



BUSINESS

GLOBAL -GENERAL TERMS AND CONDITIONS OF SALE -

Art. 1. - SUBJECT

The Telenet BV General Terms and Conditions of Sale apply. They can be consulted on our website and downloaded from www.telenet.be/nl/business/klantenservice/verkoopsvoorwaarde-tb-solutions as well as requested from Telenet BV.

1.1 The Global Terms and Conditions of Sale apply to all agreements entered into with the **Integrator** about the provision of services regarding Global as well as to related negotiations, quotes and order confirmations.

1.2 If any provision of these Terms and Conditions of Sale is invalid, these Terms and Conditions of Sale will remain applicable while the provision in question is replaced by an applicable provision with the same effect as the aforementioned provision.

Art. 2. - DEFINITIONS

The following definitions apply to this agreement: lines (upload and download), storage capacity, etc. Prices are linked to this usage, as included in the Services.

2.1 Access codes

This includes every code, password, login, or number the **Integrator** has supplied to the **Client** which make the services provided by the **Integrator** accessible to the **Client**.

Art. 3. - CHANGE SERVICES

The **Integrator** has the right to change the services without this resulting in an inferior performance of the service in question.

Art. 4. - DURATION

4.1 This agreement starts on the day it is signed or, for a new installation, on the day of the commissioning (first use) of the service. For the month of the commissioning, the subscription is calculated at the rate for the time. The agreement is entered into for the current year and the next five years, described as the initial period, after which it is tacitly renewed from year to year.

Art. 5. - PAYMENT

5.1 The **Integrator** charges the **Client** every month for using the services provided during the previous calendar month

5.2 as well as for the subscription of the next calendar month by sending an invoice. All our invoices are payable in cash by means of bank transfer or, with our prior approval, 10 days after the invoice date by direct debit.

The **Integrator** also has the right to charge the usage for the period preceding the invoicing period in so far as they were not yet invoiced. One-off costs are invoiced after the provision of the agreed upon services or performance.

5.3 The **Integrator** has the right to change the agreed upon rates should market conditions require it. Prior to the intended change, the **Client** will be informed of this

5.4 If the **Client** does not pay within the terms mentioned, the **Integrator** has the right to cut off the services five days after the first reminder until the **Client** has settled the outstanding amounts. The **Integrator** has the right to charge an additional cost of €15 for every reminder and, in the case of a cut-off, a reactivation cost of €25 per user (with a minimum of €500).

5.5 The price of the subscription varies in accordance with the price revision formula below:

$$H_n = H_o \times S_n / S_o$$

where

H = Subscription price

S = Wage cost determined by the data published by Agoria

H_o = Initial amount

S_o = Wage cost on which the subscription is based

H_n = Revised amount

S_n = Wage cost valid for the revision

5.6 When services are added (extending the existing services or installation), the subscription price will be increased based on the conditions applicable at that time for the **Integrator**. Each additional service during a) the last two years of the initial period or b) the annual renewal, automatically results in a renewal (from the expiration date) of the agreement for a period of one year.

5.7 In the case of a reduction of services (reducing existing services or installation), in so far as a) this is done at least one year after commissioning and b) the invoiced monthly value of the remaining subscriptions is not less than 80% of the highest value of the invoiced monthly subscriptions of the previous periods, the **Client** will no longer be required to pay the part of the subscription regarding the services that have been cancelled. In the other cases, the **Client** owes a cancellation fee which is



BUSINESS

equal to the subscriptions not yet due regarding the services which have been cancelled plus the average usage per month, calculated based on the last 12 months. In any case, this cancellation fee cannot be lower than the subscription cost for one year.

Art. 6. - TO BE BORNE BY THE CLIENT

Shall be borne by the **Client**: the costs, performance and materials which are included in the non-exhaustive list below:

6.1 Damages

The **Client** is liable for damages resulting from, for instance, loss or damages to the equipment made available by the **Integrator** if this damage is caused by parties other than the **Integrator** or by third parties acting on behalf of the **Integrator**.

6.2 Insurance

The **Client** agrees to take out an insurance policy for electrical and electronic installations with automatic revisions. This insurance coverage will be maintained during the entire agreement period. The **Integrator** must be immediately notified of each loss and of any damage within 24 hours at the latest. Repairs may only be carried out by the **Integrator**. If the **Client** has not taken out an insurance policy after the commissioning, the **Client** is deemed to be liable for any loss or damages incurred.

6.3 Every access code assigned to the **Client** is personal. The **Client** is responsible for maintaining this confidentiality. If the **Client** has reasons to believe that third parties use their access code without permission, they will immediately notify the **Integrator** of this, and the **Integrator** will ensure that access to the services by means of this code is no longer possible and assign a new access code.

6.4 The **Client** is liable for any misuse of the access codes/lines by third parties.

6.5 The **Client** will only contact emergency services through numbers which correspond geographically to the correct address from which the call is made. If this is not the case, the **Integrator** cannot be held liable

Art. 7. - ADDITIONAL CONDITIONS

7.1 All equipment made available by the **Integrator** to provide services remains the property of the **Integrator** and will only be used by the **Client** to obtain the services.

