

**In the current Special conditions, the following is meant by:**

**Subscription:** The Agreement under which the Customer uses one or more Services for a specified or unspecified period. The formula whereby a flat-rate monthly call value is charged by means of an invoice is also considered a Subscription.

**Subscription application:** The application form completed and signed by the Customer, requesting the provision of Services in the form of a Subscription.

**ADSL/Internet services:** The internet service and additional services provided by United Telecom.

**General conditions:** These General conditions, the text of which is available from United Telecom and the Stores, and can be consulted at [www.united-telecom.be](http://www.united-telecom.be).

**Data services:** Mobile services offered to the Customer by United Telecom, enabling the Customer to access the internet (public network), intranet (company networks), or other applications (BlackBerry, WAP, MMS, SMS) via the Network using a mobile phone.

**Services:** The set of services (Mobile and/or ADSL/Internet and/or Telephony) to which the Customer is subscribed.

**Content:** The information made available to the Customer via the internet (public network), intranet (company networks), or other applications, regardless of the identity of the Content Provider.

**Customer:** The Consumer who uses the Services and/or purchases a product.

**United Telecom:** United Telecom nv, Wingepark 5B bus 302, 3110 Rotselaar, VAT BE0446 133 484.

**Mobile services:** The mobile telephony service and additional services provided by United Telecom.

**United Telecom network:** The communication network operated or used by United Telecom, which enables United Telecom to provide its services.

**Agreement:** The contractual relationship between the Customer and United Telecom nv regarding the purchase of Products and/or the use of Services. The Agreement includes the General conditions and, where applicable, the Subscription application, the chosen Rate plan, and any Special conditions and technical specifications.

**Product(s):** The collective term for one or more products purchased or made available to the Customer by United Telecom.

**SIM card:** The chip card provided by United Telecom to a Customer, which must be inserted into the Customer's mobile phone to enable the use of the mobile telephony Network.

**SMS:** Short text messages of up to 160 characters that the Customer can send and receive using their mobile phone.

**Rate plan:** The rate plan chosen by the Customer from the rate list at the time of entering into the Agreement or thereafter. The various Rate plans for the different Services can be consulted at the Distributors and United Telecom's customer service.

**Telephony services:** The fixed telephony service and additional services provided by United Telecom.

**Store:** Any physical sales outlet or store distributing Services and/or Products of United Telecom.

**Prepaid call value:** The prepaid call value that allows the Customer to access certain Mobile Services using their SIM card, up to the value of this prepaid amount, and for which no invoice is issued.

**Charge/Invoice:** The itemized statement of costs and fees relating to the service(s) provided or to be provided to You and - if applicable - the equipment sold by United Telecom under the Agreement. An Invoice, which United Telecom is obliged to issue to certain Customers in accordance with Belgian VAT legislation, confirms the existence of a monetary claim against the Customer. The Customer must provide their VAT number. The articles applicable to Charges also apply to the Invoice.

**Customer, You, Your:** The natural person, legal person, or factual association with whom United Telecom concludes this agreement, including any person acting or from whom we can reasonably assume is acting with Your authorization or knowledge.

#### **1. Specific obligations for the Customer related to Fixed Telephony Service**

**1.1.** Through the Fixed Telephony Service, you can establish a telephone connection using a landline or fax machine within the United Telecom network and with any other telephone network, and vice versa. This may be limited or terminated by United Telecom due to technical difficulties, extraordinary call volumes (exceeding 500 euros incl. VAT in one (1) month), abnormal use or fraud, or creditworthiness reasons. You will be duly informed of this.

**1.2.** The Fixed Telephony Service includes: with a fixed phone line in Belgium, all types of calls (national and international calls, calls to mobile devices, and special numbers 070, 077, 078-15, and 0900), excluding emergency numbers and abbreviated Proximus numbers. You can only access the Fixed Telephony Service with a landline phone by dialing the prefix 1555, 1611, or 1661 followed by the complete number of your correspondent, or by having it dialed automatically. By using the code 1551 followed by the number of your correspondent, you deactivate the Fixed Telephony Service via United Telecom and make direct calls through your Proximus line. These call charges will also be billed by Proximus.

