

# GENERAL TERMS

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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## Definitions

|                         |   |
|-------------------------|---|
| Activation, Activate(d) | Making a Service operational so that the Customer can use the Service.  |
| Agent(s)                | A person that is authorized to act for or in the place of another.  |
| Agreement               | A legally binding arrangement between Citymesh and the Customer, on the basis of which Citymesh makes the Service available to the Customer for a fee, and to which the General Terms and the Special Conditions apply.   |
| BIPT                    | The Belgian Institute for Postal Services and Telecommunications, established by the Act of 21 March 1991 on the reform of certain public economic companies. The BIPT ensures the correct conduct of activities on the Belgian telecommunications market and monitors the relationships between the various operators. |
| Citymesh                | Citymesh Connect BV, with registered office at Siemenslaan 13 at 8020 Oostkamp and VAT number BE 0712.645.340.  |
| Citymesh Contacts       | Contact address: Siemenslaan 13 8020 Oostkamp - email address: <a href="mailto:contact@citymesh.com">contact@citymesh.com</a> - phone number: +32 (02)580 91 00.  |
| Citymesh Portal         | Secure gateway to the Customer's personal web environment where They can view their data, orders, invoices, etc., as well as contact Citymesh directly.   |
| Customer, They, Them    | The company, legal entity or de facto association or self-employed person who exercises a professional activity (liberal profession, trader), who has a company number, with whom Citymesh has an Agreement and who uses the Service(s) for professional purposes.  |
| Due Date                | The day before which an Invoice must be paid.   |
| End User                | Someone who uses or will use a Product or Service.  |
| General Terms           | The general terms and conditions for companies, non-profit organizations and independent professions.   |
| Hardware                | Product supplied by Citymesh that is necessary to Activate and use a Service, which may include Software.   |
| Installation            | Placing, connecting or mounting Hardware to establish a connection with the Network and enable the use of a Service.  |
| Installation Address    | The physical location where the Customer will use the fixed internet access.  |
| Invoice(s)              | The descriptive statement of the costs and fees in connection with the Service(s) provided or to be provided to the Customer and - if applicable - the Products sold by Citymesh in the context of the Agreement and which, in accordance with Belgian VAT legislation, includes  |

|                      |   |
|----------------------|---|
|                      | confirmation of the existence of a financial claim against the Customer. The Customer must provide their VAT number.  |
| Network              | The public telecommunications network used for the provision of the Service to the Customer.  |
| Network Operator     | The operator with whom Citymesh has entered into an agreement for the use of its Network, directly or indirectly through another operator.  |
| Order Confirmation   | Document confirming the Customer's Subscription Request.  |
| Quotation            | Formal offer to conclude an Agreement, drawn up at the request of a potential Customer.   |
| Service(s)           | Any service offered by Citymesh that can be used by the Customer after Installation and/or Activation.  |
| Special Conditions   | Additions to the General Terms that relate to a specific Service. In the event of a conflict, the Special Conditions take precedence over the General Terms.  |
| Subscription(s)      | An Agreement whereby the Customer makes a periodic payment which entitles Them to use a Service during that period.   |
| Subscription Request | The form completed (online) and (digitally) signed by the Customer in which the Customer requests the provision of a Service by way of Subscription.  |
| Tariff Plan          | All agreements between the Customer and Citymesh regarding the characteristics and costs of the included Service(s). The various Tariff Plans for the different Services can be consulted on the Citymesh website or requested via Citymesh Contacts. |
| Party                | Citymesh or the Customer.   |
| Parties              | Citymesh and the Customer.  |
| Product(s)           | Something produced by an industrial process.  |
| Software             | All elements contained in the Hardware that are protected by intellectual property law.   |
| Working Day(s)       | Every day except Saturday, Sunday and Belgian public holidays, unless otherwise stated in the Agreement.  |

## 1. Introduction

- 1.1. These General Terms regulate the legal relationship between the service provider, i.e. Citymesh, and the company, legal entity or de facto association or self-employed person, hereinafter referred to as the Customer, from their Subscription Request on. They are part of the Agreement and apply to all related legal acts.
- 1.2. Unless otherwise agreed between the Parties, the Agreement consists of the following documents, hereinafter jointly referred to as the Agreement:
  - (i) the "Contract summary" document,
  - (ii) the (eventual) Quotation,
  - (iii) the Order Confirmation,
  - (iv) these General Terms,
  - (v) (eventual) Special Conditions.

Each Order Confirmation, after acceptance by Citymesh, constitutes a separate Agreement that is binding for the Parties with regard to the Service(s) and/or Product(s) concerned.

- 1.3. By ordering and/or using a Service and/or a Product, the Customer expressly declares to have received the documents listed in Article 1.2 or to have been informed of the existence of the aforementioned documents, to have taken note of them and to have accepted them.
- 1.4. The Parties assume that the content of the Agreement is in accordance with market practices and achieves a fair balance between both Parties, taking into account the applicable sector and the nature of the Products and Services.
- 1.5. Changes or additions at the request of the Customer only apply if they have been confirmed in writing by Citymesh.
- 1.6. General Terms and Conditions used by the Customer are expressly rejected by Citymesh, even if they state that they have priority and/or when they are included in the (eventual) Quotation and/or the Order Confirmation and/or have otherwise been provided to Citymesh.
- 1.7. The latest version of the General Terms can be consulted at any time on the Citymesh website or can be requested via Citymesh Contacts.