7.2 Within the scope of this agreement, the **Client** will supply the **Integrator** with all the information and/or proxies required to provide the services in question and will also fully cooperate on this matter.

7.3 Parties will not disclose any confidential information obtained during or after the termination of the agreement to third parties or use it for other purposes than to execute this agreement.

7.4 If force majeure consists of the malfunction of any service provided to the **Client**, the **Integrator** will do everything they can to remedy it.

7.5 If the **Client**:

- a. is declared bankrupt, assigns their assets, presents a request for suspension of payments, or fully or partially loses the right to free disposal of their assets in any other way, or
- b. dies or is placed under administration, or
- c. fails to comply, whether fully or partially, with any legal or contractual obligation (including these Terms and Conditions of Sale), or
- d. fails to settle an invoice or part thereof within the term stipulated, or
- e. discontinues all or a significant part of their business operations, which is understood to include the transfer of the company to a company to be founded or an existing company,

the **Client** will be deemed to have defaulted, and the remaining outstanding amounts, including the cancellation fee, will be immediately due.

7.6 The **Client** will not be able to transfer the rights and/or obligations pursuant to the agreement without prior written approval of the **Integrator**. The **Integrator** reserves the right to transfer the rights and obligations pursuant to this agreement to third parties.

7.7 Deviating from the content of this agreement, as well as from the content of these Terms and Conditions of Sale can only be done with the written consent of both parties.

Art. 8. - LIABILITY

8.1 The **Integrator** cannot be held liable for any financial losses resulting from personal injury, damages resulting from claims by third parties of the **Client** or any other damages whatsoever.

8.2 Usage rules for the Internet:



BUSINESS

8.2.1. The **Client** declares to accept the characteristics and limitations of the Internet, and specifically recognises that the services of the **Integrator**, which are the subject of this agreement, consist in offering a connection between the data network, telephones and computers (if applicable) of the **Client** and the Internet gateways of the **Integrator**, and do not apply to the content of the services the **Client** wants to consult. The **Integrator** cannot be held liable for the services accessible through the Internet and does not exercise any control in any way on the nature of the characteristics of the data that can be sent over their Internet gateways;

8.2.2. The **Client** declares to be aware of the nature of the Internet, specifically of the technical performance and response times required to consult, request or send information;

8.2.3. The **Client** also declares that the data circulating on the Internet cannot be protected against any possible fraudulent use. The imparting of waiting times, confidential codes and generally any information that the

8.2.4. **Client** considers confidential by the **Client** is done at their own risk and responsibility;

8.2.5. The **Client** declares that the use of the data circulating on the Internet can be regulated and that the data may be protected by property rights; the user is the only party responsible for the data they consult, request or send over the Internet;

8.2.6. The **Client** declares that the community of Internet users has developed a code of conduct known as Netiquette. Not complying with it can cause problems for the offender. The **Integrator** cannot be held liable for such a situation; the **Client** is responsible for taking all suitable measures to safeguard against any viruses circulating on the Internet; the **Integrator** has no means at their disposal to control what is accessible over the Internet.

8.3 The **Client** agrees that the Royal Decree of 21 June 2011 on television games is applicable to this agreement, regarding the use/usage of calls to VAS numbers (070/090X, etc.).

Art. 9. - TERMINATION OF THE AGREEMENT

9.1 Each of the parties can terminate the agreement on the next renewal date by means of registered mail sent no later than six months prior to the renewal date.

9.2 If the **Client** terminates their agreement prior to the end of the agreement term, the **Integrator** will invoice the remaining months of the current subscriptions plus the average usage per month calculated on the basis of the last 12 months.

9.3 In the event of terminating the agreement, the **Client** is obliged to give the **Integrator** the opportunity to have the equipment made available by the **Integrator** removed within 30 days. The disassembly and transport will be carried out by the **Integrator**. The costs will be borne by the **Client**

Art. 10. - DISSOLUTION

In the cases described in Article 9 paragraph 2 and Article 8 paragraph 1, the **Integrator** is entitled, without any obligation for damages and without prejudice to their other rights and without notice of default:

- a. to declare the agreement fully or partially dissolved by means of a written notification for this purpose by registered letter to the **Client**, and/or
- b. immediately fully claim any amounts owed by the **Client** based on the services provided by the **Integrator** without notice of default, whereby any discounts granted will lapse, and/or
- c. to request certainty from the **Client** for the timely meeting of their payment obligation before continuing to provide the services.

10.2 The **Integrator** reserves the right to demand additional guarantees or to cancel the agreement if, in the opinion of the **Integrator**, the financial situation of the **Client** does not offer any guarantee for timely payments.

10.3 If the **Integrator** or **Client** is prevented from further execution of the agreement due to permanent or temporary force majeure, the **Integrator** has the right, without any obligation for damages, to fully or partially dissolve the agreement by means of legal intervention or to suspend the further execution of the agreement.

This is without prejudice to the right of the **Integrator** to payment by **Client** of performances already executed by the **Integrator** prior to the occurrence of the force majeure situation. In the case of suspension, the **Integrator** will retain the right to declare the agreement fully or partially dissolved.