**1.3.** For emergency call routing, the historical operator is responsible for routing calls to emergency services. For this, please refer to the General Terms and Conditions for fixed telephony of Proximus (formerly Belgacom): [http://www.proximus.be/dam/cdn/sites/iportal/documents/pdfs/common/GTC\\_TELEPHONIE\\_112012\\_NL.pdf/GTC\\_TELEPHONIE\\_2014\\_NL\\_proxim us.pdf](http://www.proximus.be/dam/cdn/sites/iportal/documents/pdfs/common/GTC_TELEPHONIE_112012_NL.pdf/GTC_TELEPHONIE_2014_NL_proxim us.pdf)

**1.4.** The Customer undertakes not to use the fixed telephony service to establish connections that violate Belgian, European, or international laws. The customer also commits to using the fixed telephony service only for legitimate purposes that are not contrary to public order and in accordance with accepted good norms and practices.

**2.** Specific exclusion of liability of United Telecom related to the fixed telephony service United Telecom cannot guarantee the error-free operation of certain alarm systems, telephone exchanges, other specific terminal equipment, or certain websites connected to or using the United Telecom network.

**3.** Additional provisions on fees, costs, and billing modalities

**3.1.** The duration of national and automatic international calls is measured in seconds. The duration of the connection is the time elapsed between the moment the called party answers and the moment the calling party hangs up.

**3.2.** In addition to call charges or data forwarding costs, a connection fee may be applied.

**3.3.** Invoicing: If the monthly invoice is lower than €12.10 incl. VAT, the calls will be shifted to the next month's invoice. If, in the second month, the cumulative amount of calls reaches a minimum of €12.10 incl. VAT, the total amount of calls will be billed in the second month. If not, the calls will be shifted once again to the following month. In this case, the third month will result in an invoice for the calls of the last three months, with a minimum of €12.10 incl. VAT. The first month after signing the order form or the order sheet always results in an invoice, regardless of the amount.

**4.** Number portability and private number

**4.1.** In case of number portability, United Telecom will make every effort to ensure a smooth transfer of the number. However, it is possible that the transfer cannot be carried out for technical reasons.

**4.2.** When requesting a connection, the customer can request a private number, which means the calling number will not be listed in telephone directories, nor displayed during calls or faxes. United Telecom will also not provide this information to third parties, except at the request of emergency services or a legal obligation.

**5.** Directories and directory inquiries service

**5.1.** The holder of a telephone line is entitled to have their data listed free of charge in the White Pages, as determined by law. If you have multiple telephone lines at the same address or in the same municipality, you can obtain one additional line of text per telephone line free of charge.

**5.2.** In accordance with applicable legislation, your identity information and connection data, as well as any changes to it, will be transmitted to directory publishers for publication and to operators with whom we have an agreement for the provision of telephone directory inquiries to their subscribers. With a view to the annual reissue of the White Pages, we must, in accordance with the agreements concluded, provide this data to the directory publishers no later than 3 months prior to publication. Connections established after this period will not be included in the next reissue of the White Pages. United-Telecom cannot be held responsible for this. Any changes to the data will be incorporated into the White Pages and the telephone directory inquiries file as soon as possible.

**5.3.** The directory inquiries service of the operators with whom we have an agreement provides non-private numbers upon request, which can also be accessed via the internet, as well as information about a listed or intended-to-be-listed connection in the directory.

### **Special conditions for United Telecom internet service**

#### **1. Email, Email Address, Web Space, and Domain Name**

##### **1.1. Email and Email Address**

**1.1.1.** At the start of the agreement, United Telecom will assign you one or more email addresses, depending on the internet subscription you choose. You will retain the same email address until the end of this agreement, unless it is changed by United Telecom for technical, operational, legal reasons, or at your own request. You are not entitled to any compensation in case of such a change. **1.1.2.** If you do not use the United Telecom email address, you must inform United Telecom of another email address so that emails can be sent to an operational email address, ensuring customer-friendly communication.

**1.1.3.** The email address assigned by United Telecom cannot be retained upon termination of the agreement unless otherwise agreed.

