

# SPECIAL CONDITIONS MOBILE SERVICES

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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## Definitions

APN	Access Point Name, protocol that allows the Customer to access the internet via their Mobile Device.
Content	The information that is made available to the Customer via the internet (public networks), intranet (corporate networks) or other applications, regardless of the identity of the provider of the information.
Content Provider	Natural person or legal entity responsible for the design, management and distribution of Content.
Data Package	Part of the Subscription that contains an amount of data that the Customer can use without additional costs to access the Internet via their Mobile Device.
Data Service(s)	Mobile Services offered to the Customer by Citymesh or by a Content Provider and which enable the Customer to access the Internet (public network), intranet (company networks) or other applications (2G/4G/5G, SMS) via the Network using a Mobile Device.
EU Roaming Zone	In the context of these Special Conditions for Mobile Services this means the countries of the European Union excluding Belgium but including Norway, Liechtenstein and Iceland.
Forfait	Quantity included in a Subscription that the Customer can use at no additional cost.
International Call	Call to a phone number with a non-Belgian Network ID.
Month	Period between a calendar day of a month and the same calendar day of the following month, which counts as a billing period.
Mobile Network	Network of mobile telephony antennas used by the Service.
Mobile Device	Communication device with which the Customer can use the Service.
Mobile Service(s)	The mobile telephony Service and additional Services provided by Citymesh.
Pack	A specific combination of multiple Services offered to the Customer under a single Subscription.
Roaming, Roaming Service	The use of the SIM Card by the Customer on other mobile networks abroad.
SIM Card	The chip card made available to the Customer by Citymesh and which must be inserted into the Customer's Mobile Device in order to use the Service.
SMS	Short text message of maximum 160 characters that the Customer can send and receive via their Mobile Device.
Third Party Providers	Third parties that provide Third Party Services directly to the Customer.
Third Party Services	Calls or text messages to and from premium numbers (such as 090X numbers, shortened numbers...) for games,

tickets, parking and other services or products that can be purchased via SMS or the internet, which are distributed by Third Party Providers and which are provided by Citymesh to the Customer be charged. This does not concern services provided by Citymesh: Citymesh only acts to obtain payment in the name and on behalf of Third Party Providers.

User

The Customer or an employee thereof who uses the Service for professional purposes.

VAS Number

Special phone numbers (such as 070, 090x, etc.) used for helplines, competition lines, ringing tones, downloading games, etc...

## Introduction

These Special Conditions for Mobile Services for companies, legal entities or de facto associations or self-employed persons, hereinafter Mobile Conditions, are a supplement to the General Terms and regulate the legal relationship between the provider, being Citymesh, and the Customer, starting from their Subscription Request. They form part of the Agreement and apply to all related legal acts relating to mobile services. In the event of any conflict, the Special Conditions take precedence over the General Terms.

## 1. Conclusion of the Agreement

- 1.1. The Customer can gain access to the Service by taking out a Subscription for which They must submit a Subscription Request. The Customer is obliged to complete this Subscription Request correctly and completely.
- 1.2. Activation of the Service takes place after approval of the Subscription Request by Citymesh.
- 1.3. Citymesh may request the submission of documents proving the identity and/or creditworthiness of the Customer. The Customer must also be able to demonstrate a permanent connection with Belgium in accordance with European regulations.
  - 1.3.1. In the event that the Customer is a natural person, this proof may consist of an official document showing that Belgium is the official place of residence of the Customer as a natural person.
  - 1.3.2. In the event that the Customer is a legal entity, the place of establishment of the legal entity or the place of actual exercise of the main activity serves as proof.

In this context, Citymesh can request the following documents:

    - a copy of the articles of association officially published in the Belgian Official Gazette and any published amendments to those articles of association,
    - the official documents to prove the identity, domicile or permanent residence of the natural person authorized to represent the legal entity or de facto association, and proof of his power of representation,
    - all additional documents that enable Citymesh to verify the financial capacity.
  - 1.3.3. If the Customer is a company without legal personality or a (de facto) association, the place of establishment of the legal entity or the place where the main activity is actually carried out shall serve as proof.

In this context, Citymesh may request the following documents:

    - a certified photocopy of the articles of association and any amendments thereto of the company or association,
    - proof of the identity of the natural person representing the company or association and proof of his power of representation,
    - any additional documents that enable Citymesh to verify the financial capacity.

In addition, the User's identity card details (= Belgian identity card or residence card number and Belgian national registry number) must be communicated to Citymesh with each Subscription Request.

Citymesh can request these documents at any time, both before and during the term of the Agreement, and following the termination of the Agreement.

- 1.4. Citymesh may refuse to comply with a Subscription Request if, among other things,
- (i) the Customer cannot demonstrate a permanent connection with Belgium, or
  - (ii) one (1) or more of the data provided to identify the Customer prove to be incorrect, or
  - (iii) the Subscription Request has not been completed properly, or
  - (iv) the Customer does not comply with its obligations arising from another Agreement with Citymesh, or
  - (v) access to the Service cannot be achieved under satisfactory technical conditions, or
  - (vi) there is evidence or serious indications of non-payment and/or fraud by the Customer or of use of the Citymesh Service contrary to the Agreement, legal or regulatory provisions and/or public order or morality, or
  - (vii) the Customer disrupts or threatens the proper functioning of the Network or damages its integrity.

