

General Terms and Conditions

1. Definitions

Delivery period: The period as defined in article 3.2 of the General Terms and Conditions.

BIPT: Belgian Institute for Post and Telecommunications as referred to in article 13 of the Law of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sector.

Special terms and conditions: The specific terms and conditions applicable to the delivery by Dstny BE NV of a specific Service or group of Services and which, depending on the case, supplement or provide for specific derogations to the General Terms and Conditions.

Dstny BE NV: The NV (public limited company) Dstny BE NV with registered office at Belgicastraat 17, 1930 Zaventem, with RPR number 0442.894.476, owner of the public electronic communications network that is used for providing the Service(s) to the Customer as set out in the Agreement.

Customer: the legal entity as defined in the Service Order Form who, as end-user (subscriber) purchases the Service(s) from Dstny BE NV in accordance with the provisions of the Agreement. If explicitly stated in the Service Order Form, the Customer includes companies affiliated with the Customer.



consumers.

Service: The service or group of services as defined in the Special Terms and Conditions that Dstny BE NV provides to the Customer in accordance with the provisions of the Agreement, in exchange for the Fee.

Fee: The compensation and costs as determined in the Agreement, which the Customer must pay to Dstny BE NV for the use of the Service(s) with the exclusion of third-party settlements.

The Law: The law of June 13, 2005, as amended by the law of December 21, 2021, regarding electronic communications.

Dstny – Backbone (MPLS): The public electronic communications network of Dstny BE NV, including the Associated facilities and Access Points.

Dstny – Fixed network: the Dstny Backbone including the Dstny-connection network but with the exclusion of the Customer-connection network used by Dstny BE NV to provide its Customers with the (fixed) Services.

Dstny – Mobile network: The electronic communications network including Associated facilities used by Dstny BE NV to provide its Customers with the (mobile) Services.

Dstny – network: The Dstny – Fixed network and/or the Dstny – Mobile network.

Sim card: the 'Subscriber Identity Module' card, which remains at all times the property of Dstny BE NV, and which, when inserted in the authorised and permitted Terminal Equipment, grants a Customer access to the Dstny – Mobile network and to the agreed (mobile) Services.

Terminal Equipment: a product or the relevant part of a product that may or may not have been provided by Dstny BE NV, that enables electronic communications and is intended for direct or indirect connection with the interfaces of a public electronic communications network.

Associated facilities: all of the physical infrastructure, facilities and components of Dstny BE NV associated with the Dstny-network and



Access Point: The physical point where the connection network comes into contact with the Dstny-Backbone.

Dstny connection network: The physical circuit and accessories that connect the Network Connection Point with the Access Point and that is supplied and maintained by Dstny BE NV or by a third party designated by Dstny BE NV.

Customer connection network: The physical circuit and accessories that connect the Network Connection Point with the Access Point and that is supplied and maintained by a third party designated by the Customer.

Network connection point: The physical point between the Location and the Dstny-connection network or the Customer-connection network.

Customer Equipment: All of the Customer's (terminal) equipment, hardware and software that is necessary at the Location for the delivery or use of the Service(s) owned exclusively by and under the exclusive management of the Customer or a third party designated by the Customer.

Dstny equipment:

All equipment, hardware and software that is necessary at the Location for the delivery or use of the Service(s) owned exclusively by and under the exclusive management of Dstny BE NV or a third party designated by Dstny BE NV.

Dstny-equipment also includes specific configurations and modifications of and to the Customer Equipment carried out by Dstny BE NV or by a third party designated by Dstny BE NV.

Location(s): The Customer's infrastructure and/or facility that is connected with the Access Point by means of the Dstny-connection network or the Customer-connection network and where and/or between which the Service(s) is (are) delivered as defined in the Service Order Form. The Location can be housed with a third-party supplier designated by the Customer.

Service order form: The Dstny BE NV order form that has been fully and accurately completed, including, non-exhaustively, the



the Agreement, the Fee(s) and the type of connection network (if applicable).

Party of parties: Dstny BE NV, on one hand, and the Customer, on the other hand, or both respectively.

Agreement: The contract between Dstny BE NV and the Customer for the supply of one or more Service(s) and consisting of the Order Confirmation, the Service Order Form lawfully signed by the Customer, the General Terms and Conditions, the Special Terms and Conditions, and, if applicable, the Service Specifications and the Service Level Agreement (SLA).

General terms and conditions: the terms and conditions as set out below, which are applicable to any contractual relationship between the Parties.

Service specifications: The document constituting a part of the Agreement that describes the technical specifications and properties of a Service including, if applicable, average speeds and volumes.

Service Level Agreement (SLA): The document constituting a part of the Agreement that describes the quality guarantees, measurement procedures, maintenance services and Customer support services applicable to a specific Service or group of Services.

Effective date: The date on which the Agreement enters into force and is binding for both Parties, specifically the date as explicitly stated in the Order Confirmation or, if not explicitly stated, the sending date of the Order Confirmation.

Commissioning date: The date on which the Service(s) is (are) made operational and available for the Customer by Dstny BE NV and accepted by the Customer in accordance with the provisions of the Agreement.

Business day: every weekday from 9 a.m. to 5 p.m., with the exception of Saturdays, Sundays, public holidays and bank holidays.



Order confirmation: The explicit, written confirmation by Dstny BE NV to the Customer in which Dstny BE NV, cumulatively, accepts the Customer and accepts the Service Order Form.

2. Object

2.1 Area of application

The explicit, written confirmation by Dstny BE NV to the Customer in which Dstny BE NV, cumulatively, accepts the Customer and accepts the Service Order Form.

2.2 Amendments

Dstny BE NV expressly reserves the right to unilaterally amend the provisions of the General Terms and Conditions, the Special Terms and Conditions, the Service Specifications, The Service Level Agreement and the The compensation and costs. In this respect, Dstny BE NV will notify the Customer no later than one (1) month before the amendment takes effect, by any means that Dstny BE NV deems appropriate for this purpose, including specifically, but not limited to, notification by mentioning the amendments on the Customer's invoice.

