

General Terms and Conditions of Sale

Tellink NV

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1. General

Tellink is a public limited company (NV) incorporated under Belgian law. These General Subscription Conditions cover the Tellink Mobile Service. The contractual relationship between Tellink and the Customer (hereinafter referred to as the Agreement) is governed by these General Subscription Conditions, by the subscription application together with any annexes, and by the subscription plan chosen by the Customer.

The General Subscription Conditions relate to the Tellink service — excluding the mobile telephony handset. They set out the rights and obligations of Tellink and of the Customer in the context of the supply of the Tellink service. Services related to the Mobile Service may be offered as part of the Tellink service. Depending on the related service, a specific contract may be agreed between the Customer and Tellink. In the event of any conflict between the provisions of the specific contract and the Agreement, the specific contract shall prevail. All prices stated in these General Subscription Conditions are inclusive of VAT.

The contract has been drawn up in 2 copies. It states at least:

1. the identification of the customer;
2. the number of the SIM card;
3. the details relating to invoicing and payment.

2. Activation procedure for the subscription to the TELLINK services

2.1. Information to be provided

2.1.1. A Customer applying for a subscription to the Tellink service is obliged to complete the subscription application accurately and in full and, upon simple request, to produce the following documents:

if the Customer is a natural person:

- the original Belgian identity card, or the original identity card for foreign nationals issued in Belgium;
- where applicable, the additional identification documents requested;
- proof that he has a domicile or a fixed place of residence in Belgium;

if the Customer is a legal person or an unincorporated association:

- a copy of the articles of association published in the Belgian Official Gazette, together with all amendments published in the Belgian Official Gazette;
- the original Belgian identity card, or the original identity card for foreign nationals issued in Belgium, of the natural person authorised to represent the legal person or unincorporated association.

2.1.2. Any person presenting himself as the agent of a natural or legal person or of an unincorporated association is obliged, at Tellink's request, to identify himself and to provide proof of his capacity as agent.

2.1.3. The Customer undertakes to notify Tellink immediately in writing of any change to the information provided when the subscription application was submitted. If the Customer notifies changes to the information provided late, he shall have no claim whatsoever to the retroactive implementation of changes or to re-invoicing by Tellink.

2.1.4. The Customer is solely liable for the correctness, completeness and accuracy of the information he provides.

2.2. Grounds for refusal

Tellink reserves the right to refuse a subscription application, or access to foreign networks (roaming facilities) or to certain additional services, for any of the following reasons:

- a) the Customer refuses to provide the required information referred to in article 2.1;
- b) the subscription application has not been duly completed;
- c) the Customer has failed to comply with the obligations imposed on him under another agreement with Tellink;
- d) there is evidence or serious suspicion of non-payment and/or fraud on the part of the Customer;
- e) the Customer has provided incorrect and/or false information;
- f) the Customer appears in the Preventel file referred to in article 2.3;
- g) where the capacity of the network would be exceeded as a result of the application.

2.3. The Preventel file

The non-profit association Preventel has as its purpose the compilation, management and distribution of a database. This database (hereinafter referred to as 'the Preventel file') is made available to its members. The file is intended to prevent and/or counter fraud or non-payment by existing or prospective customers of the telecommunications networks in Belgium. Tellink consults the file on the occasion of each subscription application by a new Customer and refuses a subscription to persons who are included in the file.

The Tellink service may be refused or limited because the prospective customer is included in the Preventel file. If the prospective customer considers that he has been wrongly registered in the Preventel file, he may lodge an objection with Preventel (Winston Churchilllaan 96, 1180 Brussels) supported by documentary evidence.

2.4. Guarantee

2.4.1. Tellink reserves the right to require the payment of a guarantee, both at the time of the subscription application and during the term of the subscription. Tellink may request a guarantee following a payment delay or a payment incident, where the amount of the Customer's calls justifies it, where the information in the file is incomplete, where verification of the file justifies it, or upon granting the facility to make international calls. The guarantee amounts to a maximum of EUR 1,200 per SIM card, for both mobile and fixed telephony.

2.4.2. If the guarantee has not been paid by the date set, the subscription application shall be refused or the subscription terminated, without the Customer being entitled to any form of compensation.

2.4.3. No interest is paid on the sum deposited by way of guarantee.

2.4.4. This sum shall be used in its entirety towards the (partial) payment of the next invoice or invoices, as from the fourth invoice following payment of the guarantee.