Citymesh is not obliged to inform the Customer of the reason for the refusal, nor to defend it.

- 1.5. Citymesh reserves the right to request payment of a deposit from the Customer, both with the Subscription Request and during the term of the Agreement.
- 1.5.1. A deposit may be requested if the credit check prior to acceptance of the Subscription Request and/or the information provided by the Customer shows that the Customer cannot financially afford intensive use of the Service. The maximum amount that Citymesh can request as a deposit is € 500,00 per Subscription (Request).
- 1.5.2. Citymesh may request a deposit after non-, partial or late payment, if (i) the amount of consumption charged on top of or outside the Forfait justifies it, or (ii) the information in the file is incomplete, or (iii) if the check of the file justifies it. The maximum amount that Citymesh can request per SIM Card as a deposit is the average consumption over 3 recent consecutive months, including the subscription amount.
- 1.5.3. If the deposit is not paid on the specified date, Citymesh reserves the right to refuse the Subscription Request or terminate the Agreement without the Customer being entitled to any form of compensation.
- 1.5.4. The amount paid by the Customer as a deposit does not bear interest.
- 1.5.5. The guarantee cannot be used by the Customer for (partial) payment of invoices during the term of the Agreement.
- 1.5.6. A paid deposit will be refunded to the Customer upon termination of the Agreement, by means of a debt settlement between the amount of the deposit to be repaid and the Invoices owed by the Customer.
- 1.6. Citymesh may request an advance during the execution of the Agreement if it appears that the Customer uses or wishes to use the Service in a manner that could result in high invoicing, such as, but not limited to, the request for Activation of the

possibility of making calls to VAS Numbers. The amount that Citymesh can request as an advance is the amount of the last three (3) invoices for the Service (including all costs related to the Service such as, but not limited to, charged consumption on top of or outside the Forfait) prior to the time that the advance payment is requested from the Customer, with a minimum of € 50,00. This amount of the last three (3) invoices can be checked via Citymesh Contacts.

A paid advance is always offset against the next invoices to the Customer and does not accrue interest.

## 2. Roaming and International Calls

- 2.1. Depending on the chosen Tariff Plan, the payment of any deposit or advance payment, or the period during which a Customer has already been a Customer, Citymesh offers the Customer the option of making calls from or receiving calls in countries other than Belgium (Roaming), or of making calls from Belgium to foreign networks (International Calls).
- 2.2. If Roaming in the EU Roaming Zone is activated, the Customer may submit a written request to block Roaming. Citymesh will not charge any fees for this block.
- 2.3. To avoid unexpectedly high costs, Citymesh blocks Roaming outside the EU by default. This blocking can be lifted upon written request.
- 2.4. Calls to VAS Numbers as well as calls and SMS from Belgium to foreign numbers are blocked by default. The Customer can request its Activation in writing. Citymesh does not charge any Activation costs for this. In accordance with article 1.6. Citymesh reserves the right to request an advance payment from the Customer. Citymesh also reserves the right to refuse a request for Activation without the Customer being entitled to any form of compensation.
- 2.5. The list of countries in which Roaming is possible and the rates are published on the Citymesh website and can also be requested via Citymesh Contacts. These rates are subject to change depending on the agreements between the Network Operator and the foreign operators. This means that these rates may change while the Customer is abroad.
- 2.6. When roaming within the EU Roaming Zone, consumption is included in the Forfait, provided that the Forfait has not been exceeded and the consumption remains within the limits of non-unlawful use as described in Article 13.5. For consumption outside the Forfait within the EU Roaming Zone, the national rate applies.
- 2.7. When roaming outside the EU Roaming Zone, consumption is not included in the Forfait and the specific Roaming rate is applicable in accordance with the country rates. It is possible that Roaming charges will be billed several months after the date of use of the Roaming Service, as Citymesh must wait for information from the other operator(s) involved.
- 2.8. Communication in Roaming to and from VAS Numbers and short numbers within the EU Roaming Zone is not included in the Forfait and will be invoiced taking into account the costs determined by the Third Party Providers and relevant operators of that country. The communication may also be charged even if the VAS Number is free of charge for calls from national telephone numbers belonging to the country.
- 2.9. Calls and internet connections made in maritime zones (for example from a ship during a cruise) use satellite networks corresponding to a special geographical zone

and always take place outside the EU Roaming Zone. The roaming costs relating to these connections will be invoiced to the Customer.

- 2.10. Depending on the country where the Customer is located, the SIM Card may or may not automatically select a Roaming partner's Network. The Customer may nevertheless manually select a Network on which he wishes to make and receive their calls, provided that the Network Operator has entered into a Roaming Agreement with that other Roaming provider. This option can be used at any time free of charge.
- 2.11. The network coverage and availability of the Service abroad are entirely dependent on the foreign operator whose Network is used. Citymesh can therefore in no way be held responsible in the event of disruption or insufficient quality of the Service abroad.
- 2.12. It is necessary for the Customer to change his APN settings when he is abroad in one of the EU member states and selects a local foreign provider for data Roaming services only. The Customer is aware that the APN settings must be changed back to the original APN name when he returns to Belgium.
- 2.13. If only data Roaming services are purchased from an alternative roaming provider, it may no longer be possible to manually select a different network for voice and SMS roaming services.