## 2. Description of Services

- 2.1. Citymesh offers the Customer the opportunity to obtain a wide range of Services against payment of the rates set by Citymesh.
- 2.2. The technical specifications of the aforementioned Services, as well as any Special Conditions associated with their use, are described online on the website and in the manual or in the documents made available at the request of the Customer, which are included in their entirety and form an integral part of the Agreement.
- 2.3. Unless specifically stated, internet access Subscriptions have no guaranteed speeds. Maximum download and upload speeds communicated by Citymesh at any time are purely informative and have no legal value whatsoever. The Customer acknowledges that the individual actual speeds that will ultimately be achieved by Them are determined by several external factors, as described in § 8 to 13 of the BIPT Council

Decision of 2 May 2017 regarding the communication of the speed of a fixed or mobile broadband connection, and all other factors not attributable to Citymesh.

### 3. Conclusion of the Agreement

- 3.1. The Customer cannot derive any rights from apparent errors in a Quotation. Unless otherwise agreed in writing, a Quotation is valid for thirty (30) calendar days. If the Customer approves the Quotation outside that period, Citymesh has the right, if it so wishes, to inform the Customer that it does not wish to conclude an Agreement.
- 3.2. The Agreement is concluded at the time that a Quotation accepted in writing by the Customer, or a Subscription Request made by the Customer via the online order tool, is approved by Citymesh.  
Unless otherwise stated, the minimum duration of the Agreement shall be three (3) years, after which it will be tacitly renewed on the expiry date for fixed periods of one (1) month.  
The Customer will provide Citymesh with all information it deems necessary to conclude the Agreement, in particular the Customer's email address that will be used in the context of the contractual relationship with Citymesh. The Customer is solely responsible for the accuracy of the information They provide to Citymesh.
- 3.3. Citymesh reserves the right not to conclude an Agreement, without owing any compensation, for one (1) of the following reasons:
- the Customer's infrastructure or the Network does not support the delivery of the Service or does not support it without difficulty, for technical or other reasons;
  - the Customer's equipment may disrupt the Network;
  - the Customer or any authorized representative does not provide a legitimate document with which Citymesh can identify him;
  - the Customer does not fulfill its obligations under another Agreement with Citymesh;
  - in the event of serious indications of fraud, lack of credit or non-payment of Products and/or Services, which may be apparent, for example, from a history of non-payment;
  - the Customer refuses to make the advance payment requested by Citymesh;
  - the Customer has provided incorrect information during the ordering procedure (e.g. non-existent email address, non-existent address, wrong name...).
- 3.4. The Customer acknowledges that They were fully informed by Citymesh during the negotiations and that everything was clearly explained to Them regarding the possibilities and limitations of the Service(s) and/or Product(s) that They ordered.
- 3.5. The indicated price is fixed and unchangeable, except for what is provided further in Article 4.9.

### 4. Settlement of the Invoice

- 4.1. All Invoices are payable net on the Due Date stated on the Invoice.
- 4.2. The one-off and periodic fees that the Customer must pay are determined when concluding the Agreement.

- 4.3. All prices and rates are in Euro (€) and, unless otherwise stated, exclude value added tax (VAT) and other taxes imposed by the government.
- 4.4. Unless otherwise stated in writing, Services require the payment of a one-time Activation fee, followed by periodic invoicing for the delivery of the Service.
- 4.5. The periodic fee for the Service is due from the day of Activation.
- 4.6. In their relationship with Citymesh, the Customer acknowledges the validity and probative value of the Invoices and all other documents used for their preparation.
- 4.7. Unless otherwise agreed in writing, the Invoice is settled monthly and in advance, with the Customer receiving an Invoice by email or via their Citymesh Portal. Citymesh reserves the right not to send Invoices by post. Unless otherwise agreed in writing, the first Invoice contains the charge for the one-off costs associated with the Service as well as the charge for the first two (2) Subscription periods.
- 4.8. LATE PAYMENT
  - 4.8.1. Citymesh is entitled to remind the Customer in writing at any time of the expiry of the Invoice Due Date and to invite Them to make the payment due within a reasonable period.
  - 4.8.2. If it appears on the Due Date that an Invoice has not yet been paid, Citymesh will send the Customer a first written reminder by email. This first written reminder is free of charge. The written reminder has the legal value of a notice of default. The costs for subsequent written reminders will amount to a maximum of € 10,00.
  - 4.8.3. From the Due Date of the Invoice until the moment of full payment, the Customer is legally liable to pay late payment interest on the undisputed total amount of the Invoice amounting to 1.5% per month. In addition, Citymesh is entitled to charge the Customer a fixed compensation amounting to 15% of the invoiced amounts that were not paid on the Due Date, with a minimum of € 60,00, without prejudice to the right to compensation of any legal costs and a litigation fee.
  - 4.8.4. If the Customer does not comply with any warning notice within the specified period and has not submitted a valid dispute to the outstanding amount stated in the notice of default to Citymesh, Citymesh is entitled to interrupt the Service. Citymesh will not charge the Customer any costs for an interruption due to non-payment. For the reactivation of the Service after an interruption due to non-payment, Citymesh is entitled to charge the Customer an amount of up to € 30,00. During the period of interruption of the Service, the Customer shall remain liable for payment of the monthly fee(s).
  - 4.8.5. In the event that the Service has already been interrupted due to non-payment during the previous twelve (12) month period, Citymesh is entitled to immediately interrupt the Service without prior warning if the Customer does not pay an Invoice on time and no valid dispute about the outstanding amount has been communicated to Citymesh.
  - 4.8.6. If the Customer has not complied with any notice of default within the specified period and has not submitted a valid dispute to the outstanding amount stated in the notice of default to Citymesh, Citymesh is entitled at

