GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

Belgium-Voip SRL/BV – Avenue Daniel Boon 14, B-1160 Auderghem – Company no. BE 0477.415.984 – www.belgium-voip.com

This is an English translation of the French general terms and conditions of Belgium-Voip. It is provided for information purposes. In the event of any discrepancy or dispute as to interpretation, the French version shall prevail.

Where a contract is concluded at a distance, the consumer has the right to withdraw from the contract within 14 days of subscribing. In the event of withdrawal, the consumer shall nevertheless pay for the Services used before the withdrawal and, where applicable, return the products ordered.

1. DEFINITIONS

The terms and expressions used in these general terms and conditions shall have the following meanings:

- **Acceptable Use Policy or AUP:** the acceptable use policy as published on the website http://www.belgium-voip.com.
- **Client:** the natural or legal person with whom the Contract is concluded.
- **Contract:** the contract between the Client and Belgium-Voip SRL/BV, made up of the following documents, where applicable: (a) the order form, the confirmation and any annexes, (b) the conditions specific to the Service, (c) these general terms and conditions and (d) the AUP, all of which may be consulted on the website http://www.belgium-voip.com. Each element forms an integral part of the Contract.
- **LPC:** the Belgian Law of 14 July 1991 on trade practices and consumer information and protection.
- **Belgium-Voip SRL/BV:** Belgium-Voip SRL/BV, with registered office at Avenue Daniel Boon 14, B-1160 Auderghem, registered with the Crossroads Bank for Enterprises under number BE 0477.415.984.
- **Service:** all the services provided by Belgium-Voip SRL/BV for which the Client has concluded a Contract with Belgium-Voip SRL/BV.

2. PURPOSE

2.1. This document sets out the general terms and conditions governing the provision of services and the sale of products by Belgium-Voip SRL/BV to the Client. By subscribing to the Service or purchasing a product, the Client waives the right to apply its own general terms and conditions of purchase.

2.2. In the event of a contradiction between the documents, the following order of priority applies: 1. the order form, the confirmation and any annexes, 2. the conditions specific to the Service, 3. these general terms and conditions, 4. the AUP, unless otherwise expressly agreed in writing between the parties.

2.3. Amendments or additions to the Contract only apply after the explicit written agreement of Belgium-Voip SRL/BV.

2.4. Belgium-Voip SRL/BV reserves the right to amend the general terms and conditions at any time. Such an amendment shall also apply to Contract(s) already concluded. Amendments shall enter into force 30 days after notification or at any other time specified in the notification. Insofar as an amendment is not reasonably acceptable to the Client, the Client may terminate the Contract without penalty no later than the last day of the month following the entry into force of the amendments.

3. SERVICES

3.1. Belgium-Voip SRL/BV shall endeavour to provide the Service in accordance with industry standards.

3.2. Delivery times for the Service or a product are given for information purposes only. The Client is not entitled to claim damages or to terminate the Contract if delivery times are exceeded.

3.3. Belgium-Voip SRL/BV reserves the right to modify the configuration of the network, equipment or passwords, provided that the quality of the Service is not significantly affected. Belgium-Voip SRL/BV shall endeavour to notify the Client of such a modification in good time. Belgium-Voip SRL/BV may, to the extent necessary, interrupt the Service for operational reasons or in the event of emergency maintenance.

3.4. Belgium-Voip SRL/BV shall endeavour to ensure robust security of the Service. However, Belgium-Voip SRL/BV cannot be held liable for damage suffered by the Client and/or a user or third parties as a result of insufficient protection. Where the Client and/or a user has established or suspects that third parties have accessed the Service unlawfully, for example by using the password of the Client and/or the user, the Client shall notify Belgium-Voip SRL/BV within 5 working days. Belgium-Voip SRL/BV disclaims all liability for damage resulting from such unlawful access to the Service.

3.5. When the Client makes a call, the Client's number will appear on the screen of the called party's device, provided that the called party's device supports number display and that the Client has not objected to the transmission of its number. Where the number is with another national operator, the number will be transmitted to that operator if a reciprocal agreement exists with that operator. The Client may permanently prevent its number from being displayed to the called party (private number). However, Belgium-Voip SRL/BV will transmit the Client's geographic number to the emergency services, even if the Client has opted for a private number. The Client may change the permanent options on a call-by-call basis, provided that its device supports this function. In the event of call forwarding, only the number of the first connection through which the call is forwarded is communicated to the called party.