2.4.5. In the event of credit card direct debit, Tellink reserves the right, both at the time of the subscription application and during the term of the subscription, to request an authorisation code from the credit card issuer. That code shall authorise Tellink, in the event of non-payment of all or part of an invoice amount on the due date, to obtain a payment of EUR 60 from the credit card issuer. Tellink shall notify the Customer of this at the latest 24 hours before the request, by ordinary letter to the billing address.

2.5. Entry into force and duration of the Agreement

2.5.1. Save in exceptional circumstances and on the occasion of special campaigns and/or offers, Tellink shall activate the SIM card(s) within the shortest possible period following acceptance of the file, provided that the Customer has supplied the required subscription application and information and has completed the subscription application sufficiently legibly. If Tellink fails to comply with this obligation, the Customer is entitled to terminate the Agreement in writing within 7 working days.

2.5.2. Unless otherwise agreed, the Agreement exists as from the meeting of minds and enters into force on the day the SIM card (as defined in article 3.2.2 of the General Subscription Conditions) is activated. The charges are payable as from the day of activation of the SIM card.

2.5.3. Where the Agreement is concluded for an indefinite term, no minimum notice period applies.

This Agreement of indefinite duration may be terminated at any time, subject to compliance with the conditions provided for in article 8.2 of these subscription conditions.

2.5.4. A fax message and the signature on it have the same evidential value as the original message and the original signature.

2.6. Amendment of the General Subscription Conditions and of the tariffs

2.6.1. Tellink undertakes to inform the Customer properly (individually), and to do so at least 1 month before the change is implemented, in the event of a change to the tariffs or the General Conditions.

2.6.2. A Customer who does not accept the new conditions has the option of terminating the Agreement in accordance with article 8.2 of these General Subscription Conditions.

3. Tellink's performance and obligations

3.1. Upon submission of the subscription application, Tellink shall provide the Customer with all necessary information relating to the Tellink service (capacity of the Tellink service, available options, tariffs, etc.).

3.1.1. Users have access to the emergency services free of charge and without the use of any means of payment, via the emergency numbers listed below:

- the medical emergency service: 100 and 112;
- the fire services: 100 and 112;
- the police services: 101 and 112;
- civil protection: 100 and 112;
- the poison control centre: 070-245 245;
- suicide prevention: 0800-32 123 and 02-649 95 55;
- the telephone helpline centres (Tele-Onthaal): 106, 107 and 108;
- the children's helpline services: 102, 103 and 104;
- the European centre for missing and sexually exploited children: 110.

3.2. The Mobile Service

3.2.1. Tellink undertakes to do everything in its power to ensure the Customer's access to the Tellink telecommunications network and to the Mobile Service. This undertaking is an obligation of means, and Tellink alone determines the technical means required to achieve access to the Mobile Service under the most favourable conditions. Mobile telephony is a form of wireless communication and operates through the propagation of radio signals. Since these signals may be disrupted by an external source or by obstacles inherent in buildings, vegetation or the terrain, perfect transmission cannot always and everywhere be guaranteed. Moreover, the quality of the Mobile Service also depends on the quality of the mobile phone used. Tellink bears no liability whatsoever for any transmission disruption caused by the circumstances referred to above. Tellink recalls that it wishes to keep its network in optimal condition.

3.2.2. Tellink supplies the Customer with a card containing a microprocessor, the Tellink SIM card (referred to in these General Subscription Conditions as 'the SIM card'), which the Customer must insert into his mobile phone in order to obtain access to the Mobile Service. The SIM card contains all the data required for the identification of the Customer within the network, whatever the device used to receive or send calls. The SIM card represents the

Customer's subscription to the network and to the Mobile Service. Access to the SIM card is secured by a PIN code (Personal Identification Number), which may be used by the Customer in accordance with the instructions for use in the manual of his mobile phone.

3.2.3. Upon activation, a Tellink telephone number is allocated to the Customer. Save by agreement between the two parties, the Customer may not invoke any right to demand a particular Tellink telephone number. Where there is an agreement allowing the Customer to choose his Tellink telephone number, this applies only to numbers still available. At the Customer's request, his Tellink call number may be changed, provided that the change is technically possible. Costs may be charged to the Customer for this. The Customer is strongly advised not to communicate his new Tellink telephone number until it has been confirmed by Tellink.

3.2.4. Tellink reserves the right to change the Tellink telephone number allocated to the Customer for reasons connected with the operation of the Mobile Service. In that event, the Customer shall be notified at least two months in advance. With regard to international calls (roaming), the Mobile Service is determined in part by the geographical zone(s) in which the Customer wishes to make and receive calls and by the commercial agreements concluded by Tellink. The Mobile Service may be adapted as these agreements evolve.