##### **1.2. Web Space**

**1.2.1.** Depending on the internet subscription you choose, United Telecom provides web space for customers to manage a website.

**1.2.2.** You acknowledge that if the permitted web traffic volume is exceeded, United Telecom may take appropriate measures to keep the web traffic within the specified limits.

**1.2.3.** Traffic to and from this website is also limited and depends on the internet subscription you choose, and cannot exceed the web space available to you.

**1.2.4.** Upon termination of the internet service with United Telecom, you must arrange for the transfer of the website to any other operator, unless otherwise agreed.

##### **1.3. (Sub)Domain Names**

**1.3.1.** The (if applicable) registered (sub)domain name(s) at your request are licensed to you. The use of these (sub)domain names is subject, in addition to these general conditions, to the general conditions of domain registration imposed by the respective domain name registrar. Therefore, we cannot provide any guarantee to the customer regarding the domain name requested from a domain name registrar.

**1.3.2.** You use such domain names at your own risk and responsibility. You indemnify United Telecom for any damages that United Telecom may incur as a result of the unlawful use by yourself or a user of such (sub)domain name.

**1.3.3.** If the Customer wishes to have a new (sub)domain name during the term of the agreement, the registration formalities must be followed again before it can be licensed.

**1.3.4.** Upon termination of the license for the (sub)domain name, you must comply with the rights and obligations arising from the general conditions of the domain name registrar. United Telecom may charge an administrative fee to the Customer upon termination of the registration of the (sub)domain name.

**1.3.5.** At the end of this agreement, for any reason, if desired and upon explicit prior written request, the Customer may use the (sub)domain name in the context of the services provided by another internet provider, provided the license has not expired. In such a case, the Customer is responsible for transferring their files.

#### **2. Specific obligations for the Customer related to the internet service**

##### **2.1. Use of Usernames and Passwords**

**2.1.1.** To access the internet service, the Customer will be assigned one or more personal usernames and passwords. The Customer is responsible for maintaining the confidentiality, security, and appropriate use of these credentials. The Customer must take all necessary measures to ensure the confidentiality, security, and appropriate use of all usernames and passwords related to the internet service, and ensure that they are not disclosed to third parties. United Telecom will not request your password and username, unless strictly necessary for an intervention and only during a telephone intervention or as a response to a customer's email.

**2.1.2.** Any use of any service after providing a valid username and password will be considered irrefutable evidence of use by the Customer. If there is any reason to believe that a username or password has become known to an unauthorized person or is being or could be used in an unauthorized manner, the Customer must immediately notify United Telecom.

**2.1.3.** If United Telecom has reason to believe that confidentiality and/or security is compromised or the internet service is being abused, United Telecom may change your username or password, and you will be notified accordingly.

**2.2.** Use of the internet service and code of conduct The Customer undertakes not to hinder other users or the United Telecom network in any way when using the internet service.

##### **2.3. Internet subscription with permitted volume**

**2.3.1.** You undertake to always respect the permitted monthly volume as determined for the chosen subscription plan.

**2.3.2.** In case you exceed the permitted volume, United Telecom reserves the right to limit the use of the internet service, and you have the option to expand the permitted volume, temporarily or permanently, for a fee.

#### **3. Speed, Delivery Time, Modem, Relocation**

**3.1. Speed** The indicated speeds are maximum speeds. The actual speeds experienced by the customer may vary from these theoretical maximum speeds, as they depend on the distance to the nearest telephone exchange, the quality of the telephone line, the quality of the internal wiring, and other technical factors.

**3.2. Delivery Time** The delivery time is estimated at the customer's request at the time of signing the order form or order sheet.

**3.3. Modem** If the chosen product includes the installation of a modem by United Telecom, you will grant access to the installers designated by United Telecom to your premises for the installation and maintenance of the modem. During a power outage of the modem, no services can be provided. An alarm system cannot be connected to the line on which the DSL traffic is transmitted. The following distance requirements apply to the installation: The modem must have power supplied 1.5 meters from where the telephone line enters the building. PC equipment must be placed within 30 meters of the modem.