### 3. Phone number

- 3.1. One (1) phone number will be assigned to the Customer at the latest upon Activation.
- 3.2. The Customer has no right to claim a specific phone number (except when the Customer transfers their phone number from another operator to Citymesh, in which case They can keep the phone number originally assigned by that other operator), nor to have it changed afterwards.
- 3.3. At the end of the Agreement, the Customer will permanently lose their phone number, unless They switch to another operator and ask him to keep their phone number in accordance with the legal procedure applicable to number portability.
- 3.4. Citymesh has the right to change the Customer's telephone number for compelling service reasons, provided that the Customer is notified at least two (2) months in advance. Under no circumstances shall Citymesh be liable to pay any compensation to the Customer for this.
- 3.5. If the Customer has taken out a Subscription without a Forfait, the Customer accepts that in the event that They have not used their Subscription for an outgoing call or SMS for a period of one (1) Month, nor have They connected to the internet, Citymesh has the right to terminate the Agreement and take back the phone number (with the result that the phone number is permanently lost for the Customer).
- 3.6. Calls to and SMS messages from and to VAS numbers may be blocked by default. In such cases, the Customer may submit a written request for Activation to Citymesh. Citymesh is entitled to request a deposit for this Activation in accordance with Article 1.6. Costs resulting from communication to VAS Numbers are not included in the Forfait and will be charged separately.



- 3.7. If the Customer requests a different telephone number, Citymesh will check the technical feasibility of this and is entitled to charge the Customer for any costs incurred.

## 4. SIM Card and PIN code

- 4.1. Citymesh undertakes to properly inform the Customer on how to Activate the SIM Card. Activation is carried out either by an Agent or by the Customer themselves after Citymesh has supplied them with a SIM card. In the latter case, and depending on the chosen Tariff Plan, the Customer will need to contact Citymesh Contacts to activate the SIM card in question.
- 4.2. Citymesh delivers a SIM Card to the Customer. Each SIM Card has a PIN code (Personal Identification Number) and a PUK code (Personal Unblocking Key). The codes are delivered to the Customer together with the shipment of the SIM Card.
- 4.3. To prevent abuse, the Customer must immediately convert the standard PIN code into a personal secret PIN code upon receipt of their SIM Card. The Customer is responsible for the strict confidentiality of this code and will therefore be careful not to choose a simple code (such as 1111, 1234, etc.).
- 4.4. Citymesh is and remains the sole owner of the SIM Card delivered to the Customer. The Customer may not resell, transfer, lend, damage or destroy the SIM Card. If the Customer wants to have the SIM Card used by other persons, he must first provide Citymesh with the identity of those persons. In any case, the Customer remains solely responsible to Citymesh for the performance of its obligations under the Agreement.
- 4.5. The Customer must use the SIM Card with due care. Any attempt to copy the technical identification data of the SIM Card and any fraudulent use of the SIM Card is prohibited and will result in the withdrawal of the phone number linked to the SIM Card without prejudice to other measures that Citymesh may take towards the Customer.
- 4.6. In the event of loss, theft or damage to the SIM Card, the Customer remains liable for the use and payment of the Subscription until the Customer has requested the suspension of the Service by telephone to Citymesh customer service. With this request, the Customer must be able to identify themselves as the rightful User of the SIM Card. This request must be confirmed in writing by the Customer within eight (8) calendar days after the telephone notification. At the request of Citymesh, the Customer must provide the number of the report of the loss or theft as provided by the police. During the suspension, any Subscription costs remain payable. The Customer will receive a new SIM Card and the Service will be reactivated.
- 4.7. The Customer is solely liable for correctly inserting the SIM Card into their Mobile Device. If the SIM Card blocks or becomes damaged as a result of an incorrect action by the Customer, a new SIM Card will be provided after a written request from that Customer. In that case, Citymesh is entitled to charge the Customer €10,00 in replacement costs.  
If the SIM Card is defective due to a production error or poor configuration of the SIM Card, a new SIM Card will be provided to the Customer free of charge.