3.3. Fixed telephony

3.3.1. Tellink shall provide you with Services that may use an access code, CLI (Calling Line Identification, the function identifying the calling number), and routes/SIP trunks of other service providers in order to route outgoing telephone calls from your specific telephone lines over or via the internet.

3.3.2. Tellink shall also provide you with the PIN code(s) required to access the services that use access codes.

3.3.3. Tellink may introduce new services from time to time.

3.3.4. Tellink shall ensure that we exercise all reasonable care and skill that may be expected of a service provider in order to ensure a high-quality and continuous service in accordance with our General Conditions as set out herein. Tellink does not guarantee that each of our services will be uninterrupted or free from defects. We shall monitor the system for defects and shall remedy those defects as soon as reasonably practicable, unless caused by a failure beyond our control.

3.3.5. We shall notify you in writing (by email) of the date on which the Services you have requested will be provided, and we shall use all reasonable efforts to provide those services on that date.

3.3.6. Your application for the Services is subject to our acceptance.

3.4. Amendment of performance

3.4.1. Save in the event of force majeure, Tellink undertakes to inform its customers of any change affecting mobile telephony and fixed telephony equipment. Any need to replace or modify the mobile telephone and fixed telephone giving access to certain Tellink services shall

not entitle the Customer to any compensation, provided that the change or replacement occurs independently of Tellink's will.

3.5. Protection of privacy

3.5.1. The personal data relating to the Customer and the call data and call numbers are recorded in the Tellink files and processed by Tellink or by third parties acting on its behalf, with a view to the performance of the agreement. The files referred to in these General Subscription Conditions are the property of Tellink.

3.5.2. Tellink may pass on to the non-profit association Preventel, referred to in article 2.3, personal data of customers who fail to fulfil their obligations towards Tellink, with a view to registering those customers in the Preventel file. Where the Customer's complaint is submitted in accordance with article 12.1.2 prior to registration in the Preventel file, the information shall only be forwarded to Preventel after investigation and handling of the complaint by the Ombudsman Service. If the customer has already been included in the Preventel file, Tellink shall, during the investigation and handling of the complaint by the Ombudsman Service, remove the customer from the file on condition of full payment of all undisputed amounts and the amounts that do not form part of the handling of the complaint.

3.5.3. Where the service is refused because the prospective customer is included in the Preventel database, a prospective customer who considers that he has been wrongly registered in the aforementioned file may approach Preventel, with its registered office at Winston Churchilllaan 96, 1180 Brussels, in order to put forward his position supported by documentary evidence.

3.5.4. Unless otherwise stated in the subscription application, the Customer authorises Tellink to include his personal data in the context of a directory enquiry service for Tellink customers, and to provide these data to third-party companies providing mobile telephony services.

3.6. Tellink's responsibilities

A. Mobile telephony

A.1. Without prejudice to the provisions of articles 3.2.1 and 10 of these General Subscription Conditions, Tellink cannot be held responsible in the event of improper use of the Tellink service, in the event of a malfunction of the mobile phone and/or its accessories, or in the event of a SIM card failing to work in a mobile phone that has not been approved by the competent authorities.

A.2. Taking into account the fact that the MOBISTAR network does not currently provide full coverage of Belgian territory, it must be anticipated that the Service will not be available in some areas.

A.3. Tellink shall in no event be held liable for the malfunctioning of the Telenet network or the interruption of the Service, nor for changes made to the Service.

A.4. Telenet, its subsidiaries and their respective employees, managers and directors shall in no event be held liable by users of the Tellink Mobile Service.

A.5. Tellink's liability is limited to damage arising from fraud or gross negligence or from failure to comply with an essential element of the Agreement. Tellink shall not be liable for indirect damage, loss of profits, income or opportunities. The total amount for which Tellink is liable in respect of all claims by the Customer, whether or not connected with one another, over a period of twelve (12) consecutive months shall not exceed the amount of four thousand (4,000) euros.

A.6. Tellink is not responsible for the content of telephone conversations and messages, nor for any damage they may cause. Tellink cannot be held responsible for services offered by third parties and accessible through the intermediary of the Tellink service, nor for the invoicing thereof.

A.7. Tellink is not liable:

- in the event of improper installation of the mobile phone or its accessories, or in the event of the use of non-approved equipment;
- in the event of disruptions in the supply or operation of the telecommunications facilities provided by the operators of networks to which Tellink's installations are connected, including in the event of defects in the network of the local operator;
- in the event of suspension of the service in accordance with article 7;
- in the event of disruptions in, or unavailability of, proposed services on the telecommunications networks provided by third-party suppliers or operators;
- in the event of changes resulting from requirements of the BIPT (Belgian Institute for Postal Services and Telecommunications);
- in the event of force majeure.