3.6. The Client may request the transfer of a number assigned by another operator to the Belgium-Voip SRL/BV network, or from Belgium-Voip SRL/BV to a third-party operator, with the exception of nomadic VoIP numbers. The Client shall contact the operator to which it wishes to transfer its number, which will take the

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necessary steps to transfer the number. During the transfer, the Client may be unreachable for some time.

3.7. The VoIP Service through which a geographic number has been assigned to the Client gives access to the emergency services, except in the event of a power failure. The Client acknowledges that the VoIP Service will not be used nomadically, in order to avoid, among other things, the caller's location not being known to the emergency services. The Client shall not move its equipment or activate it at a location other than the one stated in the Contract and/or the order form. The Client shall be liable for the costs of any unnecessary call-out of the emergency services.

3.8. The Client expressly acknowledges that the nomadic VoIP Service and any associated nomadic number do not give the Client access to the emergency services. Belgium-Voip SRL/BV cannot be held liable for any injury, damage or costs arising from the emergency services not being reachable (in time).

3.9. The Client must choose a number (geographic or nomadic) in the same telephone zone as its main residence or place of business. If this condition is not or is no longer met, Belgium-Voip SRL/BV reserves the right to change the number and assign a new number in the telephone zone of the Client's main residence or place of business. The main residence must be located on Belgian territory. The burden of proof lies with the Client and not with Belgium-Voip SRL/BV. Belgium-Voip SRL/BV cannot under any circumstances be held liable and excludes any compensation that the Client might claim.

3.10. Belgium-Voip SRL/BV reserves the right to change the number assigned to the Client in the event of a change to the numbering plan or a decision of the regulator. In such a case, Belgium-Voip SRL/BV shall endeavour to limit the impact on the Client.

3.11. The duration of a call to a Premium Number with prefix 090X and per-minute billing will be automatically limited to 10 minutes. Calls to a Premium Number with prefix 905 will be blocked if the caller's charges reach €50 (VAT included) per day.

3.12. The Client is entitled to a free listing of its details in the white pages directory, in accordance with the law.

3.13. In accordance with the regulations in force, Belgium-Voip SRL/BV is required to pass on the Client's details, and any changes to them, to directory publishers and directory enquiry service providers, unless the number is private or the Client has explicitly stated that it does not wish to be included in these files.

3.14. The Client is responsible for the accuracy of the details it provides to Belgium-Voip SRL/BV. Any change of details will be entered as quickly as possible in the white pages directory database and in the directory enquiries file.

3.15. The directory enquiry services with which Belgium-Voip SRL/BV has concluded an agreement provide, by telephone or via the Internet, to anyone who requests it, any non-private number together with the other details included in the directory or intended for that purpose.

3.16. A Client receiving malicious calls may ask Belgium-Voip SRL/BV to identify the number from which these calls originate. If identification is technically possible, Belgium-Voip SRL/BV will ask the holder of the number to stop the calls. If the Client nevertheless continues to receive such calls, it may contact the Ombudsman Service. At the request of the Ombudsman Service, Belgium-Voip SRL/BV will provide it with the identity and address of the holder of the number from which the malicious calls originate, so that they can be communicated to the Client.

4. PRICES

4.1. Prices as specified in the various offers or proposals other than on the website are exclusive of VAT, unless otherwise stated.

4.2. Products are invoiced upon shipment or installation. Services provided are invoiced monthly, with an invoice issued at the end of each elapsed calendar month. The Client pays this invoice by direct debit and, in any event, no later than fifteen (15) days after its issue.

5. PAYMENT TERMS AND FINANCIAL GUARANTEE

5.1. All invoices are payable within 15 calendar days of the invoice date.

5.2. Unless disputed by registered letter within the payment period, the invoice shall be deemed irrevocably and unconditionally accepted.

5.3. If an invoice is not paid by its due date, Belgium-Voip SRL/BV will send a payment reminder by ordinary mail, which shall constitute formal notice. If the reminder remains without effect, Belgium-Voip SRL/BV will increase, from the date of the reminder, any amount still due by contractual late-payment interest at an annual rate of 12%, with a minimum of €50, plus, without prejudice, a fixed indemnity (penalty clause) of 10%, with a minimum of €20 per invoice, without prejudice to any claim for damages and any other action, including legal proceedings, necessary to safeguard the interests of Belgium-Voip SRL/BV.