any time to hand over the dossier for collection at any time. In such a case, Citymesh is entitled to charge the Customer a maximum of € 150,00 in collection costs, insofar as the total of the principal amount due, plus the statutory interest, does not exceed the amount of € 1.250,00. If the amount owed to Citymesh is higher than € 1.250,00, the actual collection costs will be charged to the Customer.

- 4.9. Citymesh reserves the right to change the prices of periodic Services at any time. In the event of a price increase, the Customer has the right to terminate the Agreement without penalty by any written means (e.g. letter, e-mail...) upon notification of the proposed changes. The Customer will be duly informed individually (by e-mail or post) of these changes in good time and at least one (1) month in advance and will at the same time be informed of his right to terminate the Agreement without penalty no later than the last day of the month following the entry into force of the changes if he does not accept the new conditions. If the price increase relates only to a particular Service, the Customer's right is limited to the possibility of cancelling the relevant additional Service in the same way and under the same conditions.

In case of a price increase related to the consumer price index, the Customer does not have the right to terminate the Agreement without penalty. Citymesh may adjust the prices in the Tariff Plans to the consumer price index once a year, during the month of January. The Customer will be notified individually (by e-mail, by post...) of this change in good time and at least one (1) month in advance.

#### 4.10. DISPUTED INVOICES

- 4.10.1. If the Customer has complaints regarding the accuracy of the Invoice, They can notify Citymesh of the objections in writing by registered letter within ten (10) calendar days following the date on which the Invoice was drawn up. This does not affect the Customer's obligation to pay the invoice within the normal term, except in the event of a valid dispute by the Customer regarding the invoiced amount.

After this period, the Invoice is deemed accepted by the Customer. Verbal protests of an Invoice by the Customer are considered non-existent and will not be processed by Citymesh.

- 4.10.2. After receiving the complaint, Citymesh will immediately investigate the accuracy of the Invoice.
- 4.10.3. If a dispute about an Invoice is justified or requires further investigation, Citymesh will, upon receipt of the dispute, immediately suspend the collection of the disputed part of the Invoice or take the necessary steps to correct the incorrect Invoice. Citymesh will clearly inform the Customer of the undisputed amount, as well as the date by which it must be paid..
- 4.10.4. If Citymesh rejects the complaint, the disputed amount becomes immediately due and payable. The payment term for this sum will be stated in the letter announcing the decision. Citymesh will in no way charge costs for handling the dispute, with the exception of cases where the dispute is demonstrably aimed at delaying payment.

- 4.11. The Customer who moves from the Installation Address or transfers the location to a third party without canceling, changing or transferring their Subscription for the



Service(s) remains responsible for the payment of the amounts due to Citymesh and the use of the Service(s).

## 5. Payment of Subscriptions

- 5.1. Subscriptions are to be paid by direct debit or (online) transfer to the bank account number indicated on the Citymesh Invoice, clearly mentioning the payment reference stated on the Invoice.
- 5.2. Additional consumption and amounts based on time and material are invoiced monthly in arrears.

## 6. Responsibilities and liabilities of the Customer

- 6.1. The Customer undertakes to be identifiable. This implies that the Customer must provide correct information during the Subscription Request. The Customer remains solely responsible for the accuracy of this information and undertakes to immediately inform Citymesh in writing of any change in the information provided when submitting the Subscription Request. Among other things, these must be communicated:
  - any change of address;
  - any change to the registered office, the legal form, the corporate purpose or the name of the company;
  - any change related to financial information (bank account, direct debit...).

If the Customer does not communicate the changes promptly, They cannot claim retroactive changes or re-invoicing by Citymesh.

Citymesh reserves the right to charge the Customer in full for any costs arising from failure to comply with this obligation.

- 6.2. If Citymesh is asked by the Customer to prepare documents retroactively after the latter has made administrative changes to the information initially provided, or after certain billing information has been adjusted by the Customer, Citymesh is entitled to charge administration costs amounting to € 12,40 per document, except in the case of the Customer moving.

The same applies if the Customer requests that one (1) or more duplicates of an Invoice be sent to him by post.

