The localisation of a caller for emergency services is not possible if the physical address of the Geographic number does not correspond to the Customer's actual address.

The Customer must explicitly inform all users of the Fixed Telephony Service in writing in advance of the prohibition of nomadic use of the Fixed Telephony Service and the limitations in terms of localisation by emergency services in the event that users engage, in violation of the express provisions of the Agreement, in nomadic use of the Fixed Telephony Service.

The Customer undertakes to immediately inform Destiny NV in writing of all changes in the data (e.g., address details of locations, ...) indicated on the Service Order Form.

### 4.3 Display of identification number

Except for cases in which the Customer has objected to the identification of their number, either permanently or on a per-call basis, all of the Customer's Geographic numbers that are not unlisted will be displayed to the recipient of the call.

If the Customer places a call to the central dispatch of emergency services that provide aid on-site, the identification of the Customer's number will in any case be displayed.

Except for cases in which the caller has objected to the display or in the case of an unlisted number, and subject to the condition that the caller's operator facilitates the transfer of the number identification, the caller's number will be displayed to the Customer.

Identification of a number by the Customer is only possible on the condition that the Customer possesses the appropriate Terminal Equipment.

The identification of the Customer's number by the call recipient, insofar as the Customer has not objected to this, is only possible if the necessary (technical) agreements have been made with the call recipient's operator and the recipient possesses the appropriate Terminal Equipment.

### 4.4 Telephone directory and information services

The purpose of the (universal) telephone directory and the (universal) information service as defined in the Law and its

implementing decrees is to enable the search for personal data on the basis of the name and, as applicable, the residential or business address of the Customer.

The Customer must indicate on the Service Order Form whether or not they wish to have their address details included in the universal telephone directory and/or in the universal information service and whether they wish to have their address details listed in other telephone directories or other information services. If the Customer does not wish for their address details to be listed in the universal telephone directory and/or in the universal information service, the Customer's number will be regarded as an unlisted number.

The inclusion or non-inclusion of the Customer's minimum personal data (name, residential or business address) in the telephone directories or information service is free of charge for the Customer.

The Customer is solely responsible for promptly providing accurate and up-to-date data for inclusion in the (universal) telephone directory and the (universal) information service.

Destiny NV can in no way be held liable for late or inaccurate information provided by the Customer or for potential errors on the part of the publishers of the (universal) telephone directory and (universal) information service.

### 4.5 Number portability

Number portability concerns the possibility for the Customer to retain their assigned number regardless of the operator providing the services, within a specific geographical area in the case of a Geographic number and regardless of location in the case of Non-geographic numbers.

This transfer facility is not possible between Destiny NV and an operator of public telephone services provided on a mobile electronic communications network.

If the Customer wishes to transfer their number to a recipient-operator, the request should be submitted to the latter. Transfer is only possible within the legal and regulatory limits and on the condition of full compliance with the legal procedures for transfer.

The transfer of a number by the Customer does not affect the Customer's contractual obligations stemming from the Agreement. The transfer of all of the Customer's numbers constitutes a unilateral termination of the Agreement for Fixed Telephony Service by the Customer.

### 4.6 International Telephony Service

The terms as stipulated in points 4.1, 4.3, 4.4, and 4.5 of these Special Terms and Conditions are applicable to the **International Telephony Service** in so far as and to the extent that they are enforceable in accordance with the applicable national laws and regulations in the country of the Customer's Location where the service is provided. As necessary, these terms will be provided with consideration for the enforceable provisions of the applicable laws and regulations in the country of the Customer's Location where the service is provided.

With regard to the **International Telephony Service**, in the event of incompatibility or conflicting interpretation of the provisions of the Agreement and the enforceable provisions of the laws and regulations in the country of the Customer's Location where the service is provided, the enforceable provisions of the laws and regulations will take precedence.