**3.3.1. Modem Warranty** When purchasing a modem from United Telecom, a 1-year warranty period applies to the device. If a defect is detected in the modem (by a technician from United Telecom) within the warranty period, the device will be exchanged free of charge. The customer must return the defective device to United Telecom (by post or by delivering it to one of our branch offices in Eupen or Lommel). If the customer reports a defective modem within the warranty period, United Telecom will send a new modem. If, after testing the presumed defective device by United Telecom's technical department, it is found that the modem is not faulty, a charge of 50 euros (incl. VAT) will be applied for the new device sent.

**3.4. Relocation** In the event of a customer's relocation, a one-time fee of €50 (incl. VAT) will be charged.

**Tariff Plan Modification** Unless expressly authorized by United Telecom, the Customer may not change the Tariff Plan before the original duration of the Agreement has expired. The date of the change will be considered as the start date of the new period. By changing the contract, the Customer accepts the new loyalty terms and waives any original loyalty and promotional benefits.

### **Special conditions United Telecom mobile telephony**

#### **1. Duration of the agreement for United Telecom mobile services and activation of mobile services**

**1.1.** All agreements for mobile services are entered into for a minimum period of 12 months. Furthermore, reference must be made to the provisions of the General terms and conditions.

**1.2.** If you terminate the fixed-term agreement with United Telecom in which a mobile phone or another end device was provided to you, United Telecom will charge you an additional fee depending on the value of the end device. This fee relates to the residual value of the end device, calculated based on an amortization table specifying the residual value of the end device during each month of the agreement's term. A linear depreciation method is used to calculate the monthly depreciation of the end device over the term of the agreement.

**1.3.** If the activation of the service cannot take place due to technical reasons, United Telecom will provide you with a new SIM card with a new mobile number. The allocation of a new mobile number cannot lead to the dissolution of the agreement against United Telecom. You must activate this new SIM card within a period of fourteen days after receiving the SIM card. In case of failure to activate, United Telecom has the right to terminate the agreement against you and

charge a fee in accordance with the provisions of article 6 of the General terms and conditions, as well as in accordance with the aforementioned provision 1.2, depending on the value of the end device.

**1.4.** Unless you have obtained the express permission of United Telecom, you may not change the tariff plan before the original duration of the agreement has expired. The date of the change shall be considered as the start date of the new period. By changing the contract, the customer accepts the new loyalty terms and waives any original loyalty and promotional benefits.

## **2. Number portability**

**2.1.** In case of number portability, United Telecom will make every effort to ensure a smooth transfer of the number. However, it is possible that the transfer cannot be executed due to technical reasons.

**2.2.** Reactivation of a terminated number is not possible.

**2.3.** With the transfer of a mobile number, the customer can retain his/her mobile number when switching mobile operators. Only the mobile number can be transferred, not the Services and Options. The transfer of his/her number to United Telecom does not exempt the customer from fulfilling his/her obligations towards his/her previous operator. United Telecom will comply with the legal provisions regarding number portability and will take the necessary measures to execute the transfer requested by the customer. United Telecom cannot be held responsible for the non-performance or delayed execution of the transfer due to the actions of the previous operator or the customer himself/herself. In particular, United Telecom cannot be held responsible in the event of a false, incorrect, or illegible transfer request.

**2.4.** In case of termination of a subscription, the customer should be aware that there is a maximum period of 3 months within which the existing mobile number can be retained. After a period of 3 months, the mobile number will revert to the operator that owns the mobile number.

## **3. SIM card**

**3.1.** United Telecom will provide the customer with a SIM card for the use of United Telecom mobile services for each assigned number. To prevent abuse, the customer must immediately change the default PIN code to a personal secret PIN code upon receipt of the SIM card. The customer is responsible for strict confidentiality of this code and should ensure not to choose a too simple code (such as 1111, 2222, or 1234).

**3.2.** The customer undertakes not to use the SIM card in any other way than provided in the agreement. The SIM cards may only be used in mobile individual devices (handsets) and must not be used in devices such as 'Sim box,' 'GSM gateway,' or similar devices.

**3.3.** The SIM cards are intended for personal use only and must not be used for the purpose of reselling communication, Voice over IP applications, or rerouting. Any breach of this provision will result in a flat-rate compensation of 1,500 euros (including VAT) per violation.