## 5. Mobile Device

- 5.1. The Customer will only use the Service via a Mobile Device that complies with Belgian and European standards, and that is adapted to the Network and the Service that the Customer wishes to use.
- 5.2. Even if the Customer's Mobile Device is adapted to the Network, Citymesh does not guarantee that all its functions can be used. The Customer must strictly adhere to the instructions for use of their Mobile Device. The Customer is responsible for the replacement of their Mobile Device if, for technical reasons specific to the Mobile Device (for example because it is too old), They cannot access the Network or the Mobile Device is not suitable for using the Service.
- 5.3. The use of any other device, including the use of SIM boxes or GSM gateways, is strictly prohibited, except in the event that Citymesh gives express written permission to do so and the IMEI number of the device or SIM box in question was registered by Citymesh. The Customer accepts that calls from or to unauthorized devices may be blocked automatically and without any prior notice and that such use entitles Citymesh to suspend and/or terminate the Service immediately and without any prior notice.  
The termination, for any reason and at any time, of a SIM box service between the Customer and Citymesh shall only terminate the SIM box service without affecting the underlying Agreement(s) concluded between the Customer and Citymesh, which shall remain in force until they expire or are terminated in accordance with the applicable provisions.
- 5.4. Citymesh points out that, despite the excellent quality of the Network, it is not possible to guarantee perfect coverage over the entire Belgian territory in all circumstances.
- 5.5. The Customer acknowledges that They are aware of the risks associated with the use of a Mobile Device (in particular when driving a vehicle, refueling or being in the vicinity of fuels and/or explosives), as well as the disturbances that use can cause on medical equipment and in aircraft.
- 5.6. Citymesh reserves the right to modify the operating methods of the Service(s) and to modify the technical characteristics of its performance if the quality of the Service(s) so requires. If this results in the Customer no longer being able to use their Mobile Device, this shall never give rise to compensation.
- 5.7. The Customer is advised to report the loss or theft of his Mobile Device to Citymesh immediately by telephone so that Citymesh can remotely deny the Mobile Device access to the Network and to the network of operators who are members of the EIR (Equipment Identity Register).  
The Customer remains responsible for the use and payment of communication costs and other costs until he has requested the suspension of the Service(s) via Citymesh Contacts.  
To do so, the Customer must be able to identify himself as the owner of the Mobile Device and must send written confirmation of the loss or theft to Citymesh Contacts within eight (8) calendar days of the report. At Citymesh's request, the Customer must provide the number of the police report of the loss or theft.

## 6. Sending text or voice messages

- 6.1. The Customer is prohibited from sending identical text messages or voice messages via the Network to groups of more than twenty (20) Users of a Mobile Device, whether previously identified or not, or to more than two hundred and fifty (250) different phone numbers per month.
- 6.2. Unless the recipient has given express permission, the Customer is prohibited from sending text messages or voice messages to third parties via the Network that contain any commercial message.
- 6.3. The Customer undertakes not to send data to groups of recipients by automated means.

## 7. Mobile internet access

- 7.1. Access to the internet requires the use of a Mobile Device that supports mobile internet access, a Citymesh SIM Card, a Subscription that allows internet access and a specific mobile application (or App for short). The use of an App on some Mobile Devices may require its prior download via that Mobile Device. Before any installation, the Customer must ensure the compatibility of their Mobile Device with a specific App. The Customer acknowledges that the App remains the property of the holder of the intellectual rights to it. The Customer who decides to use an App is deemed to have accepted the specific license terms relating to it. Citymesh cannot be held responsible in any way for any violations of the license terms of the App by the Customer.
- 7.2. The Customer can register and/or subscribe to services made available to them at any time via an internet connection. The Customer who uses the Service to access the internet declares that They have taken note of the operation of the services, the internet and the rules of use of the internet and accepts them. We refer to article 6.4. of the General Terms. Access to products and services offered via an internet connection may depend on the technical functions of the Mobile Device.
- 7.3. The Customer is solely responsible for determining the settings of their Mobile Device. Citymesh draws the Customer's attention to the fact that parameters determined by the manufacturers may cause the Mobile Device to automatically connect to the internet and, whether or not in Roaming, to download data without their control or knowledge. The Customer can reduce the risk of making these automatic internet connections by disabling the Roaming function, the mobile data function, the 4G/5G function and the Wi-Fi function on their Mobile Device, as well as by closing active internet sessions and Apps. The Customer can find practical information about this in the user manual of the relevant Mobile Device. In case of problems with carrying out the instructions in the user manual, the customer should contact the seller/manufacture of the Mobile Device, and not Citymesh.
- 7.4. In addition, the Customer can contact Citymesh to ensure that Roaming within the EU Roaming Zone is activated and, if necessary, to have it blocked. Citymesh does not charge a fee for this blocking. To reactivate Roaming within the EU Roaming Zone, the Customer must contact Citymesh in writing.
- 7.5. When the Customer is connected to the internet, They must take all necessary precautions to protect their own data and/or software, in particular against any

viruses circulating on the internet or against intrusions by third parties into the system of their Mobile Device. The Customer also acknowledges that They are fully aware of the fact that the internet is not completely reliable, in particular as regards the secure transmission of data, and the lack of guarantees regarding performance in terms of volume and data transmission speed. The Customer acknowledges that They are aware of the fact that the integrity, authentication and confidentiality of the information, files and any other data that they wish to exchange via the internet cannot be guaranteed. The Customer therefore bears full responsibility for any breach of confidentiality of data transmitted via internet access.