5.4. The defaulting Client shall also bear the costs of formal notice and the investigation costs incurred by a bailiff and/or lawyer, as well as the costs of reminders and correspondence sent by registered mail by Belgium-Voip SRL/BV and/or its advisers.

5.5. Belgium-Voip SRL/BV may also pass on to the defaulting Client the rejection costs charged if a direct debit is refused by the Client's bank. In addition, the Client expressly agrees that Belgium-Voip SRL/BV may suspend some or all of the services until full payment of all amounts due by the Client. Belgium-Voip SRL/BV will deactivate the Client's service(s), which will be invoiced at the applicable rate. The Client may use the services again after full settlement of the amounts due (including late-payment interest and the fixed indemnity) and payment of any amounts payable in advance, where applicable.

5.6. If the Client does not regularise its situation before the end of the month following the suspension of the services, Belgium-Voip SRL/BV may terminate the contract automatically and without further formal notice.

5.7. In the event of non-payment or after termination, legal proceedings will be brought against the Client for

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payment of the amounts still due, namely the principal claims (amount of the invoices due), the contractual and fixed interest, the costs of formal notice and of investigation by a bailiff, as well as the court costs (summons, registration and enrolment) and the procedural indemnity set in accordance with article 1022 of the Belgian Judicial Code. In any event, collection and non-payment costs shall be borne by the Client.

5.8. Belgium-Voip SRL/BV reserves the right not to re-subscribe a Client whose account remained in debit under a previous contract.

5.9. Should Belgium-Voip SRL/BV nevertheless decide to re-subscribe the Client, Belgium-Voip SRL/BV is entitled to charge a reactivation fee of €25.

5.10. The Client undertakes to inform Belgium-Voip SRL/BV immediately of any change in its details (such as a change of address or bank).

5.11. Insofar as the Contract concerns the supply of equipment whose ownership is transferred to the Client, Belgium-Voip SRL/BV retains ownership until all payments due have been made.

5.12. Payments made by the Client shall be allocated first to the interest and costs due and then to the principal amount, notwithstanding any indication by the Client that a payment relates to a different invoice.

5.13. Belgium-Voip SRL/BV reserves the right to change or index the prices of the Service or Products. Such changes also apply to contracts already concluded. In the event of a price increase, the Client has the right to terminate the Contract without penalty no later than the last day of the month following receipt of the first invoice after the changes have entered into force, except in the case of indexation.

5.14. Belgium-Voip SRL/BV reserves the right to require a guarantee from the Client, which may not exceed 20% of the value of the Contract, after a late payment or payment incident, or if the value of the Contract justifies it, or where the information provided by the Client is incomplete or verification of that information justifies it. "Value of the Contract" means the total amount owed by the Client to Belgium-Voip SRL/BV or that would be owed over a period of 12 consecutive months.

6. OBLIGATIONS OF THE CLIENT AND/OR THE USER

6.1. The Client is responsible for using the Service with due care, in accordance with the laws and regulations in force, the terms of the Contract and the AUP. The Client undertakes not to use the Service for anything other than lawful purposes.

6.2. The Client warrants that it holds the licences required to put into service and use any of the Client's equipment.

6.3. The Client shall take proper care of the equipment. The Client authorises Belgium-Voip SRL/BV to monitor and check the Service equipment remotely at any time. The Service equipment may under no circumstances be moved or modified without the involvement of Belgium-Voip SRL/BV. The Client shall be liable for any damage to the Service equipment or to the network resulting from a malfunction or failure of any equipment installed by the Client or its customers.

6.4. Use of the Service may involve risks of intrusion by third parties or of viruses affecting the Client's computer system. It is the Client's responsibility to take all appropriate measures to ensure that no other person has access to the Service without its authorisation and to protect its data and software.

6.5. Belgium-Voip SRL/BV may, on its own initiative or at the request of any competent authority, disclose, delete, modify or move any content that breaches these general terms and conditions or is otherwise objectionable.

6.6. The Client and/or the user may not carry out procedures or activities which it can reasonably assume may have a harmful impact on Belgium-Voip SRL/BV and/or on the use of the Service by other clients.

