

# Special Terms and Conditions – Mobile Telephony and Internet Service Destiny NV

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## 1. Definitions

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:

***Mobile Telephony and Internet Service:***

The Service from Dstny provided on the Dstny – Mobile network, enabling the Customer to (i) initiate and receive Calls to and from other subscribers of Dstny and the fixed and mobile telephony subscribers of other public switched telephony networks (ii) access the services of third parties and (iii) access (mobile) Internet services consisting of granting the Customer access to an Internet connection configured by Dstny in accordance with the specifications as set out in the Agreement.

The Customer's access to the Mobile Telephony and Internet Service is only possible by means of a SIM card supplied and activated by Dstny, installed in the Customer's compatible Terminal Equipment.

***Call:***

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

***Non-geographic number:***

A non-geographic number from the national telephone numbering plan, particularly numbers for mobile calls with the exception of free-to-caller numbers and premium rate numbers.

***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

### 2.1. Area of application

The Special Terms and Conditions set out below are applicable to the provision by Dstny of the Mobile Telephony and Internet Service in exchange for the Fee.

## 3. Rights and obligations of the Parties

The Customer accepts and acknowledges that the (proper) provision of the Mobile Telephony and Internet Service by Dstny and the Customer's access to it is only possible in so far as, and to the extent that the Customer installs the SIM card supplied and activated by Dstny in Terminal Equipment (a device) that is compatible with the Mobile Telephony and Internet Service.

Every SIM card comes with an individual PIN and PUK code that the Customer and the user of the Mobile Telephony and Internet Service must keep confidential at all times and may not disclose to third parties.

The Customer remains solely responsible and liable for the (unlawful) use of the Mobile Telephony and Internet Service in the case of loss, theft, transfer or use by third parties of the SIM card or the PIN and/or PUK code. In such cases, the Customer will in no way be discharged from their obligations stemming from the Agreement.

Dstny remains the exclusive owner of the SIM card at all times.

Dstny is not liable for the non-availability of the Mobile Telephony and Internet Service or for loss of quality if this is a direct or indirect consequence of incompatible Terminal Equipment, a defect or malfunction of the Customer's Terminal Equipment or in the case of damage to the SIM card.

Dstny is not responsible for loss of quality or a defect in the Mobile Telephony and Internet Service for reasons that are (i) inherent to mobile communication (disruption of the signals by external elements) or (ii) a direct or indirect consequence of the Terminal Equipment (device).

Prior to the activation of the Mobile Telephony and Internet Service, the Customer must make a back-up of all their data.

For the Mobile Telephony and Internet Service, maximum volumes as stipulated in the Agreement apply, if applicable.

These speeds/volumes are strictly theoretical maximum and minimum levels that are (potentially) influenced by various parameters.

If there are restrictions on volume, the Customer is liable for the fees for the volume in excess of the specified limit. Unless agreed otherwise in the Service Order

Form, Dstny is not required to notify the Customer when the volume limit is (soon to be) exceeded.

If the Agreement does not include volume restrictions or if unlimited volume is provided, this must always be understood as being limited to normal and reasonable use by the Customer.

Abnormal and unreasonable use of the Mobile Telephony and Internet Service is considered to be any use of the Mobile Telephony and Internet Service or any part thereof, in a recurring pattern, that exceeds the average use of all users of the Service in question by a factor of five or if there are reasonable grounds for Dstny to suspect that the Mobile Telephony and Internet Service, or any part thereof is being provided to third parties.

The service for the use of the Mobile Telephony and Internet Service abroad will be provided by third-party operators with whom Dstny (or the network operator) maintains agreements. The SIM card may provide a specific preselection with regard to third-party operators in specific countries.

If the Agreement does not include volume restrictions or if unlimited volume is provided, with regard to the roaming services, the Customer must engage in reasonable use in accordance with the provisions of the applicable EU regulations.

Unreasonable use with regard to the roaming services for Mobile Telephony and Internet Service, or any part thereof, is considered to be any misuse or abnormal use of the roaming services detected by Dstny (or a third-party operator engaged by Dstny).

Misuse or abnormal use of the roaming services can be lawfully determined by Dstny (or a third-party operator engaged by Dstny) in the following cases:

- if the user's presence and use of the service is located predominantly in other member states for a minimum of four months, as compared to their presence and domestic use of the service in Belgium or
- an extended period of inactivity of a SIM card that is used predominantly, if not exclusively, for roaming or
- an Order and associated use of different SIM cards by the same Customer during roaming.

Exclusively for the purposes of determining potential misuse or abnormal use in relation to the roaming services for Mobile Telephony and Internet Service, Dstny is entitled to request that the Customer submit proof of residency, as necessary, within a period of two weeks. For the same exclusive purposes, Dstny (or a third-party operator engaged by Dstny) is authorised to monitor the patterns of consumption of the Customer and their users.