- 7.6. Citymesh does not exercise any control over the Content or properties of the data sent or received by the Customer via the Network and/or the internet.
- 7.7. Since Citymesh does not exercise any control over the Content, it asks that parents/guardians monitor the use that their minor children make of the Internet access via the Service.
- 7.8. The Customer acknowledges that They are aware that if Citymesh is notified by a third party or by the judicial authorities in any way of unlawful Content forwarded or downloaded by the Customer or User via the Network, it will remove the Content in question to the competent authorities responsible for law enforcement. Citymesh further reserves the right, after examining a complaint containing sufficient evidence, to immediately suspend or interrupt internet access to any Customer or User who distributes or transmits questionable Content, without prior notice or compensation.

## 8. Data Services

- 8.1. Unless otherwise specified, registration for or use of a Data Service is only possible if the Customer has registered for a Mobile Service. In that case, the use of Data Services will be possible, unless the Customer has requested Citymesh in writing not to allow the use of Data Services.
- 8.2. Data Services are subject to special rates, depending, among other things, on the number of kilobytes that the Customer has uploaded and downloaded using their Mobile Device. The rates for each Data Service can be obtained from Citymesh Contacts.
- 8.3. The Customer cannot request an overview from Citymesh of the websites they have visited or the actions they have taken.
- 8.4. Citymesh points out to the Customer that it is completely unrelated to the contractual relationship between the Customer and the Content Provider. If the Customer wishes to use such Content and enters into an agreement with the Content Provider for this purpose, he does so at his own risk and Citymesh cannot be held responsible in any way for the content of that Content provided by the Content Provider, nor for the conditions of consultation.  
The Customer cannot ask Citymesh to prove whether or not the Customer has entered into an agreement with a Content Provider.
- 8.5. Except where Citymesh presents Content under its own name, the Customer accepts that Citymesh has no connection whatsoever with the Content to which the Customer has access via the Network, and therefore cannot be held liable for such Content, nor for information consulted on third-party websites, or for emails and/or text messages sent or received in the context of services related to Content.

- 8.6. Citymesh cannot be held liable for any violation of applicable legislation or regulations by a Content Provider (e.g. with regard to intellectual property rights).
- 8.7. Furthermore, certain Content may only be consulted in accordance with the duration, price, age requirements and all other applicable conditions determined by the relevant Content Provider. If the Customer fails to comply with certain conditions, such as specific terms of use, determined by the Content Provider, the Customer shall be solely responsible for the consequences of such breach (such as, but not limited to, the Content being taken out of service), and the Customer shall be liable for all costs and fees of any kind incurred as a result.
- 8.8. If the Customer subscribes to the paid consultation of Content offered by a Content Provider, the Customer will owe an additional fee for consulting that Content, in accordance with the terms and conditions of the relevant Content Provider. The Customer's acceptance of the Content Provider's terms and conditions relating to the consultation of the site implies that the Customer also accepts the subscription price.

## 9. Packs

- 9.1. Citymesh offers Packs to its Customers. Packs are specific combinations of multiple Services. The list of the various Packs available, with detailed information about their content, any options and rates, can be consulted on the Citymesh website or requested via Citymesh Contacts.
- 9.2. The Customer can enjoy a Pack by subscribing to a Subscription.
- 9.3. Special Tariff Plans have been developed for the Packs. Outside these tariffs, the Special Conditions for each of the Services included in a Pack shall continue to apply to the Service in question.
- 9.4. If Citymesh is permitted to suspend a Service that is part of a Pack, Citymesh shall be entitled to suspend all Services that are part of the relevant Pack at the same time.

## 10. Obligation of means

- 10.1. With regard to the delivery of the Service, Citymesh only has an obligation of means. Citymesh will use all reasonable means to ensure access to and the security, reliability and proper functioning of the Service as undisturbed as possible.
- 10.2. Citymesh shall determine the most technically appropriate means of providing the Service(s), but shall have no obligation to expand the Network or increase network capacity.
- 10.3. Citymesh does not guarantee continuous and uninterrupted use of the Service, nor the certainty that all data sent and received by means of the suitable Mobile Device can be delivered uninterrupted, in the correct form and within a certain time period.
- 10.4. If the Internet or similar networks are used, disruptions and/or unavailability of connections to the public Internet and/or other telecommunications networks may hinder the use of the Service.
- 10.5. When using the Service, security risks may arise, for example with regard to the integrity of the Customer's data or the Customer's identity details. Citymesh will take reasonable technical and organizational measures in response to security and

integrity incidents or threats and vulnerabilities identified by Citymesh, without however being able to exclude such risks.

- 10.6. Citymesh uses a central monitoring system and various procedures to measure and control traffic in order to prevent the infrastructure from becoming saturated. If congestion is imminent, Citymesh will take all reasonable measures to ensure the quality and continuity of the Mobile Services as far as possible. In certain cases, these measures may include temporarily changing the terms and conditions of use of the Service(s).

## 11. Liability of Citymesh

- 11.1. Citymesh undertakes to use all reasonable means to prevent any disruption for the Customer and, should disruptions occur, to take all reasonable measures to limit the duration of the disruptions..