If the Customer does not accept the proposed amendments, the Customer is entitled to terminate the Service(s) affected by the amendments, exclusively for the future, without the Parties owing any (severance) compensation other than the Fees payable by the Customer for the Services effectively provided by Dstny BE NV up until the date of termination by the Customer, which must be done by means of notification by registered letter received by Dstny BE NV no later than the last day of the month following the entry into force of the amendments.

In the event of changes in accordance with a decision, verdict, obligation, law, or regulation that substantially encumbers the contractual obligations of **Dstny BE NV** or renders them impossible, **Dstny BE NV** is entitled to terminate the relevant Service(s) subject to simple written notification with immediate effect, without being required to pay any severance or termination compensation to the Customer.



1. Changes that are solely in favor of the Customer;
2. Changes that are purely administrative in nature and have no negative impact on the Customer;
3. Changes directly imposed by or under legislation, ruling, or obligation adopted or imposed by a Belgian (e.g., BIPT), European regulatory or adjudicative authority, or by Belgian or European laws or regulations that mandatorily impose such adjustments;
4. Indexation of Fees and charges as described in Article 6.2 (Price Adjustment) of the General Terms and Conditions.

2.3 Waiver of the customer's (purchase) conditions

The Customer waives its own (purchase) conditions and accepts that these are not applicable to the contractual relationship between **Dstny BE NV** and the Customer regardless of whether the (purchase) conditions of the Customer stipulate otherwise and regardless of whether the Customer has in any way and at any time notified **Dstny BE NV** of them.

2.4 Establishment of the agreement

All quotations or proposals from **Dstny BE NV** are made at no obligation and are strictly indicative. **Dstny BE NV** expressly reserves the right to unilaterally revoke or amend a quotation or proposed Service Order Form. Unless otherwise agreed between the Parties, written proposals or quotations from **Dstny BE NV** remain valid until one month following the sending date, at which time they automatically expire.

A Service Order Form signed by the Customer that has not been explicitly accepted by means of an Order Confirmation is not binding for **Dstny BE NV**, with the understanding, however, that, except in the case of a written rejection by **Dstny BE NV**, a Service Order Form signed by the Customer that has not been confirmed by means of an Order Confirmation after a period of 15 business days following its receipt by **Dstny BE NV** will be considered to have been accepted and confirmed by **Dstny BE NV**. A Service Order Form signed by the Customer can be lawfully sent to **Dstny BE NV**



An Agreement between **Dstny BE NV** and the Customer is only established and is only binding for **Dstny BE NV** if **Dstny BE NV** has accepted the Customer and the signed Service Order Form by means of an Order Confirmation. An Order Confirmation can be lawfully sent to the Customer by fax, e-mail or electronically and has full probative value between the Parties.

A photocopy of the Agreement signed by a Party will be considered equivalent to a signed original copy of the Agreement unless proved otherwise.

If a copy or reproduction is submitted in a different form than the initial and original Agreement, the Parties waive the right to demand the submission of the original Agreement and to deny the probative value of the copy or reproduction and its correspondence to the original, except in the case of fraud or demonstrable unreliability of the reproduction technique.

Unless otherwise agreed in the Service Order Form, each Service or group of Services will always be the object of a separate Service Order Form and separate Agreement. The termination of a Service that is the object of an Agreement does not affect any Services for the same Customer that are the object of a different separate Agreement.

A Service Order Form shall be signed by the Customer, by the authorised natural person or legal entity who is entitled to legally represent and commit the Customer's company. The natural person or the legal entity who signs a Service Order Form in his own name, or in the capacity of representative or who pays the Fee in execution of it, even on behalf of third Parties, vouches for these third Parties and is committed jointly and indivisibly with them.

In the case that a Customer's Service Order Form also relates, directly or indirectly, to other companies affiliated with the Customer in accordance with article 11 of the Company Code, these affiliated companies will also be bound by the provisions of the Agreement and the Customer will vouch for the compliance by these affiliated companies with all of its contractual obligations stemming from the Agreement.

Dstny BE NV can, at its discretion, reject a Service Order Form (signed by the Customer) and refuse to establish an Agreement with



Dstny BE NV can also, at any time and up until the moment of acceptance of the Customer and the Service Order Form, impose additional demands of a financial or technical nature as a condition for establishing an Agreement with the Customer.

2.5 Online Orders

In the case of an online order (Service Order Form) for Service(s) and/or Product(s) via the **Dstny BE NV** website (www.dstny.be), properly submitted by the Customer in accordance with the applicable procedures and subject to the condition of the explicit acceptance by the Customer of the applicable General Terms and Conditions, Special Terms and Conditions, and, if applicable, the Service Specifications and the Service Level Agreement (SLA), the Agreement is only established at the moment of the receipt by the Customer of explicit confirmation from **Dstny BE NV** of the online Service Order Form on a durable support (by e-mail).

Unless explicitly stated otherwise in the Order Confirmation, the Effective Date is the date on which **Dstny BE NV** has sent the confirmation of the order by e-mail to the e-mail address provided by the Customer.

Unless the Customer objects in writing within the 3 Business Days after receipt of the Order Confirmation, the content of the confirmation sent by **Dstny BE NV** and the object of the Agreement shall be considered to have been irrevocably accepted by the Customer.

3. Duration and installation

3.1 Duration

The duration of each Agreement starts on the Commissioning Date and continues for the period determined in the confirmed Service Order Form (Initial period). If there is no duration included in the confirmed Service Order Form, the Agreement has an initial period of 36 months.

After the expiration of the initial period, the Agreement will be automatically and tacitly extended by a period of one (1) year ("Extension"), unless a Party has notified the other Party by



Exclusively with regard to the SME Customers, the replacement of an Agreement of indefinite duration or of an Agreement of fixed duration that has been established by a new Agreement of fixed duration, will only take place if the SME Customer has been notified in writing of this possibility in advance and if the SME Customer has given its explicit approval in writing. If an SME Customer does not accept the extension of its Agreement of fixed duration, it will automatically be converted to a contract of indefinite duration.