- 6.3. The Customer will use the Service in accordance with the applicable laws and regulations and will behave in accordance with what can be expected of a responsible and careful person.
- 6.4. The Customer must refrain from unauthorized use of the Service. The Customer will not use the Service for unlawful acts, the commission of criminal offenses and/or acts.
  - 6.4.1. The Customer undertakes to comply with applicable laws when using the Service. Prohibited, among other things, is any form of communication of an unlawful, incorrect, obscene or defamatory character, which constitutes an infringement of public order and/or good morals and of the privacy of other Customers or third parties, of the applicable legislation regarding racial and

- xenophobia, as well as the unlawful and/or punishable distribution of classified or confidential information.
- 6.4.2. The Customer undertakes to respect the intellectual property rights (including, without limitation, copyrights, trademark rights, patent rights and rights to databases) of Citymesh, other Customers and third parties.
  - 6.4.3. The Customer undertakes not to send unsolicited messages, not to spread virus(es), or to otherwise disrupt communications or data storage, not to cause damage to the Citymesh Services, or limit or prevent the use or capacity of the Citymesh Services for other Customers or third parties, including unnecessarily burdening the internet by causing a large unjustified traffic flow (flooding, spamming, etc...).
  - 6.4.4. The Customer undertakes not to commit any acts of computer piracy or 'hacking' against the Citymesh system or any other system, not to gain access to data or systems by means of false keys, false codes and/or false capacities or in any other illegal manner, not to commit data theft and not to affect, damage or destroy the integrity of computer data and programs.
  - 6.4.5. The Customer undertakes not to choose and use a username (being the part of the electronic address preceding @) that is contrary to public order and/or good morals or that is detrimental to the image or to the rights from Citymesh or third parties. Citymesh reserves the right to change and ban any name that conflicts with these principles.
- 6.5. Citymesh requests the Customer to be informed of any unauthorized content accessible from the Network in order to enable Citymesh to take the necessary and appropriate measures to erase this information or make it inaccessible.
  - 6.6. The Customer is solely liable for any damage, direct or indirect, material or intangible, caused by Them or one of their appointees to Citymesh or a third party. The Customer undertakes to reimburse Citymesh for any request, claim or order for compensation to which Citymesh may be the subject as a result of the behavior or messages that the Customer or one of their appointees may have distributed on the internet, or as a result of any other use by the Customer of the Service and for all claims by third parties.

## 7. Obligations and liabilities of Citymesh

- 7.1. With the exception of the time required for maintenance of the Service by or on behalf of Citymesh or the Network Operator whose Network Citymesh uses, Citymesh will undertake every effort to make its Services available. Citymesh reserves the right to suspend or limit the service for maintenance reasons, to make adjustments or if the use or malfunction of the Service disrupts this or other Citymesh services. Citymesh will ensure that its duration is limited to the time necessary for the execution of the works. Citymesh is not liable for any damages for such suspensions or restrictions.
- 7.2. Citymesh makes all reasonable efforts to make the Service operationally available during the Agreement. All obligations of Citymesh are to be regarded as obligations of means, unless they are subject to specific Service Levels. This means that Citymesh is not liable for the unavailability of any Citymesh Service and/or any other shortcoming as a result of circumstances that cannot reasonably be foreseen by

Citymesh and circumstances for which it is not attributable, such as, but not limited to, disruptions and/ or failure of the internet and internet connections, the fixed or mobile telephone network, the telecommunications infrastructure of an operator, the communication connections or equipment of Citymesh or third parties that provide services to Citymesh, the electricity supply and other disruptions that are beyond the control of Citymesh, and also international conflicts, import regulations and restrictions, measures by any government, violent or armed actions, cyber-attacks, labor disturbances, boycott actions, delays or non-execution of deliveries of third-party contracts from Citymesh.

7.3. In the event of unavailability or shortcoming due to one (1) of the circumstances described above for a period of more than two (2) months, each Party is entitled to terminate the Agreement without owing the other Party any compensation.

7.4. Citymesh is only liable for direct damage to the Customer if this is the result of an attributable contractual shortcoming on the part of Citymesh, which can be irrefutably proven by the Customer and determined by Citymesh. Without prejudice to mandatory legal provisions, in the event of Citymesh's liability, on whatever grounds, the compensation to which the Customer can claim, per event, whereby related events are considered as one (1) event, will never exceed an amount paid by the Customer for access to the Service for twelve (12) months, including all indemnities.

Under no circumstances will Citymesh be liable for indirect damage, including (but not limited to) loss or damage to data, loss of income or profits, financial losses, additional expenses, loss of customers, disrupted planning or production and claims from third parties.

Any claim or claim by the Customer against Citymesh expires one (1) year after notification of the cause of this claim or claim.

7.5. The Customer accepts that Citymesh cannot be held liable for the entry by Them via a Citymesh web page of personal data or data that can be regarded as such. Citymesh cannot also be held liable for any damage, material or immaterial, resulting from insufficient security of the internet connection through which the Customer contacts Citymesh during the communication, modification, consultation or any other action relating to Their personal data, or data that can be regarded as such. For details about the management and processing by Citymesh of the personal data communicated or data that can be regarded as such, please refer to our privacy policy, <https://www.citymesh.com/en/legal/privacy-policy>.