- 11.2. Citymesh cannot be held liable

- for the content, accuracy and/or integrity of the information and data sent via the Service;
- for damage, damages, errors or omissions, interruptions, defects, theft, loss and destruction of data, which may occur while the Customer or a third party accesses the Service, except in case of fraud or serious error on the part of Citymesh;
- for the loss of login codes provided for the management of Mobile Services via the extranet;
- in the event of long response times, inaccessibility and/or interruption of all or part of the internet access or access to services offered via the internet;
- in the event of changes to the offer of services on the Internet made by publishers, creators and distributors of content, or imposed by legal or regulatory provisions;
- for violations and fraud committed via the Service by the Customer or by third parties.

- 11.3. Citymesh cannot be held liable for damage that the Customer suffers as a result of (partly) external factors and/or actions of the Customer themselves, including, but not limited to:

- disruptions or quality defects of the Service due to external factors (such as disruptions or quality defects in Networks and installations of third parties used by Citymesh, disruptions or quality defects due to obstacles that make wireless communication difficult, measures imposed by Belgian or European governments);
- usage disorders due to maintenance, improvement and/or expansion works on the Network or other installations used by Citymesh;
- the poor or incorrect use of the Service by the Customer;
- the malfunctioning of the Customer's Mobile Device. In the event of malfunction or adjustment problems, the Customer must contact the seller or manufacturer of the Mobile Device exclusively, and not Citymesh;
- the use by the Customer of a Mobile Device (i) in violation of the Agreement, or (ii) that has not been approved in accordance with the applicable standards, or (iii) without taking the necessary security measures against viruses, intrusion by third parties, etc....
- the use or misuse of the Customer's PIN code



- (i) as a result of the voluntary or involuntary notification of this code to a third party,
  - (ii) if the Customer did not immediately convert the standard PIN code into a personal PIN code, or
  - (iii) if the Customer converted the standard PIN code into a simple personal PIN code (e.g. 1234, 5555, ...).
- the intervention of third parties, despite the security measures taken by Citymesh and the Network Operator;
  - the suspension or termination of the Service, in accordance with the General Terms, even if third parties would suffer direct or indirect consequences as a result of the suspension or termination;
  - changes as a result of regulations from BIPT or other regulatory authorities,
  - cases of force majeure.
- 11.4. Citymesh cannot be held responsible for services requested by the Customer and offered by third parties, such as Third Party Providers, and which are accessible through the Service and which are paid through Citymesh's invoices.
- 11.5. Citymesh cannot therefore be held liable for
- Third Party Services, for their content, for their legality, for their proper execution or their invoicing, even if Citymesh would derive any benefit from them or would be responsible for the invoicing of these services on behalf of third parties,
  - the Customer's use of Third Party Services,
  - transactions between a third party and the Customer.

Unless expressly agreed otherwise, Citymesh is in no way a Party to a contract concluded between a third party and the Customer. In the event of any dispute by the Customer regarding Third Party Services, the Customer must address the relevant Third Party Provider directly.

## 12. Billing

- 12.1. The Invoice shall state the following information:
- any activation costs;
  - any subscription costs;
  - any costs for options and/or additional services;
  - any detailed costs for national calls;
  - any detailed costs for international calls;
  - any detailed costs for the use of Roaming Services;
  - any costs for calls to special numbers;
  - where applicable, the rental price of rented equipment or the purchase price of ordered equipment;
  - where applicable, the cost price of transit volumes that are not included in the monthly Subscription costs;
  - any other costs and credits to be charged to the Customer, including, but not limited to, the costs of subscriptions that the Customer has taken out with certain

Content Providers in order to access their data and/or services and which are collected by Citymesh on behalf of those Content Providers.

12.2. The Customer who has a Subscription with included Forfait cannot transfer unused Forfait to the next Month.

12.3. The Customer who has a Subscription with an included Forfait will be invoiced for additional consumption from the moment the included Forfait has been used up. The rate for additional consumption is stated on the Order Confirmation.

12.4. The consumption costs owed will be invoiced in the Month following the Month in which the consumption took place. Citymesh reserves the right to invoice any consumption costs owed at a later date, depending on when Citymesh receives the necessary information about this from the relevant Roaming Provider.

#### 12.5. BILL SHOCK PROTECTION

12.5.1. To protect the Customer as much as possible against unexpectedly high invoices (= Bill Shock), Citymesh will send a warning message to the Customer as soon as

- consumption is made that is not included in the Forfait;
- more than € 50 VAT inclusive consumption is incurred outside the Forfait. The Customer can adjust or enable/disable these notifications via the mobile app or the portal site;
- the Forfait is exceeded by 80%, and a second time when the limit of 100% of the Forfait is exceeded;
- the data roaming services reach 80% of the limit of € 60,50 VAT inclusive or any other amount notified in advance by the Customer;
- the limit of € 60,50 VAT inclusive on data Roaming consumption outside or not included in the Data Package is reached.

12.5.2. Citymesh is not able to monitor consumption in real time. Citymesh will send the warning message as soon as possible after it has determined that the monthly Forfait or limit has been exceeded. Even if the Customer immediately stops using the Service after receiving the warning message, the Customer may still be billed for an amount that may be higher than the monthly Fixed Rate or limit. The Customer cannot dispute this charge because he is solely responsible for the use of the Service.