The Customer can terminate the Agreement in writing at any time without having to provide the justification for it.

If a Customer, other than an SME Customer, terminates the Agreement prior to the expiration of the Initial Period or Extension, the Customer will owe **Dstny BE NV** a severance payment corresponding to the remaining Fees owed until the maturity date of the Initial Period or Extension of the Agreement. Moreover, the Customer is bound to pay to **Dstny BE NV** all reductions or discounts that were granted to the Customer in accordance with the provisions of the Agreement. All amounts for Products, hardware or software supplied by **Dstny BE NV** are then immediately due and payable.

In the event that an SME Customer wishes to terminate this Agreement prematurely, it will owe a severance payment equivalent to the Fees until the end of the sixth month following the Commissioning Date from the Agreement. After the end of the first six months following the Commissioning Date, each Party can terminate the Agreement at any time in writing, subject to a period of notice of 1 month, without any severance or termination compensation being required from the SME Customer.

An additional fee is payable by the SME Customer who has received, for free or at a lower price, a Product of which the acquisition was connected to the signing of a fixed duration Agreement. This fee is equal to the remaining outstanding amount in accordance with the depreciation table that was provided to the SME Customer on the Effective Date and which reflects the residual value of the Product for each month of the duration of the Agreement.



compensation, to dissolve the Agreement at the expense of the Customer in the following cases: (i) if the Customer, despite written notices of default in which a period of at least 5 Business Days is taken into account, remains in default of the (timely and proper) fulfilment of one or more obligations stemming from the Agreement (ii) in case of suspension of payment or (filing for) bankruptcy by the Customer (iii) in the case of liquidation or termination of the activities of the Customer (iv) if (any of) the components of the Customer's assets have been seized.

In the same cases as referred to above, **Dstny BE NV** has the right, at any time, with immediate effect, without judicial authorisation, without the requirement of a prior notice of default and without payment of damages or other compensation, to suspend its obligations, until such time that the reasons for the suspension are remedied. During the suspension of the Agreement, the Customer is required to continue to uphold all obligations and Fees stemming from the Agreement.

In the event of dissolution or suspension of the Agreement by **Dstny BE NV**, **Dstny BE NV** reserves the right to claim compensation for the costs, interest and damages that **Dstny BE NV** incurs as a result of the dissolution/suspension and all claims of **Dstny BE NV** against the Customer will be immediately due and payable.

3.2 Delivery period, installation and commissioning date

Every delivery period as stated on the confirmed Service Order Form or on the Order Confirmation is strictly indicative. Unless expressly provided in an applicable SLA, exceeding the delivery period, regardless of the reason, does not entitle the Customer to claim any compensation, nor to dissolve the Agreement.

Dstny BE NV will make all commercially and economically reasonable efforts to respect the established delivery date.

Unless otherwise stipulated, the delivery period will start on the Effective Date and will end on the Commissioning Date.

The delivery period will in any case be suspended as a result of the non-compliance by the Customer or by the third party designated by the Customer with the obligations included in the Agreement, the



requirements as detailed in the Agreement.

In the event of suspension of the Delivery Period as a result of the aforementioned situations, **Dstny BE NV** is authorised to invoice the Fee(s) owed by the Customer in accordance with the provisions of the Agreement, starting from the end of the Delivery Period confirmed in the Service Order Form. The same applies in the case that the Customer-connection network is not (promptly) operational for reasons that are not attributable to **Dstny BE NV**.

At the end of the installation/delivery, **Dstny BE NV** will test the Service(s). The delivery will be regarded as having been completed and irrefutably accepted by the Customer either (i) by the written confirmation by the Customer (acceptance document) (ii) the use of the Service(s) by the Customer or (iii) in the case that the Customer has not, within a period of 3 business days following notification from **Dstny BE NV** of the delivery of the Service(s), objected by registered letter to the acceptance on the grounds of clearly indicated defects, or inability to use the Service(s) in accordance with the Agreement.

The date of acceptance by the Customer as stated above counts as the Commissioning Date.

In the event that the Customer has multiple Locations (Sites), unless otherwise stipulated in the confirmed Service Order Form or Order Confirmation, the Commissioning Date will be the same as the date on which **Dstny BE NV** makes the Service(s) at the initial Location operational and available for the Customer. The Initial Period of the Agreement may be extended, where appropriate, by the time that has elapsed between the Commissioning Date of the first Location and the Commissioning Date of the last Location.

With regard to mobile Services, the Commissioning Date is the date on which the first SIM card, as supplied by **Dstny BE NV** within the framework of the Agreement, is activated by **Dstny BE NV** in the **Dstny** Mobile-network.

No later than at the time of the signature of the Service Order Form by the Customer, the Customer undertakes to provide **Dstny BE NV** in writing with all information necessary for the correct installation of the Service(s) by **Dstny BE NV**. This information includes, but is



NV to be able to install (configure) the Service(s) and maintain them for the duration of the Agreement.

The responsibility of **Dstny BE NV** concerns exclusively the installation and configuration of (i) the **Dstny**-equipment at the Location(s) (ii) the **Dstny**-connection network (if applicable) from the Network Connection Point to the Access Point on the **Dstny**-Backbone, (iii), if applicable, the delivery of (the) Product(s) and (iv) the delivery and activation of the SIM cards.

With regard to mobile Services supplied by **Dstny BE NV**, the access to the Service is only possible if the Customer provides, at its own exclusive responsibility, Terminal Equipment (a device for mobile telecommunications) that is compatible with the Service provided by **Dstny BE NV**.

Unless otherwise agreed with the Customer in writing, the Customer is solely responsible for the installation and configuration of the Customer Equipment (configuration of its PABX, ...), the Customer-connection network, and also for the Location.

Cabling between the Network connection point and the Customer Equipment (router, ...) can be provided by **Dstny BE NV** if this has been agreed in the Agreement. The Customer is exclusively responsible for any adjustments that need to be made within his/her LAN (Local Area Network). In the case that the Customer Equipment provides hotlines, the Customer must inform **Dstny BE NV** of this before the configuration/installation of the Service.