**3.4.** The customer shall take all necessary precautions to prevent the SIM card from being used incorrectly or unlawfully. The customer is liable for any damage caused to United Telecom or third parties as a result of the use of the SIM card, regardless of who used it and in which mobile telephony device, even in the case of theft or loss. In case of loss or theft of the SIM card, the customer remains liable for the usage and payment until the customer informs United Telecom (by phone or in writing) and requests a temporary suspension of the SIM card. Pending final suspension, the customer will then receive, if necessary for a fee, a new SIM card with the United Telecom mobile services reactivated. The fee for a replacement SIM card is 7€ (including VAT) and will be invoiced on the customer's next bill after reporting the theft or loss. If the SIM card is defective due to a manufacturing defect or improper configuration of the SIM card, a new SIM card with the same number of units and expiration date as the defective card will be provided to the customer free of charge.

## **4. Access to emergency services**

Calls to emergency services (1XX services, including Child Focus and the Poison Center) are allowed if the customer has an active SIM card. A customer has an active SIM card if he/she has an agreement for Mobile Services with United Telecom. United Telecom provides the emergency services with the coordinates of the central point of the network cell used by the caller. Some emergency services (e.g., 112) are reachable via all networks (including those where United Telecom does not provide coverage). Other emergency services are only reachable when United Telecom provides coverage. When abroad, the customer can reach the local emergency services via the number 112.

## **5. Specific obligations for the customer related to United Telecom Mobile Services**

**5.1.** Through the United Telecom mobile services, you can establish a connection using a dual-band GSM (= necessary) within the United Telecom network and with any other network, and vice versa. This may be limited or terminated by United Telecom due to technical difficulties, in case of extraordinary call volumes (more than 500 euros including VAT during one (1) month), in case of abnormal use or suspected fraud known to or suspected by United Telecom, or for reasons of creditworthiness. You will be appropriately informed of this.

**5.2.** You undertake not to use the United Telecom mobile services to establish a connection that is contrary to Belgian, European, or international legislation. You also undertake to use the United Telecom mobile services only for legitimate purposes that are not contrary to public order and are in accordance with accepted good standards and practices.

### **5.3. Normal use**

**5.3.1.** The customer undertakes to use the United Telecom mobile services provided by United Telecom as a good father/mother and solely for his/her own use, in accordance with the provisions of the agreement and the prevailing laws and regulations. It is prohibited to use the United Telecom mobile services in violation of public order or good morals.

**5.3.2.** The Customer also commits to a normal use of the United Telecom mobile services. The following are not considered normal use (non-exhaustive list): • Use with the intention of redirecting communications, directly or indirectly, or with the purpose of reselling the United Telecom mobile services to third parties without the prior written consent of United Telecom; • Use in a manner that prevents certain functions of the United Telecom network or a network normally used by the United Telecom network from being performed reliably and correctly. Examples include transmitting the caller's identification number (unless instructed otherwise), transmitting the IMEI number of the mobile phone from which the call is made, intercepting and recording communications under an order from a competent judicial or administrative authority, or recording and storing call and identification data; • Use in a manner that makes it impossible to identify or locate the caller in the event of an emergency call, or that causes overload or disruption of the proper functioning of the United Telecom network; • Any use in a manner other than what the Customer has communicated to United Telecom at the time of concluding the agreement; • Use in a manner that significantly deviates from the averages among different Customers of the United Telecom mobile services in terms of frequency, distribution between different types of communication (e.g., voice calls, data transmission, SMS, MMS, etc.), or connection time; • Use with a device whose usage falls or has fallen under any of the previous points, according to United Telecom; • Any other use that contradicts the applicable general and specific terms and conditions of the United Telecom mobile services.

**5.4.** Proof of the aforementioned prohibited uses can be provided by United Telecom through any lawful means, including data and summaries obtained from its own systems or those of other operators with telecommunication networks through which the communication has taken place. The Customer and United Telecom consider this data and summaries to be truthful unless proven otherwise.