12.5.3. To effectively protect against Bill Shock, in the event that the Customer has chosen to continue using the Service after receiving a warning message, Citymesh will temporarily suspend

- the Service, as soon as the Forfait is exceeded with a limit of € 10.000 VAT excluded;
- data Roaming, when the limit of € 60,50 VAT included on data Roaming consumption outside or not included in the Data Package is reached.

12.5.4. Because Citymesh is not able to monitor consumption in real time, Citymesh will carry out the temporary interruption of the Service as soon as possible after it has determined that the Fixed Rate or limit has been exceeded by a certain amount.

12.5.5. Despite the fact that Citymesh will do everything possible (= Best Effort) to avoid it, it is not excluded that the Customer will be invoiced for an amount



that may be higher than one of the above amounts. The Customer cannot dispute this charge because They are solely responsible for the use of the Service.

- 12.5.6. Citymesh will send the Customer a notification message about this. After receipt of payment of the amount due, Citymesh will reactivate the Service. Citymesh reserves the right to charge a maximum amount of € 30,00 including VAT in reactivation costs.

- 12.6. Toll-free calls, including calls to emergency services, are not included in the bill.

## 13. Fair Use of the Service and Unlimited Use

- 13.1. In order to ensure optimal conditions of use and not to disrupt the proper functioning of the Network, the Customer undertakes to use the Service in a normal and reasonable manner.

- 13.2. Fair Use means that the Service is intended for individual use only and not for any commercial use, in particular for call center or SIM box purposes and/or making it available to third parties (e.g. by means of hot spotting), resale, use by groups of persons, unfair use or, more generally, use that is not in accordance with the use that can be expected from a normal individual user who enters into an Mobile Services Agreement (such as using the mobile phone as a baby monitor, or regularly making a large number of voice calls and/or sending SMS messages simultaneously, or when the Customer regularly makes long continuous calls and/or regularly resumes calls immediately after their interruption...).

- 13.3. In the context of offers with Unlimited Use, the following practices are not considered Fair Use (non-exhaustive list):

- with regard to Mobile Services, when the Customer
  - or calls more than 6.000 minutes per month,
  - or sends more than 100 text messages per hour or 500 text messages per day or 6.000 text messages per month,
  - or sends text messages to more than 30 different recipients per hour or 250 different recipients per month,
  - or sends more than 30 text messages of the same length per hour.
- in the context of the use of Data Services,
  - generates more than 5 GB per day and/or more than 1 TB per month of data traffic from Belgium.

- 13.4. In the event that the Customer's use cannot be considered Fair, Citymesh reserves the right, at its sole discretion, to suspend and/or terminate the Agreement and/or take other measures deemed useful or necessary to ensure that other Citymesh Users are not affected and that the quality of service can be guaranteed.

Proof of prohibited practices may be provided by any means and legal remedies, and more specifically by means of data and overviews from Citymesh systems or from systems provided by third parties. Until proven otherwise, the Customer and Citymesh shall consider these data and overviews to be reliable.

Citymesh wishes to maximize the quality of its services for all Users.

13.5. The User undertakes to use the Roaming Services in a reasonable and not unlawful manner and in accordance with European regulations. Are considered unlawful or abnormal use by European regulations:

- (i) long inactivity of a SIM Card, combined with a very frequent, if not exclusive, use of Roaming within the EU Roaming Zone,
- (ii) a higher consumption in Roaming within the EU Roaming Zone than domestic consumption, combined with a number of days without a connection in Belgium that is higher than the number of days on which the Customer connects within the EU Roaming Zone,
- (iii) purchase and subsequent use of different SIM cards by the same Customer when roaming within the EU Roaming Zone.

Citymesh reserves the right to observe for a period of four (4) months whether these elements are justified.

In the event of proven unlawful or abnormal use, the Customer will be informed by all appropriate means (SMS, e-mail, letter, etc.) and from that moment on he has fifteen (15) calendar days to adjust the use. If the Customer does not change the use within the specified period, Citymesh will charge a surcharge for all of its use, in accordance with European regulations and the applicable rates. That surcharge is

- € 0,022 extra per minute for outgoing calls;
- € 0,004 extra per SMS;
- € 1,00 extra per GB of mobile data.

This is also a case of unlawful use of the Roaming service: the organized resale of SIM cards to persons who do not live in Belgium or do not have sustainable ties with Belgium. Where appropriate, Citymesh may immediately take adequate measures to ensure compliance with all conditions of the Agreement, without prejudice to its right to claim damages from the Customer.

## 14. Changes to the Tariff Plan

- 14.1. The various Tariff Plans relating to the different Services can be obtained via Citymesh Contacts.
- 14.2. Unless expressly permitted by Citymesh, the Customer may not change the Tariff Plan during the minimum term of the Agreement.
- 14.3. If, during the minimum term of the Agreement, the Customer has obtained the express consent of Citymesh to switch to another Tariff Plan, the Customer acknowledges that, if it has gained access to the Service(s) as part of a promotional offer on the basis of which it has enjoyed a specific benefit from Citymesh, Citymesh has the right to attach specific conditions to such a switch.
- 14.4. All costs incurred by Citymesh as a result of a breach by the Customer of its obligations may be charged by Citymesh to the Customer, without prejudice to any other rights and claims of Citymesh.