A Location must be a dust free and non-humid space with a 230V connection within max. 2 meters of the router. The Customer is solely responsible (at its own expense) for changes, modifications, etc. to the Location(s), except if otherwise agreed between the Parties in the Agreement. Construction work, work at heights and/or other physical changes or adaptations to buildings must be done on a project basis with a separate quotation each time (including project terms and conditions).

It is the Customer's responsibility to promptly obtain all licences, permits, approvals, permissions, etc... that are required for the (access to the) Location(s), the modifications and/or changes in or to the Location(s) and the modifications, changes and



The Customer undertakes to provide **Dstny BE NV** or third Parties designated by it with all timely access, and will ensure that third Parties appointed by the Customer provide all timely access to **Dstny BE NV** or third Parties designated by it, to the Location and the Customer Equipment.

In the case of a Customer-connection network, it is the Customer's responsibility to promptly submit the required applications and permits to the relevant third-Party suppliers or operators so that the Customer-connection network can be provided within the shortest possible time. **Dstny BE NV** may impose additional technical or other conditions on the Customer-connection network for the purposes of the Service(s) and the quality thereof.

In the case of a **Dstny**-connection network, **Dstny BE NV** will provide the connection network as specified in the Agreement from the Network connection point to the Access Point with the **Dstny BE NV** Backbone. For a **Dstny**-connection network, in the case of DSL technology, **Dstny BE NV** will use an existing free copper pair. If not enough copper pairs are present/can be made available at this Location, a one-time cost of 600 EUR will be charged to this Location to bring new copper pairs into the building.

For a **Dstny**-connection network on the basis of fibre optic technology, the Fees in the Agreement will apply for all works in the public domain (i.e. up to the building line of the Location). All costs in the private domain must be borne by the Customer.

If delivery of the Service(s) is not possible for reasons that are not demonstrably attributable to **Dstny BE NV**, such as, but not limited to, a defect in the Customer Equipment, the Customer-connection network and/or the Location, the Customer must, at its sole expense and responsibility, take all necessary measures to ensure that the Service(s) can still be delivered within as short a time as possible.

If, for technical reasons, the delivery of the Service(s) on the basis of a **Dstny**-connection network is not possible, the Customer and **Dstny BE NV** can each individually terminate the agreement with immediate effect without compensation and without liability in this respect.



4. Obligations of the parties

4.1 Dstny BE NV

In exchange for the prompt and accurate payment by the Customer of the Fee and costs as stipulated in the Agreement and subject to the condition of the Customer's correct compliance with all of its contractual obligations stemming from the Agreement, **Dstny BE NV** undertakes to deliver the Service(s) to the Customer in accordance with the provisions of the Agreement.

The Service(s) are provided by **Dstny BE NV** with the expertise and accuracy that can reasonably be expected of an operator and provider of an electronic communications service and in accordance with the generally accepted standards in the sector. Notwithstanding any contradictory provisions in the Agreement, the contractual obligations on the part of **Dstny BE NV** are strictly commitments of means.

Dstny BE NV is entitled to unilaterally modify the technical aspects of the Service(s) in order to take into account technical developments, changes in the regulatory framework and/or as a result of obligations or recommendations imposed or made by a Belgian (BIPT, ...) or a European regulatory or judicial authority, or as the result of Belgian or European laws or regulations. If such changes directly or indirectly entail modification of the Customer Equipment, the Terminal Equipment, the Customer-connection network or the Location, the Customer must, at its own costs and responsibility, comply with such amended conditions.

The responsibility of **Dstny BE NV** and the obligations of **Dstny BE NV** stemming from the Agreement are always limited to the Dstny-network and the Products or Service(s) delivered by it with the exclusion of the elements that are not managed by **Dstny BE NV** or that are delivered via the Dstny-network.

Dstny BE NV is in no way responsible for services and products delivered by Parties other than **Dstny BE NV** (including services and products provided by the Customer itself).

The Service(s) may, as a result of maintenance, upgrades and adjustments in light of technical developments, be temporarily interrupted, inaccessible or provided with lower quality. As necessary, **Dstny BE NV** will take all commercially-economically



in advance of the work in question.

If there are unplanned incidents concerning the Service(s), **Dstny BE NV** will make every reasonable effort to resolve these incidents as soon as possible and, if applicable, within the framework of the SLA established between the Parties.

For adjustments, changes or interventions for reasons that are fully or partially attributable to the Customer, the Customer Equipment or the Customer-connection network, **Dstny BE NV** is entitled to claim the corresponding costs from the Customer.

Dstny BE NV is permitted, without any liability on its part, to take all measures (including the suspension of the Service(s), temporary or definitive termination of the access to the Service(s)) if such measures, according to the discretionary judgement of **Dstny BE NV**, are necessary for safeguarding the integrity and/or normal functioning of the Services, of the Dstny-network or of its infrastructure in general. The same applies for measures taken on the basis of or as a result of obligations or recommendations imposed or issued by a Belgian, European or judicial authority.

Unless explicitly agreed otherwise in the Agreement, **Dstny BE NV** is not considered to have knowledge of or to have taken into account the specific application for which the Customer will use a Product and **Dstny BE NV** cannot therefore be held liable in this respect.

4.2 The customer

The Customer undertakes to comply with all obligations stemming from the Agreement in good faith and will ensure, and vouches for, the compliance of all users of the Service(s) with these obligations as well.

The Customer will provide all information, cooperation and will grant access to **Dstny BE NV** or to third Parties designated by **Dstny BE NV** that can reasonably be considered necessary for **Dstny BE NV** for the delivery of the Service(s) in accordance with the provisions of the Agreement.



regarding the Customer Equipment and its maintenance for the complete duration of the Agreement

The Customer undertakes to immediately notify **Dstny BE NV** in writing of any change regarding the information that it provided to **Dstny BE NV** when entering into the Agreement as well as any information or any change that influences or could influence the Service(s) or the quality thereof.