7.6. The Customer accepts that Citymesh cannot be held liable for the deletion or non-receipt of emails or other information, or for the failure to store emails or other information.

7.7. Citymesh cannot be held liable for the content of the communications or messages, nor for the integrity of the data sent via the Citymesh Network. Citymesh cannot be held liable for the services, nor for their invoicing, when they are offered by third parties and accessible via the Citymesh Network. Citymesh does not provide any guarantees and is not liable for the services offered or the information distributed via the Citymesh Network.

- 7.8. If the Customer terminates the Agreement, Citymesh will cease the Service(s) concerned as soon as technically possible and send the Customer written confirmation of this.

## 8. Sale and delivery of a Product

- 8.1. Unless expressly agreed otherwise, Products must be paid for in advance, either via online payment or by bank transfer.
- 8.2. A Product sold to the Customer remains the property of Citymesh until the price has been paid in full, including all costs and taxes. In the event of damage to the Product, the unpaid portion of the price will become immediately due.
- 8.3. Delivery of a Product will take place as soon as Citymesh has received payment, unless Citymesh's stock of the Product is exhausted. In the event that the Customer has opted for an Installation by a Citymesh technician, the Product will be brought by the Citymesh technician, insofar as the Product does not affect the start-up or functioning of another Service. In the latter case, the Product will be shipped as soon as Citymesh has received payment, unless the stock of the Product in question is exhausted.
- 8.4. Each delivery of a Product takes place ex-Citymesh warehouse. At the request of the Customer, Citymesh can organize the transport of the Product to a delivery address specified by the Customer. Each transport is at the expense of the Customer. The costs communicated in advance to the Customer for transport, registered mail, express delivery, etc. will be invoiced separately to the Customer and are therefore in no case included in the stated unit price of the Product. Citymesh has fulfilled its delivery obligation at the time of signing the receipt by the Customer. In the event of refusal without valid reason to receive the ordered Product, the Customer owes Citymesh any associated costs of returning the Product.
- 8.5. The risk of loss or damage to the purchased Product passes to the Customer as soon as They or a third party designated by Them, who is not the carrier, has acquired physical possession of the Product. However, the risk is transferred to the Customer upon delivery to the carrier, if the carrier has been instructed by the Customer to transport the goods and the choice to use this carrier was not offered by Citymesh.

## 9. Warranty

- 9.1. Citymesh undertakes to supply the Customer with a Product that is in accordance with the Agreement.
- 9.2. The Product delivered to the Customer is in accordance with the Agreement if it
- 1° is in accordance with the description given by Citymesh;
  - 2° is suitable for any special use desired by the Customer that the Customer has communicated to Citymesh upon concluding the Agreement and that Citymesh has accepted;
  - 3° is suitable for the use for which Products of the same type are normally intended;
  - 4° offers the quality and performance that are normal for Products of the same type and that the Customer can reasonably expect, given the nature of the Product

and any public statements made by Citymesh, the manufacturer or its representative about its special characteristics.

Citymesh is not bound by publicly made statements if it can demonstrate that

- said communication was not known to Citymesh and could not reasonably have been known;
- this communication had been corrected at the time of concluding the Agreement, or
- the communication could not influence the decision to purchase the Product.

Lack of conformity is deemed not to exist within the meaning of this article if, at the time of concluding the Agreement, the Customer was aware of the defect or should reasonably have been aware of it.

Lack of conformity due to incorrect Installation of the Product is equated with lack of conformity of the Product when the Installation was carried out by Citymesh or under its responsibility. The same applies if a Product is installed by the Customer and the incorrect Installation is a direct result of an error in the manual.

9.3. Citymesh is liable to the Customer for any lack of conformity that exists upon delivery of a Product and that manifests itself within a period of twelve (12) months from the aforementioned delivery.

9.4. The Customer must inform Citymesh of the lack of conformity within a period of two (2) months from the day on which the Customer discovered the defect.

9.5. If a lack of conformity manifests itself within a period of six (6) months from delivery of the Product, then until Citymesh proves the contrary, it is presumed that this defect existed at the time of delivery, unless this suspicion is incompatible with the nature of the Product or the nature of the lack of conformity, by taking into account, among other things, whether the Product is new or second-hand. After the expiry of the six (6) month period, in the event of a dispute by Citymesh regarding non-conformity, the Customer must prove that the lack of conformity existed at the time of delivery of the Product.

9.6. In the event that it appears that the reported defect existed at the time of delivery of the Product, the Customer will be asked to return the defective Product to Citymesh upon receipt of a replacement Product.

The Customer must return the defective Product to Citymesh within fifteen (15) calendar days of receipt of the replacement Product, in all original packaging, including all materials originally included in the box (cables, manual, etc.). The Customer can use the "Easy Retour" sticker that is supplied with the replacement Product for this purpose.

If the Customer does not return the defective Product within fifteen (15) calendar days after receipt of the replacement Product, Citymesh is entitled to invoice the replacement Product at the current sales price. In the event of a dispute, the burden of proof of the return lies with the Customer.

