

General terms and conditions P-Tel SA

This document contains the general conditions, which are the only conditions that apply to the P-Tel Service as defined in article 1.

Except in the event of express prior written agreement to the contrary, the acceptance of these conditions by the Customer, as defined in article 1, expressly excludes the application of any provisions contrary to these general conditions.

The general conditions (including the documentation) and the price list constitute the entire contract concluded between the Customer and P-Tel sa.

Any person who wants to use the P-Tel sa service, as defined in article 1 of these general conditions, may register with P-Tel sa without obligation on his part.

[P-Tel sa] shall then put the necessary connections in place to reserve access for the pre-registered person to the Service provided by P-Tel sa.

These general conditions shall apply to any pre-registered person as of the moment he dials the "1616" prefix for the first time for the call-by-call, or as of the implementation of the pre-selection.

This shall only be after having dialed the "1616" prefix or after implementing the pre-selection on his fixed telephone line that any pre-registered person contracts with P-Tel sa and becomes a Customer of P-Tel sa.

The Customer has the right to notify P-Tel sa of his renunciation of the purchase, without penalty and without stating reasons, within 7 working days of the day after the day on which the Customer receives the present written confirmation, while still being subject to the charges resulting from his use of the service, so that P-Tel sa will rightfully invoice him for his consumption.

ARTICLE 1 : Definition. "Service" means the national and international switched telephone and facsimile service provided to the Customer by P-Tel sa from a fixed telephone line in Belgium, satisfying the characteristics set out in the P-Tel sa documentation, excluding certain calls as defined in this aforementioned documentation.

This documentation was given to the customer with the general sales conditions and forms an integral part of them.

ARTICLE 2 : The purpose of these general conditions is to define the terms and conditions of the provision and use of the Service, which enables the Customer to establish telephone and facsimile communications to the national and international telephone network and to receive calls.

ARTICLE 3 : Conditions of access to the Service.

3.1. The Customer undertakes to observe these general conditions, upon penalty of suspension or termination of this contract.

3.2. Access to and maintenance of the Service are subject to the Customer having a telephone subscription with a local loop operator.

The Service may be accessed either by dialing the "1616" prefix or by pre-selecting P-Tel sa, which shall then be automatically selected without the Customer needing to dial the "1616" prefix.

In this last case, the Customer shall of course be able to select another operator on a call-by-call basis by using a prefix.

On the other hand, and in accordance with the regulations, a Customer may not pre-select more than one operator at a time.

3.3. The Customer may renounce the pre-selection service offered by P-Tel sa by sending an ordinary letter to P-Tel sa at the address given in the documentation, or by submitting a request to the local loop operator in accordance with the pre-selection contract.

3.4. Deposits, down payments and guarantees.

P-Tel sa reserves the right, at the time of initial access or afterwards, to ask the Customer to pay a guarantee, a down payment, or a preferential mode of payment.

This shall be the case in particular if the Customer is in a state of cessation of payment, if he is registered in a database of payment incidents, or simply further to a delay in payment.

ARTICLE 4 : Suspension of the service.

4.1. In order to prevent any fraudulent use of the Service and to protect the interests of the Customer, in the event of abnormal consumption P-Tel sa shall be entitled to suspend the Service.

4.2. Any unpaid invoices may give rise to the suspension of the Service, under the conditions described in article 9.2, for as long as the situation has not been rectified.

4.3. In the event of the Service being suspended for a period of more than two months, P-Tel sa may automatically terminate this contract by sending a registered letter.

ARTICLE 5 : Duration and termination.

5.1. The contract is concluded between P-Tel sa and the Customer for a period of indefinite duration.

5.2. The Customer may end the contract at any time by sending an ordinary letter to P-Tel sa.

P-Tel sa may terminate the contract by giving notice of 30 days by sending a registered letter to the Customer.

5.3. Without prejudice to the other provisions of these general conditions, P-Tel sa may suspend the Service or end the contract after a default notice has remained without effect for 30 days, if the Customer does not respect one of the contractual clauses, or if the Customer is insolvent or subject to proceedings for the collective settlement of debts, composition, compulsory liquidation or bankruptcy.

5.4. Without prejudice to the other provisions of these general conditions, P-Tel sa may suspend the Service or end the contract, without a default notice and with immediate effect, in the event of the illicit use of the service, or in the event of serious or repeated non-observance of these general conditions.