The Customer will refrain, for the duration of the Agreement, from making changes to the Customer Equipment, Location or Product(s) or in general, to any infrastructure or software that could have an influence on the delivery of the Service(s) by **Dstny BE NV**.

The Customer is responsible for monitoring the installation including the configuration necessary for the Service(s) and will not allow third Parties to access or modify this installation/configuration.

The Customer will use the Service(s) exclusively (i) with due diligence, (ii) on its own behalf and for its own business purposes, (iii) in a normal and reasonable way, (iv) in accordance with all applicable laws and regulations, and, (iv) in a way that is not contrary to public order or decency.

Unless otherwise agreed in writing between **Dstny BE NV** and the Customer, the Customer is not permitted to commercialise the Service(s) in any way whatsoever itself or via a third party, in part or in full, for a fee or to rent, lend, sell, transfer or provide it in any form whatsoever to third Parties.

The Customer undertakes to comply, for the duration of the Agreement, with the specifications, technical requirements and other conditions, whether technical or otherwise, as included in the confirmed Service Order Form or the Agreement, as amended, as applicable.

5. Products, software and terminal equipment

5.1 Products

When **Dstny BE NV**, within the framework of the Agreement, sells a Product to the Customer, the ownership of this Product will only be transferred to the Customer after the Customer has paid the full amount of all that is owed in exchange for the Product delivered or



Nevertheless, the risks for damage, loss or destruction of the Product sold will be transferred by **Dstny BE NV** to the Customer from the moment that the Product is delivered to the Location or to any other place agreed in the Agreement.

Up until the moment that, subject to full payment, the ownership of the Product is effectively transferred to the Customer (i) the Customer is forbidden to use the Product as a means of payment, or to pledge or encumber it with any other security right, (ii) the Customer must place a clearly legible sign on the Product indicating that the Product is owned by **Dstny BE NV**.

The Customer undertakes to immediately notify **Dstny BE NV** by registered letter of any (attempted) seizure of the Product by a third party.

The Customer undertakes to explicitly oppose, by all legal means, any attempt at appropriation or seizure imposed on a Product, the ownership of which has not yet been transferred by **Dstny BE NV**.

The Customer has a duty of care regarding the Product that is subject to retention of title and must maintain the product in perfect condition in accordance with the highest standards and safety requirements that are customary in the sector. Until the time of the effective transfer of ownership, the Customer must insure the Product against all normal risks (such as, but not limited to, fire, water damage, theft) and must present the relevant insurance policy to **Dstny BE NV** upon first request.

If the Product is installed in a Location or place that is not owned by the Customer, the Customer undertakes to take all measures and make all contractually enforceable agreements with the owner of the Location or place to safeguard the rights of **Dstny BE NV** as stipulated in the underlying Agreement.

Under no circumstances shall the Customer move the product subject to the retention of title or have it moved, without the explicit prior written approval of **Dstny BE NV**.

Even if established in writing, delivery periods regarding a Product are only indicative and are not binding for **Dstny BE NV**.



Product and **Dstny BE NV** cannot therefore be held liable in this respect.

The Customer is solely responsible and liable for its specific applications of a Product and the use it makes of the Product. In particular, and without prejudice to the general information requirement on the part of **Dstny BE NV**, the Customer is solely responsible and liable for the selection and configuration of the Product and the compatibility of the Product in the (IT) environment of the Customer or the third party designated by the Customer.

The Customer will immediately acknowledge receipt of the Product upon delivery and will investigate whether the quality of the Product corresponds to what was agreed. Any visible defects in the Product must be reported to **Dstny BE NV** in writing within maximum 2 business days after delivery. Complaints concerning visual defects will only be valid and will only be investigated subject to the condition that the Product was not yet put into use by the Customer. Filing a complaint does not suspend the Customer's payment obligations and does not grant the right to dissolve the Agreement in part or in full.

The liability of **Dstny BE NV** for any hidden defects in a Product is limited to defects that become apparent within the period according to the manufacturer's terms and conditions and, in the absence of these, within a period of 6 months after delivery. Any hidden defects must in any case be reported by the Customer, under penalty of forfeiture of all claims, immediately and at the latest within 10 Business Days after discovery of the defect, by registered letter.

The Customer accepts and acknowledges that **Dstny BE NV** can invoke against the Customer all exceptions, exemptions and guarantee limitations that the manufacturer of the Product can invoke against **Dstny BE NV**.

Any indemnification for defects shall be rendered invalid, regardless of the period, if the Product has been modified in any way or if a third party or the Customer has made any modifications or repairs to the Product, subject to the express prior written approval of **Dstny BE NV**.



Product or make it available, in general, to third Parties.

The Customer undertakes, in the event of termination of the Agreement for any reason whatsoever, to return to **Dstny BE NV**, any Product that has been leased or is at that time still subject to retention of title, in good condition and at its own expense, prior to the date indicated by **Dstny BE NV**. In the event that the Customer fails to return a Product in good condition prior to the date indicated by **Dstny BE NV**, **Dstny BE NV** will invoice the new value of the Product to the Customer who undertakes to pay this amount within 10 Business Days.

Any liability for loss or damage to a Product subject to retention of title or a Product that is leased to the Customer by **Dstny BE NV** lies solely with the Customer.

5.2 Software and intellectual property rights

If, as part of the Agreement, **Dstny BE NV** software is delivered or installed with the Customer, the Customer receives a non-exclusive right to use this software for the period of the Agreement and exclusively in accordance with the (licensing) conditions of the owner or license holder which said Customer acknowledges and accepts as having received and approved, as a result of the use of the software.

In the event of failure to observe the applicable (license) conditions regarding the software, **Dstny BE NV** can force the owner or licensor to cease any further use of the software by the Customer or suspend all further use. The Customer accepts and acknowledges that **Dstny BE NV** can claim all the exceptions, exemptions and guarantee limitations, that the manufacturer/owners/licensor of the software can invoke against **Dstny BE NV**, equally against the Customer.