9.7. Citymesh's warranty obligation does not apply in the following cases:

- force majeure;
- defects caused by incorrect, improper or unauthorized use by the Customer;
- recovery of data files, understanding that every normally prudent Customer is responsible for periodic backup storage of their data (back-up);

- defects due to an error by the Customer, their employees or the intervention of third parties, which were not previously approved by Citymesh;
  - defects due to non-attributable shortcomings of suppliers;
  - defects as a result of the Customer not immediately notifying Citymesh of any errors with all available information and documentation;
  - defects caused by accident, fire, natural disasters, electrical failures and in general any cause external to the delivered Product.
- 9.8. Without prejudice to Citymesh's obligation to provide information, the choice of the Product, the analysis of its technical characteristics, the compatibility of the Product with the Customer's environment, and the configuration of the Product are in all circumstances the exclusive liability of the Customer.

## 10. Confidentiality

- 10.1. The Parties undertake to regard the Agreement as well as its contents and all documents, information and data - regardless of the medium - that they exchange as a result of the execution of the Agreement as confidential.
- 10.2. Consequently, the Parties undertake not to communicate or disclose the listed elements to third parties for any reason without the prior written consent of the Party concerned.
- 10.3. If a legally competent authority would require the disclosure, the Party required to disclose confidential information must first inform the other Party in order to discuss the scope and content of this disclosure.
- 10.4. The Parties cannot be held liable for the use that the other Party makes of the confidential information.
- 10.5. This obligation applies during the term of the Agreement and for the two (2) years following the expiry of the Agreement.

## 11. Personal data

- 11.1. The execution of the Agreement and the delivery and invoicing of the Service(s) and Product(s) by Citymesh imply that the Parties process personal data relating to the Customer and, where applicable, to the End Users, through their relationship with the Customer.
- 11.2. Citymesh processes personal data of its Customers (and possibly their employees and/or end users), such as identification data, contact details, data about the use of Citymesh's Products and Services, data about communication traffic, invoice and payment data and technical data.
- 11.3. In this context, both Parties will comply with applicable data protection laws and regulations, including but not limited to
- (i) the General Data Protection Regulation (2016/679)
  - (ii) the national laws implementing the Directive on the protection of privacy in the electronic communications sector and



- (iii) any other applicable regulations that may apply to personal data processed in the course of the execution of the Agreement (hereinafter jointly referred to as the 'Applicable Data Protection Legislation').

For the purposes of this provision, all terms and expressions relating to data protection shall have the meaning given to them in the Applicable Data Protection Legislation.

- 11.4. Citymesh acts as Controller for all data processing activities in connection with the delivery of Products and Services under the Agreement, including the preparation and delivery of invoices in connection with the Products and Services. The processing activities are described in the privacy policy on the Citymesh website.
- 11.5. The Customer acts as Controller for the (further) processing for himself of personal data that They receive from Citymesh in connection with the delivery of Products and Services.
- 11.6. CITYMESH AS CONTROLLER

11.6.1. When acting in its capacity as Controller, Citymesh will

- treat the personal data as strictly confidential and under no circumstances pass it on to a third party unless otherwise agreed between the Parties, or unless required by law or by any relevant judicial or supervisory authority;
- ensure that any natural person acting under its authority (including but not limited to employees, consultants, Agents, subcontractors, other processors, etc.) and who has access to the personal data is subject to legal or contractual confidentiality obligations and complies with all obligations in this Article 11;
- implement appropriate technical and organizational security measures, taking into account technological progress, the costs of implementation and the nature of the personal data and the potential risks, to protect the personal data against unauthorized or unlawful damage or destruction, loss or modification, and against unauthorized disclosure, misuse or any other processing in violation of Applicable Data Protection Legislation;
- inform the Customer without undue delay in the event of:
  - a personal data breach, which relates to the personal data provided or made available - directly or indirectly - by the Customer;
  - a legally binding request for the provision of the personal data to a third party (unless it is prohibited by law to inform the Customer thereof);
- to the extent possible and at the request of the Customer, provide the Customer with reasonable assistance in complying with its legal obligations in relation to
  - the requests by data subjects exercising their rights under Applicable Data Protection Legislation;
  - the security of the processing of personal data (implementation of technical and organizational security measures);
  - the notification of personal data breaches to the supervisory authority and to the subject, and

- the data protection impact assessments and the consultation of the supervisory authority in this regard.
- at the request of the Customer, make available all necessary information to demonstrate compliance with its obligations under the Applicable Data Protection Legislation and this article.

11.6.2. Within the scope of the applicable legal provisions, a natural person who can provide proof of their identity may exercise their rights as a data subject with regard to their personal data processed by Citymesh by sending a message to [privacy\[at\]citymesh.com](mailto:privacy[at]citymesh.com) for the attention of the Data Privacy Officer. The Customer must send this message from the official email address that was communicated to Citymesh as their contact email address.

11.6.3. At the request of the Customer, Citymesh will return and/or delete the personal data, at the latest at the time of termination of the Agreement, unless and for as long as Citymesh and/or the Customer have the legal obligation to keep the data.

11.6.4. Citymesh outsources services to third parties, and also entrusts some of the Services provided to the Customer to third parties under subcontracting and cooperation agreements. Third parties are only given access to the Customer's personal data when this is necessary for the performance of the Service.