B. Fixed telephony

B.1. Equipment supplied (where applicable)

B.1.1. If your telephone system contains LCR software, you must reprogramme your PABX system (telephone exchange) in order to access the Tellink network.

B.1.2. You agree that Tellink shall at all times remain the owner of any equipment supplied by Tellink during the period in which that equipment is located on your premises. You shall ensure that this equipment is kept in a safe place and maintained in good working order, and is not used by anyone other than personnel authorised by Tellink in the normal day-to-day maintenance of the system. Upon termination of this Agreement, you shall allow the representatives designated by Tellink to remove all equipment owned by Tellink, which shall be done as quickly and cleanly as possible.

B.1.3. You shall provide the necessary equipment, the premises and a stable power supply where this is required, as well as a suitable environment to ensure stable operation of the equipment supplied by Tellink. You shall not charge Tellink any fee for this power supply, since this is a condition for the provision of our Service.

B.2. Warranties and limitation of liability

B.2.1. To the extent that all or any parts of the Service are defective, unavailable or disrupted, Tellink shall make all reasonable attempts to restore the Service as soon as possible following notification of the problem. Compensation may be granted in accordance with the rules of our Customer Service in force at that time. Tellink shall NOT be responsible for any faults in your Telecommunications equipment as a result of which Tellink is unable to provide you with our Services.

B.2.2. Tellink shall accept no liability for losses incurred as a result of any reprogramming of your equipment, whether by Tellink personnel or its subcontractors, unless that loss was caused intentionally or by misconduct of Tellink personnel or its subcontractors.

B.2.3. Tellink shall not be responsible for any damage to property on your premises resulting from the installation, removal or repair of equipment supplied and maintained by Tellink, unless that damage was caused intentionally, by negligence or by misconduct of Tellink personnel or its subcontractors.

B.2.4. Except to the extent described above, Tellink is in no way liable under this Agreement for Tellink's negligence or otherwise. Tellink shall under no circumstances be liable to pay compensation for any indirect damage (including but not limited to loss of profit, loss of income, turnover or anticipated savings, or corruption of data). In the event of a failure of the Service, Tellink shall not be liable for any additional costs if you transfer your traffic to another company.

B.2.5. Under this Agreement, Tellink does not exclude liability for death or personal injury caused by Tellink's negligence.

B.2.6. This paragraph F contains Tellink's entire liability in relation to this Agreement. All other express or implied terms, conditions and warranties are hereby excluded to the fullest extent permitted by law. The provisions set out in paragraph F shall also apply where this Agreement is terminated or expires.

B.2.7. Each part of this Agreement that excludes or limits Tellink's liability operates separately from the others. If any part is impermissible or has no effect, the other parts shall continue to apply.

B.3. Use of your PIN code(s)

B.3.1. Your PIN code is confidential and personal and it is your responsibility to keep your PIN code secure.

B.3.2. You are responsible for all costs incurred through the use of your PIN code. You shall notify us immediately by telephone and in writing if and when you suspect that your PIN code is being used without your consent or if you wish to cancel your PIN code. We may suspend the PIN code at our own discretion.

4. Obligations of the Customer

4.1. The Customer at all times remains solely responsible towards Tellink for the performance of his contractual obligations. Tellink shall under no circumstances be required to take account of any transfer to a third party in breach of article 6.2 of these General Subscription Conditions, regardless of who that third party is or which mobile phone he uses.

4.1.1. The Customer undertakes to use the Tellink service with due care, in accordance with the provisions of the Agreement, the applicable laws and the applicable regulations. It is prohibited to use this service contrary to public order or morality.

4.1.2. The customer is personally responsible for the payment of all amounts due. Any person other than the Customer who makes a payment acquires no right whatsoever vis-à-vis Tellink on that basis.

4.1.3. The Customer may under no circumstances sub-let his Tellink subscription to a third party. He further undertakes to use the Tellink service for his own use only. Thus the Customer may not, among other things, resell telephone traffic to third parties or use the Mobile Service as a partial solution for another telecommunications service for use in the service of third parties from which he would derive a financial benefit.