As necessary, Dstny may inform the Customer that misuse or abnormal use has been determined, whereupon the Customer will have a period of maximum two weeks to reduce their consumption to a reasonable level and, cumulatively, must demonstrate that it is not

a case of misuse or abnormal use. If the Customer fails to cease the unreasonable use and/or fails to demonstrate that it is not a case of misuse or abnormal use, Dstny is entitled to charge a surcharge for the part of the Mobile Telephony and Internet Service that has been determined to have been subject to abnormal use, which will be applicable in accordance with the EU regulations.

If the Customer wishes to dispute the misuse or abnormal use of the roaming services, the Customer may contest the conclusion of Dstny concerning the misuse by means of a duly substantiated objection sent by registered letter, in which case the Parties will attempt to reach a settlement. If no settlement can be reached, the Customer is entitled to submit the dispute to the competent authorities of the BIPT.

The Customer will be solely responsible for the costs of misuse of the access to the Mobile Telephony and Internet Service, regardless of whether it is perpetrated by third parties. In this respect, the Customer must take adequate steps to secure the access to the Mobile Telephony and Internet Service.

The Customer is responsible for reporting illegal or immoral content (data) to the supervisory authorities and to Dstny.

All liability on the part of Dstny for the content of the data or traffic that is stored, transferred or received by the Customer, by third parties engaged by the Customer or by third parties to whom the Customer has granted access, is expressly excluded.

## 4. Terms of the Mobile Telephony and Internet Service

### 4.1. Blocking messages/communications

The Customer may submit a written request to Dstny 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 Dstny for the blockage.

If Dstny is asked to block the communications/calls, insofar as technically feasible, Dstny must implement the blockage within a reasonable period following receipt of the written request.

### 4.2. Numbers

Except in the case of number transfer, for the purposes of the Mobile Telephony and Internet Service, Dstny will assign one number per SIM card that has been allocated to it by the BIPT.

Except where expressly stipulated in the Agreement or in the legal and regulatory framework, the Customer cannot claim any ownership or other rights with regard to the assigned number.

Except in the case of number transfer in accordance with the provisions of the Agreement, the usage rights to the assigned non-geographic number(s) 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 by Dstny, for any reason whatsoever. In that case, Dstny must notify the Customer as soon as possible of such a decision on the part of the BIPT.

In the event of national emergency calls, Dstny (or the network operator) will communicate the location of the SIM card in question and, if possible, the identity of the Customer to the emergency services, according to its legal obligations.

Dstny (or the network operator) will provide this information even it concerns an (unlisted) private number. Any use of the Mobile Telephony and Internet Service that renders localisation or identification of the user difficult or impossible, is prohibited.

### 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 numbers that are not unlisted will be displayed to the recipient of the call.

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 personal data that is provided in the context of the present article is subject to the provisions of the law of 8 December 1992.

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.

Dstny 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.

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 or of over 70% of the initially agreed maximum Customer's numbers constitutes a unilateral termination of the Agreement by the Customer.

Dstny may refuse to transfer a number in the cases as provided for in the laws and regulations, or if the number concerned is associated with an inactive or no longer active SIM card, or in the case of fraud.

### 4.6. Management of the Mobile Telephony and Internet Service

Under the Agreement, the Customer and their users can be granted access to a customer portal ("**Portal**") for the basic day-to-day management of the Mobile Telephony and Internet Service.

The access to the Portal is personal and secured with the login and password of the Customer or their users. It is the exclusive responsibility of the Customer and

their users not to grant access to the Portal to third parties.

The Customer remains solely liable for the management actions carried out via the Portal and must take adequate steps to secure the passwords and login and to maintain confidentiality.

All (Intellectual) property rights as well as all rights, titles and interests in and to patents, copyrights, trademarks, trade secrets and other intellectual rights with regard to the Portal belong exclusively to Dstny and/or its licensors. The Agreement in no way entails the transfer, in part or in full, of these (intellectual) property rights.

The usage and access rights to the Portal are supplied "AS IS". The access rights to the Portal will be withdrawn in the event of termination of the Agreement or if Dstny suspends the Service in accordance with the provisions of the Agreement.

With regard to the management of the SIM cards, the Customer is authorised to activate and deactivate SIM cards via the Portal.

However, the Customer must ensure that the total number of SIM cards at any given time is not less than 30% of the initially agreed maximum number of SIM cards as stated on the Service Order Form.

The deactivation of SIM cards, resulting in a number beneath the aforementioned threshold constitutes the unilateral termination of the Agreement by the Customer.