5.5. In the event of termination, the Customer who uses the communication prepayment formula may continue to use the Service in accordance with these general conditions, and up to the limit of the sum advanced and not yet consumed on the date of the contract termination.

ARTICLE 6 : Use of the Service

6.1. The Customer alone shall be responsible for the use of the Service, in accordance with his normal practice, the laws and regulations, these general conditions and the P-Tel sa documentation. The Customer shall be responsible for looking after his equipment. He shall ensure that no other person has access to the Service. In the event of him being aware that another person is accessing it, the Customer shall immediately inform P-Tel sa of the fraud and confirm this information by registered letter.

6.2. P-Tel sa may notify the Customer of changes to the conditions of use of the Service or its offer, justified in particular by changes in the technical conditions or regulations. Further to the intervention of the public authorities, P-Tel sa may be caused to change the prefix.

It may interrupt the Service for operational reasons, maintenance, or in the event of an emergency.

6.3. P-Tel sa undertakes to inform the Customer as soon as it knows of the dates of scheduled interruptions, and to reduce the daytime period of non-availability as much as possible (procedures generally done at night).

ARTICLE 7 :

7.1. The Customer shall connect to the Service using telecommunications terminal equipment in accordance with the regulations for the approval of telecommunications terminal equipment. P-Tel sa may not be held liable in the event of the poor use of the network, poor functioning of the terminal and/or its accessories.

7.2. P-Tel sa may not be held liable in the event of the poor operation or non-operation of the interconnection network of the local loop operator and the physical lines linking the Customer.

7.3. P-Tel sa shall not be liable for damage resulting from the content of the communications. P-Tel sa may not be held liable for the services offered by third parties accessible over the P-Tel sa network, nor for the charging of these services.

7.4. P-Tel sa may not be held liable for damage resulting from the intervention of a third party.

7.5. P-Tel sa may only be held liable for direct damage suffered by the Customer for which he demonstrates that the wrongful acts of P-Tel sa have caused him direct damage.

7.6. In the event of force majeure, the obligations of the prevented party shall be suspended.

In such a case, P-Tel sa shall only be bound to perform its obligations as soon as is reasonably possible. Without this list being exhaustive, the following are expressly considered as cases of force majeure, the blockage of the telecommunications networks, inaccessibility of the local loop caused by the fact or decision of one or more operators, the late or defective non-performance of contracts with P-Tel sa by contractors, the non-operation or defective operation of the service further to a strike, illness of staff, interruption of work, power blackout, lockout, war or riot, acts of royalty, an act or omission of the government or other public authorities, a national or local state of emergency, fire, lightning, explosion, flood, storm, the action of a third party.

ARTICLE 8 :

8.1. The Customer shall be charged for accessing the Service according to the P-Tel sa prices given in the P-Tel sa documentation.

In the event of these prices being changed, P-Tel sa shall take the necessary measures to inform the Customer of them at least fifteen working days before a price increase, and at least one day before a price decrease. The Customer who does not accept the change may terminate the contract in accordance with the requirements of article 5.2.

8.2. The Customer may obtain the prices in force from P-Tel sa customer service.

8.3. The customer shall be the debtor of the entire sum due and invoiced under the contract concluded with P-Tel sa.

All the calls made and ending on the P-Tel sa network shall be due by the Customer at the price in force for the offer he has accepted.

ARTICLE 9 : P-Tel sa shall offer the Customer two distinct payment methods: prepayment or post factum billing for the communications. The Customer may request the payment formula to be changed by sending an ordinary letter to P-Tel sa. In agreement with the Customer, P-Tel sa shall set up the means to allow the Customer to benefit from the formula he has chosen.

9.1. Prepayment: if the Customer chooses the prepayment formula, he shall automatically benefit from the advantages and obligations linked to the opening of a "P-Tel sa Account".

He undertakes to authorize P-Tel sa to deduct the sum whose amount is defined in the P-Tel sa documentation, which he has been informed of. This sum shall be credited to the P-Tel sa Account of the Customer. In return, the Customer shall have immediate access to the service offered by P-Tel sa, within the limits of the sum thus paid. The sums, which are not refundable, shall be credited to the P-Tel sa Account to enable the purchase of communications throughout the duration of the contract. The account shall be debited as the Customer uses the P-Tel sa Service, up to the level of the sums due in relation to the applicable rate to the time of the call.