4.1.4. The Customer is prohibited from performing or having performed acts, from using the SIM card in such a way, or from employing equipment of any nature and in any manner, as a result of which:

- the integrity and/or operational reliability of the network may be affected; and/or
- the interoperability of the networks and/or telecommunications traffic could be jeopardised; and/or
- disruptions may be caused or are caused within the Mobile Service and/or telecommunications traffic.

4.2. The Mobile Service

4.2.A. THE SIM CARD

4.2.1. Tellink remains the owner of the SIM card given to the Customer upon approval of his subscription application. The Customer undertakes not to transfer, rent out, destroy or in any way damage it. He further undertakes to return the card immediately upon Tellink's first request — for whatever reason — both during the Agreement and upon its termination.

4.2.2. The Customer shall take all necessary precautions to prevent his SIM card from being used incorrectly or maliciously.

4.2.3. Any attempt to replicate the technical identification data stored on the SIM card is prohibited and may be punishable.

4.2.4. In the event of loss or theft of his SIM card, the Customer shall notify Tellink's Customer Service immediately by telephone and request that the SIM card be temporarily suspended. The Customer is not required to pay the cost of telephone calls made with his SIM card after that telephone notification. The Customer shall receive a new SIM card within 5 working days after

Tellink has received a written declaration of loss or theft and a copy of the holder's identity card. If the Customer recovers his SIM card declared stolen or lost, he may have it reactivated by written application addressed to Tellink's Customer Service.

Suspension and reactivation costs amounting to EUR 30 may be charged.

4.2.5. If the SIM card becomes blocked or damaged as a result of an incorrect action by the Customer, a new card shall be supplied upon written application by that Customer. The costs of renewing the SIM card may be charged to the Customer.

4.2.6. If the SIM card is defective as a result of a manufacturing fault or an incorrect configuration of the SIM card, a new SIM card shall be supplied to the Customer free of charge.

4.2.B. CLIP/CLIR

CLIP: Presentation of the caller's identification. CLIR: Restriction of the caller's identification.

Thanks to CLIP, the Customer can read the caller's number on the screen of his mobile phone, and his number becomes visible on the device of correspondents who have likewise activated CLIP. If the Customer activates CLIR, his number is not transmitted when making a call and he cannot see the number of his correspondents. The customer may at any time decide, free of charge, to switch from the "permanent display" of his call number to the "permanent non-display" (CLIR) of his call number and vice versa. In the event of call forwarding, the person to whom the call is forwarded sees the telephone number of the original caller. The Customer can see his correspondent's number (CLIP) if the technical conditions permit, if the correspondent has not restricted that facility (by activating CLIR) and if the Customer's device supports the CLIP function. If the call comes from another network, the correspondent's number is only displayed if all the network operators involved transmit the number.

4.2.C. MOBILE TELEPHONY DEVICES

4.2.7. The Customer undertakes to use only mobile telephony devices that are approved under Belgian regulations and that function perfectly. It is prohibited to connect to mobile telephony devices and accessories any equipment that may cause disruption within the Tellink service.

4.2.8. Before the Customer's subscription is activated, he may be asked to have his mobile phone checked. If it is established that this mobile phone causes or may cause disruption, Tellink may refuse the Customer's subscription application.

4.2.9. The Customer undertakes to reimburse all costs and all possible payments made by Tellink arising from non-compliance with article 4 (for example compensation paid to third parties or repair costs). All of this without prejudice to any other rights or actions on the part of Tellink.

4.2.D. DATA TRANSMISSION

4.2.10. Via the Mobile Service it is possible, under certain conditions, to transmit data (SMS, WAP over GSM, GPRS, etc.). This can be done in various ways. Some of those ways are made available to the Customer automatically; others depend on an ad hoc option taken by the

Customer, in which latter case the activation date of the additional service may differ from the activation date of the Tellink service.

4.2.11. Tellink can in no event be held responsible for data transmission services provided by third parties, nor for the content or lawfulness of those services. Nor is Tellink responsible for the use of those services by the Customer.

4.2.12. Tellink cannot be held responsible for the accessibility of the data transmission services, whether provided by Tellink or by third parties, nor for the time or the quantity of data required to obtain the desired information.

4.2.13. The Customer is aware that specific hardware and/or software is required for some data transmission services.

Tellink may thus offer such services granting access to the Mobile Service without the Customer having to use his mobile telephony device for that purpose. The Customer alone is responsible for the compliance of his hardware and/or software with the services he wishes to use.

4.2.14. The invoicing of certain data transmission services is based not on connection time but on the quantity of information sent. Tellink cannot be held responsible for billing data transmitted by third parties for services they have provided.