6.7. Any breach of the provisions of this article 6 constitutes a serious breach of the obligations under this Contract.

6.8. The Client undertakes to indemnify Belgium-Voip SRL/BV for any loss it may suffer as a result of a breach of the obligations described in this article 6 and/or of any action brought by a third party against Belgium-Voip SRL/BV as a result of the Client's failure to comply with the obligations described in this article 6.

7. HARDWARE AND SOFTWARE

7.1. Goods, even when shipped carriage paid, are transported at the Client's risk.

7.2. Without prejudice to the statutory provisions, the warranty on hardware and/or software sold and/or installed by Belgium-Voip SRL/BV is granted by the manufacturer/software author within the limits set by it, from the date of purchase/start of the user licence.

7.3. The Client obtains only a personal, non-transferable and non-exclusive right to use the software and user documentation made available by Belgium-Voip SRL/BV. Belgium-Voip SRL/BV and its licensors retain at all times all intellectual and industrial property rights, including copyright in the software, the documentation and the media supplied on which the software is made available. By the mere fact of using the software and/or documentation, the Client agrees to the related licence terms. The Client is prohibited from copying the software and related documentation, except for normal back-up purposes, from making or having made any changes or additions to the software and documentation, and from disclosing all or part of the software and documentation to third parties in any form whatsoever. The Client and/or the user shall not remove or alter any mark identifying ownership or origin.

8. TERM AND TERMINATION

8.1. The Contract enters into force on the date on which Belgium-Voip SRL/BV accepts the request, as evidenced by a Contract, an order form or the performance of the Contract by Belgium-Voip SRL/BV.

8.2. The Contract is concluded for a minimum term of 6 months, unless otherwise stated in the conditions specific to the Service or in the order form. If the Client wishes to terminate a Contract early, before its expiry, a termination fee shall be due equal to the full total

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monthly cost of the remaining period. On expiry of the initial term, the Contract will be renewed for a new period of 6 months unless 30 days' notice is given by registered letter before the end of the current period. Each party is entitled to terminate the Contract in writing at any time subject to one month's notice.

8.3. Terminations must always be made by registered letter.

8.4. In the case of prepaid call credit, and unless otherwise agreed in writing, the Client accepts that (i) the telephone number assigned to the Client will be permanently withdrawn if the call credit has been at zero (0) for more than 2 months, and that (ii) the call credit remains valid for a maximum period of 6 months following the last purchase (first purchase or top-up). After that period, the call credit shall be deemed to have expired.

9. LIABILITY

9.1. The provision of the Service constitutes an obligation of means. Belgium-Voip SRL/BV is responsible for the provision of the Service up to the point of connection to the Client's network.

9.2. Belgium-Voip SRL/BV gives no warranty as to the operation of the Service. Except in the case of gross negligence or wilful misconduct, Belgium-Voip SRL/BV is not liable for the Service being interrupted or its quality being reduced.

9.3. Under no circumstances may Belgium-Voip SRL/BV, including its employees, agents, subcontractors and suppliers, be held liable, in particular, for the following:

- the Service not meeting the objectives set by the Client;
- the content of information transmitted or made accessible by the Client to third parties via the Service, and vice versa;
- any misuse or fraudulent use of the Service by the Client or a third party;
- technical problems or failures, network failures and the maintenance of the telecommunications equipment required for the Service, such as the telephone connection, the (computer) hardware and the related software;
- the choice, use and objectives pursued by the Client in connection with the Service;
- the time between the request for the Service and its delivery or actual connection, any late connection or the rejection of the request for the Service;
- the costs, indemnities or damage caused by the Client's failure to comply with its obligations under the Contract;
- a breach of the law by the Client;
- any possible damage to information, computer files or data that may arise from the Client's use of the Service, the network and the equipment relating to the Service;
- Internet access times, data transmission times or quality, and any access restrictions to networks and servers connected to the Internet.

9.4. Belgium-Voip SRL/BV cannot be held liable for any indirect damage, whatever the type of action brought, whether tangible or intangible, and in particular for surplus staff or temporary lay-offs, any provisions, loss of earnings, loss of data, revenue, profit, opportunities, clientele and/or orders, reduced business prospects, increased expenses or insufficient reduction of projected savings, regardless of whether such damage was foreseeable.

9.5. The Client shall hold Belgium-Voip SRL/BV harmless against all costs, indemnities, damages, actions, expenses and proceedings resulting from actions brought by third parties concerning the acts, faults or negligence of the Client.