Unless otherwise agreed in writing between **Dstny BE NV** and the Customer, the Customer is not permitted to further licence the software, to grant third Parties access to the software or to use the software for purposes other than in the context of the Agreement.

All Intellectual property rights regarding and/or related to the Service(s), the SIM card, the Product(s), software, the Dstny-



All Intellectual property rights regarding services provided within the framework of the Agreement shall accrue exclusively to **Dstny BE NV** and/or suppliers of **Dstny BE NV** to the exclusion of the Customer.

Unless otherwise agreed in writing in the Agreement, the Agreement does not entail transfer of (intellectual) property rights.

The Customer shall refrain from any actions that could affect the property rights of **Dstny BE NV** or of the suppliers to **Dstny BE NV** and shall not remove any (distinguishing) symbols, signs or images applied by **Dstny BE NV** or suppliers of **Dstny BE NV** to the Product or software.

5.3 Terminal equipment

If agreed in the Agreement, **Dstny BE NV** will supply the agreed Terminal Equipment and install it for the Customer. The Customer undertakes, and will ensure that third Parties also undertake, to only connect Terminal Equipment that is compliant with all applicable laws and regulations and that fulfils all specifications defined by **Dstny BE NV**, which may occasionally change.

At the first request of **Dstny BE NV**, the Customer will disconnect any Terminal Equipment, at its own expense and responsibility, if this equipment causes or is likely to cause a technical malfunction on the Dstny-network.

The Customer will indemnify and compensate **Dstny BE NV** for all costs and damages incurred by **Dstny BE NV** or claimed by a third party from **Dstny BE NV** as a direct or indirect result of the connection to the Dstny-network of Terminal Equipment that is non-compliant with the laws and regulations or that does not correspond to or fulfil the specifications established by **Dstny BE NV**.

Terminal Equipment supplied and, if applicable, installed by **Dstny BE NV** or a third party designated by **Dstny BE NV** are Products that are delivered and installed in accordance with the provisions of the Agreement and specifically article 5 or the General Terms and Conditions.

Dstny BE NV has the right to suspend or terminate the Agreement without judicial authorisation and without the payment of damages



and regulations, that does not fulfil all the specifications as established by **Dstny BE NV**, that causes disruption or which damages or threatens to damage the Dstny-network or facilities or in general are or could constitute a threat to the integrity of the network.

The Customer authorises **Dstny BE NV** to obtain remote access to the Customer's Terminal Equipment for the purposes of maintenance or configuration

6. Rates and payment

6.1 Fees

The Fees and costs payable by the Customer in exchange for the Service(s) are listed in the Agreement and may consist of a connectivity fee, subscription fee, traffic related fees, All Fees and costs are shown in Euros and exclusive of taxes

All taxes, duties and/or levies, of any kind whatsoever, that are related to the Service(s) or Products, including new taxes, duties and levies that may be introduced subsequent to the Effective Date, must be borne by the Customer in full.

The traffic related fees are fees for the Customer's connection depending on the destination and duration. These costs are calculated on the basis of the rate plan agreed between the Customer and **Dstny BE NV**, as attached to the Agreement.

The rate plan applicable for the Customer forms an integral part of the Agreement.

In the event of a dispute regarding the Traffic-related costs, only the data included in the systems of **Dstny BE NV** have probative value.

Where applicable, the Customer's invoice will also include an item "third-Party services charge". The costs listed under this item are costs for services of third Parties that are collected by **Dstny BE NV** on behalf of the third Parties. **Dstny BE NV** is not responsible or liable for the services provided by these third Parties and any complaints concerning them must be addressed exclusively to the service providers in question.



these costs/fees are related.

6.2 Price adjustment

All Fees and costs can be increased by **Dstny BE NV** at any time following the Effective Date, even if this is a result of foreseeable circumstances, in the event of (i) a change in one or more cost factors (including, but not limited to the (purchase) prices and wage costs) and/or (ii) in the event of increase of the (government) levies. Such unilateral changes to the Fees and costs may constitute an amendment to Article 2.2 of the General Terms and Conditions, granting the right to terminate the Agreement.

In any case, at the beginning of each calendar year and without prior notice, starting from January 1st of that calendar year, **Dstny BE NV** may apply an indexation to the Fees and charges for the Services based on the reference labor cost 'Agoria Digital for the digital sector,' recognized by the Federal Public Service Economy, SMEs, Self-Employed, and Energy, and as published by Agoria, according to the formula below:

 Agoria formula

- "R" means the indexed Fees and costs;
- "R0" means the Fees and costs applicable on the Effective Date;
- "S" means the Agoria Digital index (reference labor cost for the digital sector as monthly published by Agoria) applicable on the revision date; and
- "S0" means the Agoria Digital index (reference labor cost for the digital sector as monthly published by Agoria) applicable on the Effective Date.

An indexation of the fees and costs does not constitute a modification of the Agreement within the meaning of Article 2.2 of the General Terms and Conditions, for which the Customer is entitled to terminate the Agreement under these General Terms and Conditions.

6.3 Invoicing



All invoices are provided in electronic format (.pdf or otherwise) and sent by e-mail to the e-mail address stated in the Service Order Form. The Parties declare their explicit agreement with this method of invoicing in advance. On the condition that this is explicitly agreed in the Service Order Form, the Customer may opt to receive its invoices in a paper version. As necessary, **Dstny BE NV** may charge an additional fee for sending paper invoices.

The Customer must immediately notify **Dstny BE NV** of any changes in the invoicing address or e-mail address provided for invoicing purposes.

If a copy or reproduction in any other form than the original, initial invoice is presented, the Parties waive the right to demand the presentation of the original invoice and to deny the probative value of the copy or reproduction and its correspondence to the original, subject to evidence of fraud or demonstrable unreliability of the reproduction technique.

The invoicing will begin on the Commissioning Date or at the time as stipulated in the confirmed Service Order Form and will take place, unless otherwise stipulated in the confirmed Service Order Form, on a monthly basis. In the event of delivery for multiple Locations, the invoicing will begin starting from the Commissioning Date of the first Location, and prorated according to the effectively delivered Locations.