## **6. Data Transfer**

Unless otherwise specified, subscribing to or using a Data Service is only possible if the Customer has subscribed to a Mobile Service (subscription or prepaid credit). In that case, the use of Data Services will be possible unless the Customer has requested in writing that United Telecom does not allow the use of Data Services. Any use of and/or subscription to Data Services automatically implies the Customer's acceptance of the General Terms and Conditions and the Special Terms and Conditions applicable to the respective Data Service. Data Services are subject to specific pricing, including the number of kilobytes uploaded and downloaded by the Customer using their mobile phone. The rates for each Data Service can be obtained at United Telecom's stores and customer service. United Telecom informs the Customer that it is entirely unrelated to the contractual relationship that arises between the Customer and the Content Provider. If the Customer chooses to use such content and enters into an agreement with the Content Provider, they do so at their own risk, and United Telecom cannot be held responsible for the content provided by the Content Provider or the terms of access. The Customer cannot ask United Telecom to prove whether or not they have entered into an agreement with a Content Provider. Unless explicitly presented under the United Telecom name, the Customer acknowledges that United Telecom has no connection to the Content accessed through the Network and therefore cannot be held responsible for that Content, as well as for information accessed on third-party websites or for emails and/or SMS messages sent or received in the context of services related to Content. United Telecom cannot be

held responsible for any violation of applicable laws or regulations by a Content Provider (e.g., regarding intellectual property rights). Access to certain Content can only be granted in accordance with the duration, price, age requirements, and any other applicable conditions set by the respective Content Provider. If the Customer fails to comply with certain conditions, such as specific terms of use defined by the Content Provider, the Customer is solely responsible for the consequences of such violation, including the disabling of the Content, and will be liable for any resulting costs and fees of any nature. If the Customer subscribes to the paid consultation of Content provided by a Content Provider, the Customer will be required to pay an additional fee for accessing that Content, in accordance with the terms of the respective Content Provider. By accepting the terms of the Content Provider regarding site access, the Customer also accepts the subscription price. The Customer agrees not to send data in an automated manner to groups of recipients.

#### **7. Use of Mobile Services for specific purposes**

Unless explicitly granted written permission by United Telecom, the Customer is prohibited from selling, giving away, subletting, or commercializing in any way, whether in whole or in part (e.g., using a simbox), the assigned SIM cards and/or Mobile Services, under any circumstances. Any violation of this prohibition will be considered an irreparable breach under Article 6.1 of the General Terms and Conditions, with the associated consequences.

#### **8. Specific obligations for the Customer related to United Telecom rechargeable cards**

**8.1.** Recharging The Customer can recharge their credit balance on their SIM card via the recharge system on the website [www.united-telecom.be](http://www.united-telecom.be). The credit balance remains valid for 12 months unless it is fully consumed or the SIM card is deactivated in accordance with Article 8.2. If the Customer fails to recharge within 12 months after the last recharge, any remaining unused credit balance will be lost. The maximum storage capacity for electronic payments is limited to 60€ (including VAT).

**8.2.** Call Number Upon receipt of the SIM card, a call number is assigned to the Customer. Unless there is a prior agreement between United Telecom and the Customer or if the Customer transfers their number in the context of "Mobile Number Portability" from another operator to United Telecom, the Customer cannot claim the right to demand a specific United Telecom phone number. The Customer can use the Service as long as they recharge at least once within a 12-month period, counted from the first call or their last recharge. Otherwise, the SIM card will be deactivated. Each recharge starts a new usage period of 12 months.