9.6. In all cases in which Belgium-Voip SRL/BV is liable to the Client under the Contract, the total liability of Belgium-Voip SRL/BV shall be limited to the lower of (i) all payments made by the Client to Belgium-Voip SRL/BV under the Contract during the 6 months preceding the incident giving rise to the liability of Belgium-Voip SRL/BV, or (ii) €500.

9.7. Complaints or disputes relating to the Services provided by Belgium-Voip SRL/BV must always be sent to Belgium-Voip SRL/BV by registered letter: in the case of delivery of products, within 10 working days of delivery; in the case of provision of a Service, within 10 working days of connection or of the incident. In the absence of a dispute, the Services and products supplied shall be deemed irrevocably and unconditionally accepted.

10. SUSPENSION AND TERMINATION OF THE CONTRACT

10.1. Belgium-Voip SRL/BV reserves the right to suspend the provision of a Service or the delivery of a product in the event of a breach of a contractual obligation by the Client, after sending written formal notice which has not resulted in the breach ceasing within 5 working days of the date of the notice. Belgium-Voip SRL/BV reserves the right to charge the costs of restoring the Service.

10.2. Without prejudice to its right to claim damages, Belgium-Voip SRL/BV has the right to terminate the Contract (and therefore permanently stop providing the Service) automatically, without formal notice and without prejudice to the Client's obligation to pay the amounts due:

- if the contractual breach referred to in article 10.1 persists;
- if the guarantee under article 5 has not been paid by the date set by Belgium-Voip SRL/BV;
- if the Client is bankrupt, insolvent or has ceased payments, or if its creditworthiness is impaired, or in the event of liquidation or dissolution of the Client;
- if the Client requests a period of grace from one or more of its creditors;
- if all or part of the Client's assets are seized at the request of a creditor, or in the event of other enforcement or protective measures against the Client's assets;
- if there is evidence or strong presumption of fraud on the part of the Client, or if the Client has provided false information;
- in the event of abnormal increases in the Client's usage charges;

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- in the event of an order or instruction from an administrative or judicial authority.

11. FORCE MAJEURE

11.1. Neither party can be held liable for any damage suffered by the other party if it fails to meet its obligations under the Contract, with the exception of obligations to pay a sum of money, as a result of a force majeure event.

11.2. Unforeseen circumstances which prevent the performance of the Contract, or which burden it and/or make it disproportionately costly to the point that strict compliance with the Contract cannot reasonably be required of the other party, are treated as force majeure events. The following are therefore considered force majeure events in particular: strikes, occupation of a company's premises, epidemics, breach of contract by or shortages at suppliers of Belgium-Voip SRL/BV, natural disasters or legal or administrative restrictions.

12. ASSIGNMENT – SUBCONTRACTING

12.1. The Client may not assign its rights and obligations under the Contract to third parties, in whole or in part, without the prior written consent of Belgium-Voip SRL/BV.

12.2. Belgium-Voip SRL/BV shall be entitled to assign its rights and obligations under the Contract to third parties, in whole or in part, without the Client's authorisation.

12.3. Belgium-Voip SRL/BV reserves the right to engage one or more subcontractors to perform all or part of the Contract, without being released from its contractual obligations towards the Client.

13. PRIVACY PROTECTION

13.1. The personal data provided by the Client are recorded in the files of Belgium-Voip SRL/BV. Belgium-Voip SRL/BV processes the Client's personal data for the following purposes: provision and invoicing of telecommunications services, interconnection with other operators and its invoicing, dispute management, management of the relationship with the Client, market research, production of directories and directory enquiry or URL address directory services, combating fraud and offences, quality control of the service, sending commercial information and running campaigns for the Client on the products and Services of Belgium-Voip SRL/BV and of other companies with which Belgium-Voip SRL/BV has a contractual relationship. The data will only be communicated to third parties for the purposes specified above. The Client may object to the processing of its personal data for direct marketing purposes by contacting customer service. Private numbers are never marketed.