Fees for Services delivered during incomplete months will be invoiced on a pro rata basis according to the number of days in the incomplete month.

Invoices from **Dstny BE NV** for Fees and costs stemming from the Agreement are payable at the latest on the maturity date of the invoice.

Unless expressly provided otherwise in the confirmed Service Order Form, invoices from **Dstny BE NV** are payable no later than (15) fifteen days after the invoice date. The Customer undertakes to pay the invoices of **Dstny BE NV** within a period of (15) fifteen days after the invoice date.



amount being disputed. Uncontested amounts are payable by the invoice maturity date.

In the event of failure to pay the uncontested amounts by the maturity date, all other receivables not yet due are claimable from the Customer, lawfully and without prior notice of default.

In that case, **Dstny BE NV** reserves the right, subject to written notice of default in advance including a remedy period of 5 Business Days, to suspend the execution of its obligations with immediate effect until such time that the Customer has fulfilled all of its contractual obligations. As necessary, payments from the Customer to **Dstny BE NV** will be charged first on the basis of the costs owed by the Customer, and then on the interest, and only as a last resort on the principal sum due.

Set-off of the debt by the Customer is explicitly excluded.

In the event of full or partial non-payment of an uncontested invoice or uncontested amount by the maturity date, the Customer shall owe, lawfully and without prior notice of default, late payment interest in the amount of 1% per commenced month on the unpaid invoice amount. The Customer shall also, lawfully and without prior notice of default, owe a lump sum amount in compensation of the extrajudicial collection costs in the amount of 10% of the outstanding invoice amount, with a minimum of € 40, without prejudice to the right of **Dstny BE NV** to claim a higher fee subject to proof of higher actual losses and without prejudice to the right of **Dstny BE NV** to claim compensation for the judicial collection costs caused by the non-payment.

There will be no suspension of the service in the case that and as long as the Ombudsman service for telecommunications has not completed a review of a dispute submitted by the Customer, subject, however, to a maximum term of 4 months.

Any interruption of the service as a result of non-payment will be limited to the Service in question insofar as technically possible.

As appropriate and except in the case of fraud or in the case of consistent late payment of invoices (specifically, when within a period of 12 months, the Customer has already been relegated to the minimum service plan), **Dstny BE NV** can decide to limit the



paid by the call recipient) and the possibility of calling the emergency services.

Dstny BE NV has the right, regardless of whether there has been a prior suspension of the Service or not, to dissolve the Agreement without judicial authorisation and without the payment of damages or other compensation, at the expense of the Customer if, following a period of ten (10) Business Days after receiving a formal notice of default, the Customer continues to fail to meet its payment obligations in accordance with the provisions of the Agreement.

If at any time doubts arise as to the creditworthiness of the Customer due to legal actions against the Customer, in the event of non-payment or late payment of one or more invoices and/or any other demonstrable event, **Dstny BE NV** expressly reserves the right to make the further delivery of (the) Service(s) dependent on payment in advance or to demand other guarantees from the Customer. If the Customer refuses to comply with the request of **Dstny BE NV**, **Dstny BE NV** reserves the right to dissolve the Agreement immediately, unilaterally and lawfully without owing any compensation to the Customer.

In the event of dissolution or suspension of the Agreement by **Dstny BE NV**, **Dstny BE NV** reserves the right to claim compensation for the costs, interest and damages incurred by **Dstny BE NV** as a result of the dissolution/suspension and all claims of **Dstny BE NV** against the Customer will be immediately due and payable.

7. Liability

7.1 Liability of Dstny BE NV

Dstny BE NV will use all commercially reasonable means available to it to provide the Service(s) to the Customer in accordance with the provisions of the Agreement.

Dstny BE NV makes no commitment (and the stipulations of the Agreement can under no circumstances be interpreted in this way) to providing to the Customer an explicit or implicit guarantee or security that the Service(s) will fulfil the expectations or needs of the Customer or that the Service(s) will work without error or interruption.

Dstny BE NV is only responsible for the functioning of the Service(s) in accordance with the stipulations and specifications set



Except in the case of fraud or intentional error, the total maximum and cumulative liability of **Dstny BE NV** and its appointees will in any case and at all times be restricted to the value of the relevant Agreement for a period of 1 year.

Under no circumstances is **Dstny BE NV** liable for or required to compensate intangible, indirect or consequential damages, including but not limited to loss of profits, loss of turnover, production limitations, loss of data, commercial inactivity, administrative or personnel costs, an increase in general costs, loss of clientele or claims from third Parties.

The non-contractual (extracontractual) liability of **Dstny BE NV** towards the Customer is at all times restricted to the cumulative maximum amount that is covered by the liability insurance taken out by **Dstny BE NV**. The Customer may obtain from **Dstny BE NV**, by simple written request, a copy of the relevant insurance policies taken out by **Dstny BE NV**.

All liability for damage on the part of **Dstny BE NV** and its appointees is expressly excluded if the damage is a consequence, directly or indirectly, in whole or in part, of the non-compliance of the Customer or the Customer's appointed third Parties with its obligations stemming from the Agreement.

Insofar as, in the execution of its commitments, **Dstny BE NV** is dependent on, or calls upon the cooperation, services and/or deliveries of third Parties (with the exception of the (sub) contractors of **Dstny BE NV**), it can in no way be held liable for any damage resulting from their error, including their serious or intentional error or negligence.

If **Dstny BE NV** has supplied defective goods or defective Product(s), the Customer can only claim repair or replacement of the goods or Product delivered, without the Customer being entitled to claim any form of (damage) compensation.

Any claim by the Customer for compensation from **Dstny BE NV** will automatically and lawfully lapse if it is not communicated to **Dstny BE NV** by registered letter within a period of 10 Business Days from the moment that the Customer first became aware of the facts on



In the event of a malfunction or interruption of the Service(s) for the Customer, **Dstny BE NV** undertakes to take the measures as stipulated in the applicable SLA within the required time frames. Except in the case of fraud or intentional error, if **Dstny BE NV** does not respect the time frames indicated in the applicable SLA for reasons attributable to it, according to the provisions of the SLA, compensation will be owed to the Customer as determined in the applicable SLA, with the exclusion of any other (damage) compensation from **Dstny BE NV**.