**8.3.** SIM Card United Telecom remains the owner of the SIM card provided to the Customer. The Customer agrees not to transfer, surrender, rent, destroy, allow third parties to use, or damage the SIM card in any way. They also agree to return the SIM card immediately upon United Telecom's first request. The Customer takes all necessary precautions to prevent misuse of their SIM card. Any attempt to copy the technical identification data of the SIM card and any fraudulent or unauthorized use of the SIM card is prohibited. The Customer undertakes not to decompile, analyze, reverse-engineer, create derivative software from, or use the SIM card in any other way than provided for in these general terms and conditions. The Customer is liable for any damage caused to United Telecom or third parties as a result of using the SIM card, regardless of the user and the mobile phone used, even in the case of theft or loss. In the event of loss or theft of the SIM card, the Customer remains liable for its use and payment until they notify United Telecom and request a temporary suspension of the SIM card in a phone call to United Telecom customer service (016/61 94 04) or by reporting it in a United Telecom store. The validity period of time-limited prepaid credit is not suspended and will therefore expire on the originally scheduled date. A new SIM card will be provided to the Customer, and a fee of 7 euros (including VAT) will be deducted from the customer's credit balance, and the Service will be reactivated. The Customer is solely responsible for correctly inserting the SIM card into their mobile phone. If the SIM card becomes blocked or damaged due to incorrect handling by the Customer, a new SIM card will be provided upon written request from the Customer. A replacement fee of 7 euros (including VAT) will be charged to the Customer, deducted from their credit balance. If the SIM card is defective due to a manufacturing defect or improper configuration, a new SIM card with the same number of units and expiration date as the defective card will be provided to the Customer free of charge.

**8.4.** Purchased bundles and free bundles obtained through recharge Both purchased bundles/options (SMS, minutes, or MB) and free bundles/options obtained through recharge are valid for 30 days from the Customer's recharge and are not carried over to the next month.

#### **9. Additional obligations of the Customer**

**9.1.** Upon United Telecom's request, the Customer shall provide the SIM card's identification number and/or the IMEI number (for identification of the terminal equipment) of the mobile phone used for United Telecom mobile services from which the call is made, in order to allow United Telecom to intercept, record, and/or store certain communications or call and identification data pursuant to an order from a competent judicial or administrative authority.

**9.2.** Without prejudice to other provisions of this agreement, the Customer shall refrain from the following actions, without this list being deemed exhaustive: • Using the service in a manner that makes it impossible to identify or locate the caller in the event of an emergency call or causes overload of the United Telecom network;

• Any attempt to copy the technical identification data of the SIM card and any fraudulent or unauthorized use of the SIM card; decompiling the SIM card or subjecting it to analysis, reverse engineering, or creating derivative software.

#### **10. Additional provisions regarding fees, costs, and invoicing modalities**

**10.1.** The duration of national and international calls is measured in seconds.

**10.2.** In addition to call charges or data forwarding costs, a connection fee may be charged when the Customer calls a connection on another network.

#### **11. Mobile networks do not cover the entire country 100%.**

United Telecom cannot be held responsible if the services are not operational in certain locations or during certain times. United Telecom will make all reasonable efforts to ensure optimal functioning of the services.

#### **12. Bill Shock - Rate Transparency**

**12.1.** Article 112 of the telecommunications law stipulates that telecom operators must notify their consumers when their bill reaches an upper limit starting from 01/02/2014 (referred to as "Bill Shock"). This limit is determined by royal decree and applies to all types of usage, not just mobile internet. Therefore, United Telecom will send a standard warning SMS to the Customer once the upper limit of 50€ incl. VAT is reached. Subsequently, the Customer will be notified for every additional 100€ (incl. VAT) of usage in the same manner. These warnings are provided free of charge. If the Customer wishes to modify the upper limit amount or deactivate the service, they can contact United Telecom via email: [billshock@united-telecom.be](mailto:billshock@united-telecom.be) or by phone at 016/44 92 31. It should be noted that these warnings are only for usage notification and the services will not be blocked by United Telecom, unlike the warning concerning mobile internet as described in Article 12.2.

**12.2.** In compliance with the applicable EU Regulation on Roaming, United Telecom implements a system of rate transparency and protection, whereby the Customer will be notified when they have consumed 100% of a specific financial threshold determined by the EU Regulation, set at 50 euros (excluding VAT). Roaming data sessions will be interrupted when the same financial threshold is reached, unless the Customer explicitly requests otherwise. The Customer may also choose, upon explicit request, not to benefit from this system of rate transparency and protection. The system of rate transparency and protection applies upon the explicit request of the Customer and automatically from 1 July 2010 (unless the Customer explicitly requests not to apply the system). United Telecom also notifies the Customer that certain devices may automatically and uncontrollably establish a data roaming connection, and the Customer can disable this automatic data roaming connection. Further information on this can be found in the user manual of the respective device.