13.2. The Client's data will be kept in accordance with the retention periods laid down by the regulations.

13.3. The Client has a right of access to and rectification of its personal data.

14. OMBUDSMAN SERVICE FOR TELECOMMUNICATIONS

14.1. In the event of a complaint, the Client shall contact the Customer Service of Belgium-Voip SRL/BV. If the Client is not satisfied with the handling of its complaint, it may contact the Ombudsman Service for Telecommunications (Service de Médiation pour les Télécommunications), Place des Barricades 1, 1000 Brussels, tel.: 02 223 09 09, fax: 02 219 86 59, e-mail: plaintes@mediateurtelecom.be, website: www.mediateurtelecom.be. Complaints submitted to the Ombudsman Service are only admissible if the Client can show that it first took steps with Belgium-Voip SRL/BV.

14.2. A complaint to the Ombudsman for Telecommunications will only be admissible if the client can prove that it first contacted Belgium-Voip SRL/BV.

14.3. The Ombudsman Service for Telecommunications may refuse to handle a complaint relating to events that occurred more than one year before the complaint was filed.

14.4. The examination of a complaint ends when it becomes the subject of legal proceedings.

15. ADMISSIBILITY – APPLICABLE LAW – JURISDICTION

15.1. Any dispute concerning the performance or interpretation of the Contract must be brought by the Client, on pain of inadmissibility, within 6 months of the occurrence of the cause giving rise to the action.

15.2. The Contract is governed by Belgian law. The courts of Brussels have jurisdiction.

15.3. The Client acknowledges that communications sent by e-mail by Belgium-Voip SRL/BV have the force of written evidence.

16. MISCELLANEOUS

16.1. If any provision of this Contract is declared null and void by the application of a law, a regulation or a judicial or administrative decision, the other provisions shall remain in full force.

16.2. The fact that one of the parties tolerates a situation or does not exercise or enforce any of the rights conferred on it by this Contract shall not be considered a waiver of that right (or of any other right).

16.3. Neither party may claim that the conclusion of the Contract creates any particular legal structure, partnership, joint venture, agency contract or any other form of collaboration between the parties.

16.4. The Contract constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, offers, requests and statements concerning the subject matter of the Contract.

CONDITIONS FOR THE PROVISION OF THE PREMIUM NUMBER SERVICE

17. GLOSSARY FOR THE PREMIUM NUMBER SERVICE

The terms and expressions used in these conditions for the provision of the Premium Number Service shall have

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the following meanings:

- **Code of Ethics:** a code of conduct agreed between operators in Belgium concerning the use of Premium Numbers.
- **Client:** the natural or legal person or company that has concluded a contract with Belgium-Voip SRL/BV for access to the Premium Number Service, the purpose of which is to provide information to the public via the Belgium-Voip SRL/BV network.
- **User:** the caller who accesses the information available via a Premium Number.

18. PROCEDURE FOR CONCLUDING THE CONTRACT AND TERM

18.1. When submitting a request for access to the Premium Number Service, the Client shall provide Belgium-Voip SRL/BV with its company number. If the Client benefits from a legal exemption from registration in the register of legal entities (RPM/RPR) and/or from VAT liability, it shall provide proof thereof.

18.2. The Client must specify the type of information it will make available to the public.

18.3. If the final recipient of the calls is a third party, its prior written consent is required before the Premium Number Service is activated.

18.4. Belgium-Voip SRL/BV may refuse to approve the Client's order if the Client does not accept these conditions.

18.5. The Contract is concluded for a fixed period of one year from the date of signature of the Contract. The Contract will be tacitly renewed for 2 consecutive years, unless terminated by either party subject to 2 months' notice.

19. PREMIUM NUMBER SERVICE AND OBLIGATIONS OF BELGIUM-VOIP SRL/BV

19.1. The Premium Number Service enables Clients to make information available to the User via the public telephone network. The amounts collected by Belgium-Voip SRL/BV for traffic routed to a Premium Number marketed by a Client will be partly passed on to the Client in accordance with the conditions described below.

19.2. Belgium-Voip SRL/BV cannot guarantee that a User will be able to access the Premium Number(s). Such accessibility depends on the terms of the interconnection agreements concluded between the telephone operators.

19.3. The duration of a call to a Premium Number with prefix 090X and per-minute billing will be automatically limited to 10 minutes. Calls to a Premium Number with prefix 905 will be blocked if the caller's charges reach €50 (VAT included) per day.

19.4. Belgium-Voip SRL/BV draws the Client's attention to the fact that the User may block calls to Premium Numbers from its telephone line, insofar as this facility is offered by its access operator.