4.2.15. Tellink may at any time make changes to the number and nature of the available data transmission services or categories.

4.2.E. Tellink reserves the right, without prior notice, to block or restrict access to certain services or information in whole or in part, or to modify the content or the information, if there is a risk that the content of those services or information is contrary to the applicable laws, public order or morality as they apply in Belgium or in any other jurisdiction from which the Tellink Service is accessible. Tellink likewise reserves the right to make access to certain services or information subject to, among other things, several conditions which may evolve.

4.3. Fixed telephony

4.3.1. You shall ensure that your telecommunications equipment is and remains in good working order and repair by a competent service provider, so that we can provide our Services via our system.

4.3.2. You shall not use the equipment for any improper or unlawful application or in a manner that would be offensive or otherwise unlawful. Nor shall you permit others who have access to your system to do so.

4.3.3. You shall use only BIPT-approved telephone equipment for connection to the system, and all equipment shall at all times comply with all applicable legislation relating to its use.

4.3.4. You shall pay for the Services provided by Tellink within the period permitted under our standard Payment Conditions, as communicated to you by Tellink from time to time. You are responsible for the use of the Service, whether or not you have approved that use of the Service.

4.3.5. You shall comply fully with this Agreement, as well as with all amendments made to this Agreement from time to time. Furthermore, you shall also comply with all reasonable instructions of Tellink relating to the use of your telephone system and the improvement of our Service.

4.3.6. In the event that we supply you with equipment, you shall provide Tellink, as well as its designated representatives, with reasonable access so that we can provide you with the Service.

4.3.7. You shall ensure that Tellink and its designated representatives have reasonable access to all required locations at mutually agreed times. In the event of an emergency, you shall permit all equipment supplied and maintained by Tellink to be removed. You must comply with the payment obligations as described below in paragraph D of this Agreement.

4.3.8. You shall pay Tellink the current published tariffs for our Services as communicated to you.

4.3.9. You shall notify us in writing if you wish to make any additions or changes to the list of specific telephone lines over which the Service will be used, or any other changes relating to your use.

4.4. Signature of the Customer

Tellink and the Customer agree that the entry by the Customer of the PIN code on his mobile phone constitutes a signature and binds him contractually for the services proposed by Tellink.

5. Invoicing and payment conditions

5.1. Each month Tellink sends the Customer an invoice which, in addition to the legally prescribed particulars, contains the following:

- where applicable, the activation costs;
- the subscription charge according to the chosen subscription plan;
- charges for any options selected by the Customer;
- any pro rata charges for subscriptions changed during previous billing periods;
- the national and international mobile communication costs, the costs for national and international fixed communications and for calls to mobile phones;
- all other costs and credits for the Customer's account.

Subscription charges are invoiced at the beginning of each billing period; communication costs at the end of each period.

5.2. Tellink may send interim invoices if it considers that the level of the amounts to be invoiced justifies this.

5.3. All complaints concerning invoices must be sent in writing by letter to Tellink's Customer Service within three months of the date on which the invoice concerned was drawn up. After this period, the Customer is irrevocably deemed to accept the invoiced amount. The submission of a complaint does not release the Customer from his obligation to pay the undisputed portion.

The metering records (call reports) which serve as the basis for invoicing and which are stored by Tellink shall prevail over any other evidence.

5.4. The invoiced amounts must be paid within a period of 10 days (unless a longer payment period is stated on the invoice itself).

Invoices are settled:

1. by bank transfer using the transfer form enclosed with the invoice, without any changes being made to the details completed by Tellink;
2. by direct debit:
 - a) bank direct debit;
 - b) credit card direct debit: Visa, Eurocard, Mastercard, American Express (Amex).
This direct debit is arranged by means of a form made available by Tellink;
3. by payment at Tellink, Schupstraat 21, 2018 Antwerp or Hoveniersstraat 15, 2018 Antwerp, during opening hours (Monday to Friday).

5.5. If the invoice is not received, the Customer may request a duplicate from Tellink. Administrative costs amounting to EUR 10 may be charged for each duplicate of an invoice.

5.6. Upon expiry of the payment period, a commercial customer who has not paid an invoice shall be in default by operation of law without any need for a reminder, except where article 5.5 applies. Upon this notice of default, the invoice shall be increased automatically and without prior notice from Tellink by fixed-sum compensation of 10% of the total amount of the invoice, with a minimum of EUR 62. Upon expiry of the payment period, default interest is payable, charged for the collection procedure (lawyer/bailiff).