Personal data may also be provided by Citymesh to third parties when applicable ordinances, laws or regulations of a government agency or a judicial authority make this necessary. The Customer will be informed of this immediately (unless it is prohibited by law to inform the Customer).

11.6.5. Citymesh processes personal data of Customers who do not fulfill their obligations to Citymesh with a view to combating fraud and non-payment. For each Agreement signed by a (potential) Customer, Citymesh is entitled to request information from certain suppliers of commercial and financial data to determine whether the (potential) Customer will be able to fulfill its obligations.

11.6.6. Citymesh processes personal data to check the reasonable use of roaming services. Citymesh is authorized to pass on the personal traffic and location data of the Customer and the End User(s) to the competent government services, the judicial authorities and the emergency services if they so request. The above-mentioned data of the Customer and the End User(s) are included in the Citymesh databases.

11.6.7. In addition, Citymesh also calls on Agents for the management of and advice to Customers. In this context, Citymesh may transmit personal data of its Customers and/or their End Users, related to their identification, the communication services provided or Subscriptions concluded with the Customers, to the Agents or obtain this data from them.

## 11.7 CUSTOMER OBLIGATIONS

11.7.1. The Customer accepts that They will take care of:

- that all personal data provided by the Customer to Citymesh is and remains correct and complete at all times;



- that the data subjects to whom the data processing relates are duly informed that Citymesh may process personal data about them in the context of the Agreement;
- that data subjects are informed of their rights under Applicable Data Protection Legislation;
- that those involved are properly informed about the fact that the Customer processes Invoice data and the metadata of electronic communications provided by Citymesh to the Customer.

11.7.2. The Customer accepts that They are solely responsible for complying with the above obligations. The Customer will, at Citymesh's request, demonstrate that They comply with these obligations.

## 12. Suspension of the Agreement by Citymesh

12.1. Citymesh is entitled to refuse or suspend the Service(s), including additional services, in whole or in part, after sending prior notice to the Customer, in any of the following cases:

- if the Customer fails to comply with its obligations under the Agreement, or if it uses the Service(s) in violation of the applicable legal and/or regulatory provisions;
- in the event of total or partial non-payment of the Invoice amount for a Service after a notice of default, or in the event of insolvency or suspected obvious insolvency;
- in the event of fraud or suspected fraud;
- if the Customer provided incorrect, incomplete or false information when applying for the Subscription, or failed to notify Citymesh of any changes to this information;
- if the Customer refused to pay the deposit or advance payment requested by Citymesh within the specified period;
- in the event of unreasonable use of the Service(s) by the Customer;
- if Citymesh determines that the Customer is using their own Hardware that causes malfunctions on the Network or is not approved in accordance with the applicable standards;
- on the basis of the legally stipulated mandatory requirements relating to the Network or Citymesh's installations;
- in the event of non-compliance by the Customer with its obligations under another agreement with Citymesh.

12.2. Citymesh may also suspend the Service(s) in whole or in part with immediate effect and without prior notice in the following cases:

- on the basis of legal requirements;
- in the event that the proper functioning of the Network or its installations is jeopardized;
- in the event of breach of contract or non-payment;
- in the event of discovered or suspected fraud of such a nature that failure to suspend the Service(s) could have serious consequences for Citymesh and/or third parties;

- in the event of bankruptcy, request for deferment of payment, liquidation or dissolution of the Customer, or an irreparable breach of the Agreement.

In the event of suspension with immediate effect without prior notice, Citymesh shall, at the express written request of the Customer, provide the necessary explanation within three (3) working days of receipt of the request.

- 12.3. In the aforementioned cases of suspension, the Customer shall not be entitled to any compensation from Citymesh, except in the event of a manifestly unjustified or unfounded suspension where the Customer can irrefutably demonstrate actual damage directly linked to this suspension.
- 12.4. In addition, the Customer remains bound by its obligations under the Agreement, including payment obligations. In this regard, the Customer acknowledges and accepts that any Subscription Fees or minimum call credits remain due during the period of suspension of the Services.
- 12.5. In the event of an unjustified suspension, the Customer will receive a credit note for any Subscription Fees or minimum call charges invoiced to them during the period of suspension.
- 12.6. The suspension shall be lifted as soon as Citymesh receives proof that the situation has been regularized. Citymesh shall be entitled to charge the Customer for any costs incurred in connection with deactivation and activation.