20. ADDITIONAL OBLIGATIONS OF THE PREMIUM NUMBER SERVICE CLIENT

20.1. The Client is required to sign the Code of Ethics and to comply with all its provisions. The Code of Ethics, and any subsequent changes to it, form an integral part of the Contract.

20.2. The Client shall ensure that the information made available to the User via the Premium Number does not breach criminal law, public order or public decency. A breach of an obligation described in this article constitutes a breach of the Contract.

20.3. At the first request of Belgium-Voip SRL/BV, the Client shall provide an unconditional first-demand bank guarantee.

21. MINIMUM USAGE PER PREMIUM NUMBER

If a Premium Number has no usage for one month, Belgium-Voip SRL/BV shall be entitled to cancel that Premium Number after informing the Client by e-mail.

22. PAYMENT TERMS FOR THE PREMIUM NUMBER SERVICE

22.1. The Client will receive remuneration from Belgium-Voip SRL/BV for each call by a User to a Premium Number for which Belgium-Voip SRL/BV has received compensation from an access operator, in accordance with the arrangements agreed between the parties. Belgium-Voip SRL/BV will regularly send the Client, by e-mail, a statement of the calls routed to the Premium Number(s) for which Belgium-Voip SRL/BV has received remuneration from an access operator. The Client will issue an invoice on the basis of that statement, which Belgium-Voip SRL/BV will pay within 30 calendar days of receipt. When paying the Client, Belgium-Voip SRL/BV is entitled to deduct and set off any amount owed by the Client under this Contract, as well as any amount invoiced to Users for which Belgium-Voip SRL/BV has not received remuneration.

22.2. If an operator to which a geographic number linked to the Premium Number has been assigned increases its interconnection rates for terminating calls on its network, or if the interconnection rates of Belgium-Voip SRL/BV are reduced without the other operator applying the same reduction, Belgium-Voip SRL/BV shall be entitled to change that rate and/or the applicable payment terms. If the Client refuses the new conditions, it may terminate the Contract by written notification, without notice period and without owing any penalty. The Client may not claim any compensation if the provision of the Service is terminated in these circumstances.

23. SUSPENSION AND TERMINATION OF A PREMIUM NUMBER SERVICE

23.1. If the Client fails to meet its obligations under this Contract or another contract relating to the Premium Number Service, Belgium-Voip SRL/BV shall have the right to suspend all payments to the Client if the Client does not respond within five working days of formal notice sent by ordinary mail or e-mail. The suspension by Belgium-Voip SRL/BV of payments due to the Client will end as soon as the Client has fulfilled its obligations. If the Client does not comply with the Code of Ethics, Belgium-Voip SRL/BV reserves the right to interrupt the Service immediately without prior notice. In addition, Belgium-Voip SRL/BV will deduct any amount relating to a breach of the Code of Ethics from the payments due to the Client, plus a fixed compensation of €25 per

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complaint to cover administrative costs. Belgium-Voip SRL/BV shall not be liable to pay the invoice relating to the Client's breach.

23.2. In the event of a breach of article 20.2, or if the Client commits one or more serious and/or repeated breaches of the Code of Ethics, Belgium-Voip SRL/BV reserves the right to terminate this Contract without prior notice. The Client may not claim any compensation following such termination.

24. NUMBER PORTABILITY

24.1. Belgium-Voip SRL/BV will process any request from a third party for the porting of a Premium Number previously used by a Client in accordance with the number portability regulations. The Client may not invoke such a number transfer to claim compensation.

24.2. Belgium-Voip SRL/BV will accept a number porting request submitted by the Client to its operator Belgium-Voip, insofar as the Client has fulfilled all its obligations towards Belgium-Voip SRL/BV.

24.3. As Belgium-Voip is not an operator, it works exclusively with the operator SEWAN SA, located at Avenue Ariane 5, 1200 Brussels. If you wish to recover your number at the end of the contract, you must submit your request exclusively to SEWAN SA.

25. CALL CENTER

25.1. The client must provide proof that it complies with the DNCM list and verify that its call server is correctly configured to block the users on the list. The client undertakes not to call the users on the list.

25.2. If a complaint is lodged with Belgium-Voip, the contact details of the Call Center will be passed on directly to the FPS Economy.

25.3. In the event of a complaint, Belgium-Voip reserves the right to suspend the client's account immediately without notice.

25.4. If the client does not respond, the account will be permanently deleted and the credit will be lost.

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