If the Customer, who expressed a desire to benefit from the prepayment formula at the time of his registration with P-Tel sa, has not issued the deduction authorization necessary to set up the prepayment, within a period of 5 days of its receipt, P-Tel sa shall be able to automatically apply the post factum billing to him, as described in article 9.2 of these general

conditions. In order to facilitate the use of the Service by the Customer, when the balance of his P-Tel sa Account reaches the sum indicated in the documentation, P-Tel sa shall then make a new deduction according to the amount indicated in the documentation.

In the event of the deduction being rejected by the bank of the Customer, P-Tel sa shall contact the Customer in order to examine the situation with him.

If a solution enabling the prepayment formula to be maintained for the Customer has not been found by mutual agreement within a period of 30 days, the post factum billing formula shall be applied to the Customer, as described in article 9.2 of these general conditions, for the amount of the communications exceeding his previous payment as well as for his communications to come.

In such a case, the Customer shall also lose the advantages linked to the unpaid deduction.

In particular, P-Tel sa shall debit from the P-Tel sa Account of the Customer the "bonus" sum paid at the time of making the rejected deduction.

The Customer may consult the level of his consumption by telephoning the number specified in the P-Tel sa documentation or on the Internet site www.ptel.be. In the event of the consumption leading to P-Tel sa making more than two deductions per month for two consecutive months, P-Tel sa shall deduct a higher amount than that stipulated in the P-Tel sa documentation.

In the interests of the Customer, P-Tel sa may also propose to this last-mentioned at any time that his communications are settled according to the post factum billing system, as described in article 9.2. of these general conditions, insofar it believes that this formula best corresponds to the interests of the Customer, considering his consumption structure.

P-Tel sa may also give the customer a PIN code to give him access to new services.

If the customer uses a service for which a PIN code is required, the customer shall be responsible for keeping his PIN code confidential and for the use of it.

9.2. Post factum billing: P-Tel sa may draw up the invoice in the calendar month following the reference period.

If the level of consumption is too low in a given month, the amount due for this period shall be carried forward to the next month.

In any event, the communications shall be charged to the Customer every three months.

The invoices shall be payable 15 days after the invoice date.

A first reminder will be issued for any invoice not paid by the due date and its cost charged to the customer. The Service shall be suspended after a reminder has been sent and has remained without effect for 15 days.

The Customer shall also owe the costs of collection, including, but not limited to, reminder costs and/or formal notice, as well as interest on arrears calculated on the basis of one and a half times the legal interest rate, payable as of the due date.

The costs of collection in the event of obtaining an enforceable instrument or enforced performance by P-Tel sa shall be to the charge of Customer.

All unpaid invoices shall be forwarded to a collection agency if the first reminder remains without effect for 15 days.

9.3. Any complaint or request for information concerning an invoice or a debit notice must reach P-Tel sa by registered letter with acknowledgement of receipt within 10 days of its receipt by the Customer.

In the event of a complaint, the customer shall nevertheless be bound to pay on the due date the amount of the undisputed communications invoiced post factum.

9.4. In the event of a dispute relating to a debit or the amount of an invoice, the parties agree that the itemized telephone communications registered on the P-Tel sa exchange, or as itemized by another telecommunications operator, shall be deemed to count as proof between the parties, without prejudice to any other proof that the Customer might report.

ARTICLE 10

10.1. The Customer undertakes to inform P-Tel sa of any change of address as soon as he knows of such a change.

10.2. The contract may not be transferred by the Customer, entirely or partially, without the prior express written consent of P-Tel sa.

P-Tel sa may transfer all or part of the contract, subject to informing the Customer of this.

Moreover, P-Tel sa may use any subcontractor of his choice to perform this contract, provided that the subcontractor is bound towards the Customer under the same terms.

10.3. Any tolerance of P-Tel sa towards the Customer regarding the application of any one of the clauses of these general conditions may not under any circumstances be interpreted as a renunciation to apply it at any time.

10.4. Any costs incurred by the Customer in the event of non-observance of the obligations of P-Tel sa under this contract shall be to the charge of P-Tel sa.

10.5. Protection of privacy: personal data received from the Customer shall be processed by P-Tel sa for the purpose of telecommunications, the management of complaints and billing, or for the management of Customer information.

The Customer who provides proof of his identity shall be entitled to access the personal data concerning him, as well as to rectify these data.

He may object to the processing of the personal data concerning him if these data have been acquired for a direct marketing purpose.

10.6. P-Tel sa shall also give asbl Preventel, mentioned in article 9.2, data of a personal nature relating to customers who do not satisfy their obligations towards P-Tel sa, in order to register these customers in the common file for the members of the said.