5.7. Repeated payment arrears leading to the sending of reminders may result in administrative costs being charged, without prejudice to the option provided by article 7.1.1 of these General Subscription Conditions. If the reference on the Customer's transfer is incorrect or incomplete, additional administrative costs shall be charged.

5.8. For each refusal of payment of a direct-debited invoice by the financial institution appointed by the Customer, administrative costs amounting to EUR 9 may be charged without prior notice.

5.9. Under a subscription plan with included call time, Tellink may carry over unused minutes to the following month, up to a maximum of the included call time per month. Upon switching to a new subscription plan, the maximum duration that can be carried over depends on the included call time of the new subscription plan chosen by the Customer.

6. Transfer of the Agreement

6.1. By Tellink

Tellink is entitled to transfer all or part of its contractual rights and obligations to a third party, without the Customer having to give consent and without the Customer being able to claim any

compensation in connection with that transfer. The transfer may not, however, result in any reduction of the Customer's guarantees.

The Customer may terminate the transferred subscription without charge within 15 days of notification of the transfer, by registered letter addressed to the transferee.

6.2. By the Customer

The Customer may not transfer the Agreement to a third party without Tellink's consent. After acceptance by Tellink of the application for transfer, the Customer and the new customer shall both sign the transfer form. The new customer must also submit a new subscription application and, upon signing it, agrees to the General Subscription Conditions.

7. Suspension of the Agreement

7.1. By Tellink

7.1.1. In the event of non-payment of all or part of an invoice amount on the due date, and if the Customer has not responded to a written reminder from Tellink granting a regularisation period of 1 week, Tellink may, by operation of law and without compensation, immediately suspend the supply of the Tellink service to the Customer. The suspension costs may be charged to the Customer.

7.1.2. If the Customer fails to fulfil his other obligations towards Tellink as set out in these General Subscription Conditions, or does not respect the conditions of use of the Tellink service, Tellink may immediately suspend the Tellink service without notice of default or compensation. Tellink may also do so in the event of evidence or serious suspicion of fraud. Tellink reserves the right, in the event of abnormal increases in consumption by the Customer, to suspend access to the service as a precautionary measure, after having notified the customer thereof (where possible).

7.1.3. Tellink may immediately suspend the Tellink service, without prior notice or compensation, in cases of force majeure or for reasons connected with technical operation. Tellink undertakes to inform customers thereof as far as possible and by all appropriate means.

7.1.4. In the event of suspension in accordance with articles 7.1.1 and 7.1.2, suspension costs amounting to EUR 15 per card shall be charged to the Customer. In addition, the Customer remains bound to respect all obligations imposed on him by the Agreement. One month after the start date of the suspension, the Agreement may be terminated automatically.

7.2. By the Customer

The Customer may request a suspension of his subscription, for whatever reason, for a specified period which may not exceed a duration of three months per year. This period cannot be extended. After a maximum of three months, the subscription is automatically reactivated. Suspension and reactivation costs (amounting to EUR 15 per card) shall be charged to the Customer.

7.3. If the Agreement is suspended by Tellink or by the Customer himself, the end date of the Agreement of 12, 15, 24 or 36 months shall be contractually deferred by the duration of the suspension.

7.4. The suspension of the Agreement entails, by operation of law, the suspension of the options attached to it.

8. Termination

8.1. Termination by Tellink

8.1.1. If the Customer has not regularised his position within ten days of the suspension of the Agreement by Tellink pursuant to articles 7.1.1 and 7.1.2, Tellink is entitled to terminate the Agreement immediately in writing, without notice period or termination compensation.

8.1.2. Tellink may also terminate the Agreement immediately by registered letter to the Customer, without prior notice or compensation, if it establishes that the Customer gave Tellink incorrect or falsified — yet essential — information (as apparent from the subscription application form) when submitting the subscription application, or if the Customer has failed to communicate important changes relating to the information provided, or if the Customer uses the Tellink service for purposes contrary to public order, morality or a statutory or regulatory provision.

8.1.3. Tellink may terminate the Agreement immediately by operation of law in the event of bankruptcy, judicial composition, application for a stay of payment, liquidation or dissolution of the Customer's company.

8.1.4. The Agreement is dissolved by operation of law at the moment the operating licences granted to Tellink by the competent Belgian authorities expire. Termination pursuant to articles 8.1.1 and 8.1.2 is without prejudice to Tellink's right to recover from the Customer the damage it has suffered.

8.2. Termination by the Customer

A. Mobile telephony

A.1. In the case of an Agreement of indefinite duration, the Customer may terminate the Agreement at any time and free of charge.