### 13. Termination of the Agreement by Citymesh

- 13.1. Citymesh may immediately terminate the Agreement by registered letter to the Customer, without prior notice or compensation, if it determines that the Customer has provided Citymesh with incorrect, falsified or incomplete essential information (as evidenced by the Subscription Request) when submitting the Subscription Application, or if the Customer has failed to communicate important changes with regard to the information provided, or if the Customer uses the Service for purposes that are contrary to public order, morality or a legal or regulatory provision. The Customer shall not be entitled to any compensation.
- 13.2. Citymesh has the right to terminate the Agreement unilaterally by registered letter without termination fee or compensation by giving fifteen (15) calendar days' notice if
  - the suspension of the Service(s) as described in Article 12 above continues for fifteen (15) days;
  - if the Customer has not remedied a breach of the Agreement within fifteen (15) days of being given notice of default by Citymesh.
- 13.3. Citymesh may terminate or suspend the Agreement in the event of an order or injunction from an administrative or judicial authority. In that case, the Customer shall not be entitled to any compensation.
- 13.4. If the Customer
  - a. is declared bankrupt, proceeds to transfer its assets, files for a moratorium on payments, or otherwise loses the free disposal of its assets in whole or in part, or
  - b. dies or is placed under guardianship, or
  - c. fails to fulfil any obligation imposed on it by law or contractual conditions (including these Terms and Conditions), or

- d. fails to pay an invoice or part thereof within the period specified for payment, or
- e. ceases its business or a significant part thereof, including the transfer of its business to a company to be established or already existing,

the Customer shall be deemed to be in default by operation of law and the (remaining) debt shall become immediately due and payable.

In such case, Citymesh shall be entitled, without any obligation to pay compensation and without prejudice to its other rights and without notice of default or judicial intervention being required:

- a. to declare the agreement wholly or partially dissolved by means of a written notification to the Customer by registered letter; and/or
- b. immediately demand payment in full of any amount owed by the Customer on the basis of deliveries made by Citymesh, without notice of default, whereby any discounts granted shall lapse; and/or
- c. before continuing to perform, first obtain security from the Customer for the (timely) fulfilment of its payment obligations.

## 14. Transfer of the Agreement

- 14.1. Citymesh may transfer its rights and/or obligations under the Agreement in whole or in part to a third party without the Customer's consent. However, this transfer may not result in any reduction in the Customer's guarantees.
- 14.2. The Customer may only transfer its rights and/or obligations arising from the Agreement to a third party, in whole or in part, provided that (i) Citymesh has given its prior written consent, and (ii) both the Customer and the third party have completed and signed the Citymesh transfer form intended for this purpose and submitted it to Citymesh.

## 15. Other provisions

- 15.1. The Customer acknowledges that They have taken note of these General Terms and Conditions and accepts them. By simply using the Service or Product, the Customer confirms acceptance thereof.
- 15.2. Citymesh and the Customer agree that all mutual communications via secure email have the same legal value as written and signed correspondence.  
  
Unless another form of notification is prescribed in these General Terms and Conditions or in Special Terms and Conditions, a notification by the Customer by email shall be considered a written notification by the Customer. If Citymesh has doubts about the authenticity of such notification, it shall immediately request the Customer to send an original signed paper copy and Citymesh shall be entitled not to take any further action on such notification until the original signed document has been received.
- 15.3. Citymesh and the Customer agree that the information regarding communications, the Agreement and payments that is stored by Citymesh on a durable and immutable medium has probative value until proven otherwise..

- 15.4. In case of conflict of provisions, the following order shall prevail:
- (i) Service specific and/or customer specific provisions;
  - (ii) Special Conditions;
  - (ii) these General Terms.
- 15.5. General Terms and Special Conditions can be consulted in Dutch, French and English. In the event of a discrepancy between the different versions, the Dutch version shall prevail.
- 15.6. Citymesh reserves itself the right to change the conditions of the Agreement at any time. The Customer has the right to terminate the Agreement without penalty by any written means (e.g. by post, e-mail...) upon notification of proposed changes to the conditions. The Customer will be duly notified individually (by email, by post...) of such changes in a timely manner and at least one (1) month in advance and will at the same time be informed of their right to terminate the Agreement without penalty at the latest the last day of the month following the entry into force of the changes if They do not accept the new conditions.
- If the change to the terms and conditions only relates to a specific additional Service, the Customer's right is limited to the option of cancelling the relevant additional Service in the same manner and under the same conditions.
- 15.7. The invalidity or unenforceability of one (1) of the provisions of these General Terms shall in no way affect the validity of the other provisions.
- 15.8. All previous agreements, oral or written, are considered null and void and completely replaced by the provisions of this Agreement.

## 16. Disputes

- 16.1. Citymesh undertakes to resolve any issues of which it becomes aware and to which it can remedy as soon as possible.
- If the Customer is not satisfied with the answer or the solution offered, They can contact Citymesh's internal complaints department. Only written complaints via [complaints@citymesh.com](mailto:complaints@citymesh.com) or at the contact address of Citymesh, for the attention of the Complaints Department, Siemenslaan 13, 8020 Oostkamp will be taken into account. Since the content of a telephone conversation cannot be traced, telephone complaints, or references to a telephone conversation in a written complaint, are considered non-existent.
- If the Customer is not satisfied with the answer or the solution offered by the Citymesh Complaints Department, or if the Customer is the victim of malicious calls, They can contact the Telecommunications Ombudsman Service (Telecommunications Ombudsman Service, Koning Albert II-laan 8 box 3, 1000 Brussels – E-mail: [complaints@ombudsmantelecom.be](mailto:complaints@ombudsmantelecom.be)).
- 16.2. Agreements concluded with Citymesh are governed by Belgian law.
- 16.3. The parties to this Agreement submit to the exclusive jurisdiction of the courts of Bruges.