## 15. Duration and Termination of the Agreement

- 15.1. The Agreement comes into effect on the day the SIM Card is activated by the Customer. The Customer will receive written confirmation of the Activation.

15.2. An Agreement is concluded for a minimum of one (1) SIM card.

15.3. The Agreement may be terminated by any written means and without stating reasons. The Customer may choose the moment at which the Agreement is to be terminated.

In the event of a number transfer, as described in Article 16 below, the Agreement shall be terminated at the moment the Customer's telephone number is effectively transferred.

Citymesh shall terminate the relevant Service as soon as possible and shall send written confirmation of this to the Customer.

#### 15.4. TERMINATION OF THE AGREEMENT

15.4.1. The unilateral termination of the Agreement by the Customer shall have immediate and irrevocable legal consequences.

##### 15.4.2. NOTICE PERIOD

15.4.2.1. The Customer with a maximum of nine (9) employees may terminate the Agreement at a time of its choosing, even immediately, upon termination of the Agreement after its tacit renewal for an indefinite period.

15.4.2.2. The Customer with more than nine (9) employees may be bound by a notice period of maximum one (1) month upon termination of the Agreement after its tacit renewal for an indefinite period.

##### 15.4.3. TERMINATION FEE

15.4.3.1. If the Customer terminates the Agreement between the time of concluding the Agreement and the Activation of the Service, Citymesh has the right to charge the Customer compensation equal to the amount of the Monthly Subscriptions owed or the minimum values for the period until the end of the minimum term of the Agreement.

15.4.3.2. If the Customer terminates the Agreement after Activation of the Service, but within the minimum term, Citymesh is entitled to charge the Customer compensation amounting to the sum of the remaining monthly Subscription Fees or minimum call charges for the period up to and including the end of the minimum term of the Agreement.

15.4.3.2.1. For a Customer with more than nine (9) employees, this compensation shall be equal to the sum of the remaining monthly amounts up to and including the end of the minimum term of the Agreement.

15.4.3.2.2. For a Customer with a maximum of nine (9) employees, the compensation shall be limited to the totality of the monthly Subscription Fee still due until the end of the first six (6) months after the entry into force of the Agreement.

15.4.3.3. In addition, Citymesh is entitled to charge the Customer who terminates the Contract before the end of the minimum term compensation equal to 75% of the amount that Citymesh has

charged the Customer for all Services used by the Customer during the three (3) months preceding the termination or early termination of the Contract. Subscription fees or minimum call charges shall not be taken into account in the calculation of this compensation.

15.4.3.4. Citymesh is not entitled to charge the Customer compensation if He terminates the Agreement after its tacit renewal for an indefinite period.

15.4.4. The burden of proof regarding the number of workers lies with the Client.

15.5. Upon termination of the Contract, Citymesh will make a final settlement of any remaining consumption costs. The Customer cannot request a pro rata refund of the Forfait included in the canceled Subscription but not used.

15.6. In the event of termination of a Subscription, the Customer must take into account that their existing phone number can only be retained for one (1) month. After that period, their phone number is transferred back to the operator who owns the number or it can be assigned to another Customer..

## 16. Number portability

16.1. Number portability means that the Customer can keep their phone number when They change operator. Only the phone number can be transferred to the new operator, not the Subscription nor the Agreement.

16.2. The Customer who wishes to transfer their phone number to another operator must ask the new operator to take the necessary measures to transfer the phone number. The new operator will terminate the Agreement with the previous operator by means of a power of attorney that he obtains from the Customer.

16.3. The transfer of the phone number to Citymesh does not release the Customer from the obligation to respect their contractual obligations towards their previous operator. The transfer of the phone number to another operator does not release the Customer from the obligation to fulfill their contractual obligations towards Citymesh.

16.4. In the event of non-compliance, the Customer runs the risk of having to pay compensation to their old operator. The Customer is solely responsible in this regard.

16.5. Citymesh will respect the legal provisions regarding the portability of numbers.

## 17. Telephone directory and information services

17.1. In accordance with applicable law, Citymesh transmits certain personal data (name and initials or first name of the Customer or, for a legal entity, the official name, as well as the address and phone number assigned by Citymesh) to providers of telephone directories and information services for the purpose of publication in telephone directories and telephone inquiry services.

17.2. Citymesh does not send this data directly, but uses the Central Number Database, established via the Act of 26 November 2021 amending the Act of 13 June 2005 on electronic communications with regard to the central number database and the Royal Decree of 10 February 2022 regarding the central number database.

17.3. When completing the Subscription Request, the Customer is given the choice of whether or not to be included in the telephone directories and information services.

The Customer indicates whether They want their details to be mentioned in the telephone directories and directory assistance services, or whether They want their number to remain secret. The Customer also indicates whether They wish their name and address to be found on the basis of their phone number.

- 17.4. The Customer is responsible for the accuracy, completeness and legality of the data provided or provided by a provider of telephone directories and telephone inquiry services.
- 17.5 Any adjustment of data by the Customer will be included as quickly as possible in the directory and directory inquiry services file.