In the case of an Agreement of definite duration, the Customer may terminate the agreement free of charge after six months (in the event of termination after a term of less than 6 months: compensation of at most the subscription charges up to the 6th month).

Business Customers (6 or more lines) are entitled to terminate the Agreement of definite duration before the expiry of the minimum term provided for in article 2.5.3 or before the agreed period, provided that they pay Tellink compensation for this. This compensation is, per activated card, equal to half of the subscription charges still payable plus half of any charges for the contractually included call time or the contractually included call credit, calculated up to

the end of the aforementioned minimum period, subject to a maximum of EUR 150 per activated card. This compensation cannot be regarded as payment of invoice amounts still due. Termination of the Agreement by the Customer must be made in writing by email, fax, or by post to Tellink at the address stated in article 13. This letter shall state the mobile number or customer number, the name and address of the Customer, and shall bear a signature and the date on which the letter was drawn up.

A.2. If, during the term of the agreement, there is an increase in the tariffs or a change to the General Subscription Conditions — see article 2.6.1 — the Customer may, as provided in article 2.6.2, terminate the Agreement by ordinary letter, without owing any fixed-sum compensation. In the event of a change to the tariffs, the letter must reach Tellink no later than 1 month after receipt of the first invoice on which the tariff increase was charged. In the event of a change that does not involve a tariff increase, the letter must reach Tellink no later than 1 month after the change enters into force.

B. Fixed telephony

B.1. You may terminate the Agreement at any time for the reasons set out under article B.2. If you wish to terminate the Agreement, you must notify us thereof in writing. In the event that you terminate this Agreement, you will be invoiced for your Telephone expenditure. That amount shall be immediately collectable.

B.2. Change of Services

Tellink may change the technical specifications or characteristics at any time, whenever organisational, operational, technical or other conditions require this. We shall only inform you in advance if such changes affect your use of the service. In the event of an emergency, you will be informed no later than one week after implementation of the change. The change does not entitle you to any compensation.

C. General

C.1. In addition to all other measures Tellink may take, Tellink may temporarily suspend some or all Services or terminate this Agreement, without prior notice or compensation and without prejudice to its rights to demand full payment of all outstanding amounts plus interest, in the event that:

- i. you breach one or more provisions of this Agreement or of any other agreement you have concluded with Tellink;
- ii. you repudiate this Agreement or any other agreement you have with Tellink;
- iii. bankruptcy proceedings or proceedings to obtain judicial composition are instituted against you;
- iv. a receiver is appointed over any of your assets;
- v. of a liquidation; or
- vi. we discover a possible fraudulent use of the Service.

9. Waiver

The fact that one of the parties does not at a given moment require the strict application of one of the provisions of these General Subscription Conditions cannot be regarded as a waiver of the rights available to that party under these General Subscription Conditions. That party may also at any later time require strict compliance with that provision or with the other provisions of these General Subscription Conditions, save by express agreement to the contrary between the parties.

10. Information to the Customer

Tellink draws the Customer's attention to the potential danger of using his mobile phone while driving a vehicle and to the interference his mobile phone may cause in medical equipment or navigation systems. Tellink can in no way be held liable for any damage occurring as a result of the factors referred to above, whether to the Customer or to third parties.

11. Nullity

The nullity, unenforceability or non-binding nature of one clause of these General Subscription Conditions shall not affect the validity, enforceability or binding nature of the remaining General Subscription Conditions, except where the Agreement cannot continue to exist without the unlawful term.

12. Complaints and disputes

12.1. Amicable settlement

12.1.1. In the event of complaints, the Customer shall contact Tellink's Customer Service.

Tellink NV BE0459 188 102 Schupstraat 21, 2018 Antwerp tel.: 03 201 96 40 email: mail@tellink.com

12.1.2. If the Customer is not satisfied with the response of Tellink's Customer Service, he may contact the Ombudsman Service for Telecommunications, which was set up by the competent authorities and with which Tellink has concluded an agreement.

Ombudsman Service for Telecommunications Koning Albert II-laan 8 box 3 1000 Brussels tel.: 02-223 09 09

12.2. Judicial settlement

Any dispute relating to the existence, interpretation or performance of the Agreement that cannot be settled between Tellink and the Customer themselves falls within the exclusive jurisdiction of the courts of Antwerp.

12.3. Applicable law

All provisions of the Agreement are governed by Belgian law.

www.tellink.com

[This is a translation of the Dutch original “Algemene verkoopsvoorwaarden”. In the event of any discrepancy between the language versions, the Dutch version shall prevail.]