Customer Information United Telecom alerts the Customer to potential dangers of using their mobile phone while operating a vehicle, as well as the interferences their mobile phone may cause near fuels, explosives, medical equipment, or navigation systems. United Telecom cannot be held liable for any damages resulting from the aforementioned factors, whether to the Customer or to third parties.

#### **Special Terms and Conditions for United Zero subscription**

If the Customer has no paid usage for two consecutive months, a one-time fee of 5 euros excluding VAT will be charged, and United Telecom may cancel the subscription in the following month.

**Special Terms and Conditions for Bundles**

Elements included in a bundle that are not consumed within the month will not be carried over to the next month.

**Special Terms and Conditions for Free VDSL Modem**

The Customer acknowledges having read the general terms and conditions attached to the order form, as well as the specific terms and conditions published on our website [www.united-telecom.be](http://www.united-telecom.be), and the rate list provided at the time of signing the order form. The Customer declares their acceptance of these general and specific terms and conditions, as well as the rates, without any reservations. The general and specific terms and conditions, along with the rate list, form an integral part of the resulting agreement. Within 14 working days from the day following the signing of the contract or placing the online order, the Customer has the right to withdraw from the purchase without any costs, provided they notify the seller by registered mail, unless the service has already been activated on the network. The activation fee remains the responsibility of the Customer and will not be refunded by United Telecom. Any provision waiving this right by the Customer is void. Regarding the observance of the deadline, it is sufficient that the notification is sent before its expiration. This agreement is entered into for a minimum period of 24 months. Reference should also be made to the provisions of the General Terms and Conditions. If you terminate this fixed-term agreement, United Telecom will charge you an additional fee depending on the value of the accompanying device (150€ incl. VAT). This fee represents the residual value of the end device, calculated based on a repayment schedule specifying the residual value of the end device for each month of the agreement's duration. A linear depreciation method is used to calculate the monthly depreciation of the end device over the term of the agreement. This promotion is available to new and existing customers, both individuals and businesses. We reserve the right to modify this promotion.

1. Fees for Suspension due to Non-Compliance with Obligations

- Consumers (VAT incl.): 30 €
- Business Customers (excl. VAT): 24.79 €

2. Charges for Additional GSM Services

- Duo SIM Card
  - Consumers: 3.00 €
  - Business Customers: 2.48 €
- Replacement SIM Card due to Loss, Theft, or Mishandling
  - Consumers: 7.00 €
  - Business Customers: 5.79 €
- Replacement SIM Card due to Manufacturing Defect or Incorrect Configuration
  - Free
  - Free

3. Charges for Additional Internet Services

- Technical Interventions: Problems caused in United Telecom's Infrastructure or Proximus' Infrastructure up to the Intro Point
  - Free
  - Free
- Technical Interventions: Caused in Customer's Infrastructure (from Intro Point onwards)
  - Consumers: 150 €
  - Business Customers: 123.97 €
- Technical Interventions: Late Appointment Cancellation or Customer Absence
  - Consumers: 60 €
  - Business Customers: 49.59 €
- Replacement of Internet Equipment (Modem, Router, etc.) due to Customer Error (e.g., Lightning Strike, Incorrect Handling, Physical Damage to the Device...)
  - Consumers: 99.00 €
  - Business Customers: 81.82 €
- Replacing Modem/Router that, according to the customer, is not functioning properly. After tests conducted by United Telecom, it is shown that the modem is not faulty, and a new modem will be sent.
  - Consumers: 50 €
  - Business Customers: 41.32 €
- Transfer of Internet Connection
  - Consumers: 50 €
  - Business Customers: 41.32 €
- Technical Interventions during Connection: No one present, no access, refusal...
  - Consumers: 60 €
  - Business Customers: 49.59 €
- Activation Costs ADSL-VDSL
  - Consumers: 59 €
  - Business Customers: 48.76 €
- New Modem/Router
  - Consumers: 99 €
  - Business Customers: 81.82 €
- Installation of Internet Connection (optional)
  - Consumers: 99 €
  - Business Customers: 81.82 €
- Splitter
  - Consumers: 3.00 €
  - Business Customers: 2.48 €