

## 1. Joining the Discovery Line program

Any physical person holding a analog telephone line (PSTN) used for private purposes who wishes to join the Discovery Line rate program (hereafter referred to as the "Customer") may submit to Proximus public limited company of Belgian public law, hereafter referred to as "Proximus", a request to join the program. The Customer's request will be accepted once Proximus verifies that he/she meets the conditions for membership in Article 3 below.

## 2. Fee

Customers wishing to join the Discovery Line program will pay in advance a reduced monthly fee, covering a maximum of one analog telephone line (PSTN) of which they are the holder and with regard to which they state their desire to apply the Discovery Line program when entering the contract. This sum will be added to the telephone bill, replacing the basic subscription fee for the analog telephone line in question.

## 3. Conditions of membership

Membership in the Discovery Line program is subject to the following conditions:

- 3.1. The Customer must be a physical person who is the holder of the analog telephone line (PSTN) to which he/she request the application of the Discovery Line, while entering the contract.
- 3.2. The Customer may not already benefit from the Discovery Line program for another analog telephone line of which he/she is the holder.
- 3.3. The Customer states that the analog telephone line for which he/she wishes to have Discovery Line is exclusively for his/her own personal use and not for professional use.
- 3.4. The Discovery Line rate plan cannot be combined with any rate plan offering preferential rates or with the so-called "social rates." The program may be combined with the Proximus Benefit+ and Proximus Benefit One discount programs for traffic routed by Proximus. It may only be combined with another discount program if this is specifically authorized in the general and specific conditions applicable to this other discount program.
- 3.5. Discovery Line is not available for analog telephone lines covered by a Proximus Privilege Guaranty or Proximus Office Service Level Agreement (SLA). It is compatible with the SLA that referred to in the general terms and conditions for telephone service. It is not compatible with any other SLA unless the general or specific terms and conditions applicable to this SLA expressly authorize such compatibility.
- 3.6. The Customer may not have debts nor late payments to Proximus for the analog telephone line reported in his/her membership request nor for any other telephone line and/or basic access of which he/she is the holder.

Discovery Line is not compatible with the advice of charge service (16 kHz).

## 4. Rates for calls made using Discovery Line

4.1. Without prejudice to Article 4.3, all calls made from the analog telephone line reported by the Customer when joining the

Discovery Line program will be billed by Proximus in the following manner, whatever the type of traffic generated from this line (zonal, interzonal, international, to mobile numbers, Internet, special numbers such as 070, 078, 0900, 0902, 0903, 0909, etc.):

- for calls routed via the Proximus network and billed by Proximus: the basic rate per minute applicable to this type of call, plus an additional charge per minute; the basic charge and the additional charge are included in Proximus list of official rates and prices.
- for calls routed via the network of another operator (using a Carrier Selection Code (CSC)/Carrier Preselection (CPS)) and billed by that operator: in addition to the basic rate per minute billed by this operator for this type of call, Proximus or the other operator may, at its discretion, apply an additional charge per minute; the amount of this additional charge is included in Proximus list of official rates and prices (if billed by Proximus) or will be communicated to the Customer by the other operator (if billed by the other operator).

4.2. For each completed call, a set-up shall always be charged during peak and off-peak hours. The amount of the set-up varies depending on the destination of the call.

4.3. Calls to three-digit emergency numbers and 0800 numbers are not subject to the additional charge referred to in Article 4.1.

## 5. Effective date and term of the contract

Conclusion of this contract is subject to acceptance by Proximus of the application. This contract is concluded for an indefinite term.

If Proximus receives the Customer's application before the 19th day of the month (inclusive) and the Customer complies with the criteria specified in these Terms and Conditions, the rate plan will come into effect at the latest by the first day of the next month. It will otherwise come into effect at the latest on the first day of the month thereafter.

## 6. Termination

6.1. The Customer may terminate the Discovery Line contract at any time by telephone, fax or letter sent to the address or numbers indicated in the documentation provided to him. Termination will take effect as soon as the Customer's request is received.

However, if the Customer wants to terminate simultaneously the telephony service contract for the analog telephone line in question, the termination must be performed in accordance with modalities and period of notice as mentioned in the general terms and conditions of the telephony service. In this case, the monthly fee in Article 2 will not be refunded for the billing period during which both termination requests have been received.

6.2. Proximus reserves the right to terminate the contract at any time, subject to 15 working days' notice provided to the Customer by any appropriate means.

Nevertheless, if Proximus discovers during the implementation of the contract that the Customer fails to comply with one of the membership conditions indicated in Article 3, it may automatically terminate the contract, effective immediately, subject only to written notification provided to the Customer.

6.3. Except when Article 6.1 paragraph 2 applies, the termination of the Discovery Line tariffs plan in application of Articles 6.1 paragraph 1, 6.2 or 8.4 does not result in the termination of the telephony service contract for the analog telephone line in question. As of the termination, Proximus basic rates will apply to the subscription fee and to calls made from this line. For the billing period which precedes the termination, the monthly fee in Article 2 will be billed in proportion to the number of days preceding the termination. The customer is free to terminate the line afterwards, in accordance with the conditions mentioned in the general terms and conditions of

the telephony service.

## **7. After-sales service**

In the event of difficulties related to this contract, the Customer may report complaints either by calling 0800 55 900 or writing to the following address: Proximus, CBS Customer Care, Bd du Roi Albert II 27, 1030 Brussels

## **8. General principles**

**8.1.** Personal data provided by the Customer when the membership request is made are recorded in Proximus files. These data will be used for customer-related administration and for providing information about or promoting Proximus products and services. The Customer has the right to access and, if necessary, correct the information in this file. Customers who do not wish to be contacted by Proximus for promotional purposes may request that Proximus place them, at no charge, on a list to that effect.

**8.2.** Unless specified otherwise herein, the general terms and conditions for Proximus telephone service will apply to the contract. These conditions can be obtained simply by calling toll-free 0800 55 800.

**8.3.** All prices referred to in this contract appear in Proximus price list.

**8.4.** Proximus reserves the right to change these general terms and conditions as well as the prices. Proximus will inform customers, by any means appropriate, fifteen business days before any modifications take effect. When modifications are made, customers who do not accept the new conditions or prices may terminate the contract.

In the event the legal and/or regulatory framework in Belgium or Europe should prompt Proximus to amend the contents of the contract or terminate it, customers shall be notified by any appropriate means. The parties will consider this type of modification or termination as a case of force majeure. Proximus will be able to carry out this type of change or cancellation with immediate effect, without being liable for any indemnities vis-à-vis the Customer.