In the absence of a separate SLA applicable to (a) specific Service(s) from **Dstny BE NV**, in the event of malfunction or interruption of the Service(s) of the Customer, **Dstny BE NV** is committed only to using all reasonable means to remedy the malfunction or interruption of the Service(s) to the best of its abilities and within as short a time as possible, or to offering a workaround to the Customer without the Customer being entitled to claim any (damage) compensation from **Dstny BE NV**.

Under no circumstances can the malfunction or interruption of a Service or package of Services form grounds for the accumulation by the Customer of compensation pursuant to different SLA's. The maximum cumulative amount of compensation the Customer is entitled to claim as a result of the applicable SLA's is limited to the maximum amount stated in the relevant SLA.

Dstny BE NV is not liable for the content sent or received by means of a Service, nor for the use of the Service by the Customer or third Parties.

The Customer confirms that **Dstny BE NV** is only responsible for the Services that it offers with the exclusion of services provided by third Parties or the Customer.

Dstny BE NV is not responsible for the proper functioning of the Service(s) delivered to the Customer if the poor functioning or non-functioning of the Service is a consequence, directly or indirectly, of actions taken or not taken by third Parties or by the Customer itself.

Dstny BE NV is not responsible for the (non)functioning of a Service supplied to the Customer if it is a consequence, directly or indirectly, of actions taken or not taken by third Parties or by the Customer itself in violation of the stipulations of the Agreement or in



Dstny BE NV accepts no liability (i) for loss or corruption of data or information from the Customer or from third Parties at the Customer's location, including during the installation and for the duration of the Agreement (ii) for the accidental removal or failure to receive content or information via the Service(s) (iii) for the failure to (periodically) save content or information (iv) for the content sent or received via the Service(s) or, in general, the user of the Service by the Customer or third Parties via the Customer and (v) for the hosting of and access to the website of the Customer.

The Customer is solely liable for all damage caused by the Customer or by the users that are granted access to the Service(s) by the Customer as a result of using the Service(s). The Customer shall fully indemnify and compensate **Dstny BE NV** in this respect.

7.2 Use of service(s) by the customer

Unless explicitly agreed otherwise in the Agreement, the security of the Customer Equipment and the Customer's IT-environment is the exclusive responsibility of the Customer.

The Customer undertakes to make backups of its data at regular intervals or to have them made by a third party.

Misuse of the access to the Service(s), including by third Parties, is exclusively the responsibility of the Customer. The Customer must adequately secure the access to the Service(s) in this respect.

The Customer undertakes not to use the Service(s) or in general to perform or allow any actions that could damage or disrupt the **Dstny BE NV**-network, the traffic or the services of **Dstny BE NV** or that could in any way compromise the network integrity or network security of the **Dstny BE NV**-network.

The Customer shall refrain from any unlawful, incorrect or unauthorised use of the **Dstny BE NV**-network and the Service(s).

The Customer is exclusively responsible and liable for the use of the Service(s) and the content (data) of the Service(s), to the exclusion of **Dstny BE NV**.



It is the responsibility of the Customer to report any unlawful or immoral content to the supervisory authority and to **Dstny BE NV**.

The Customer shall grant **Dstny BE NV** or any third party appointed by **Dstny BE NV** access to all information and data that is necessary to enable **Dstny BE NV** to comply with the laws and regulations and for the fulfilment of all its contractual obligations stemming from the Agreement.

Any liability on the part of **Dstny BE NV** and its appointees for the content of the data or traffic that is stored, transmitted or received by the Customer, by third Parties appointed by the Customer or by third Parties to whom the Customer has granted access to the Service(s), is excluded.

The Customer shall fully indemnify and safeguard **Dstny BE NV** for and against all demands, claims, etc ... of third Parties against **Dstny BE NV** and/or its appointees on the basis of or as a result of, in general, the content of and the access to the Services and specifically the use of or the access to the Service(s) in violation of the provisions of the Agreement.

If the Customer uses the Service(s) to collect and process personal data, this takes place under the exclusive responsibility of the Customer and the Customer undertakes to respect the application of and compliance with the privacy laws.

The Customer shall fully indemnify and safeguard **Dstny BE NV** for and against all demands, claims, etc ... of third Parties against **Dstny BE NV** and/or its appointees on the basis of or as a result of, the failure of the Customer, its appointees or third Parties appointed by **Dstny BE NV**, to respect the privacy laws.

8. Processing personal data and confidentiality

8.1 Personal data

The Parties shall respect the current laws concerning the protection of personal data at all times, such as, specifically, but not limited to, the EU Regulation (2016/679) (hereinafter referred to as the "GDPR"), the Directive 2002/58/EG, as amended (hereinafter the "e-Privacy Directive") and all laws and decrees in implementation of the aforementioned Regulation and Directive, including, but not



The policy applied by **Dstny BE NV** to the processing of personal data as defined in the Privacy Legislation (hereinafter referred to, respectively, as "Processing" and "Personal Data"), is further stipulated in the Dstny privacy policy, which is available on www.dstny.be (hereinafter "Dstny Privacy Policy").

8.1.1 DSTNY BE NV AS DATA CONTROLLER

Unless expressly agreed otherwise in writing in the Service Order Form, only **Dstny BE NV** can be regarded as the data controller as defined in article 4, 7) GDPR (hereinafter "Data Controller").

In the capacity of Data Controller, **Dstny BE NV** shall process the ordinary Personal Data (with the exclusion of special Personal Data) of the Customer, such as names, addresses, e-mail addresses, IP addresses, telephone numbers, usage data, data about the communication traffic, invoicing and payment data, technical data, traffic data and localisation data.

Dstny BE NV will process the Personal Data mentioned above on the basis of the following legal grounds 1) necessity for the execution of the Agreement, 2) necessity for compliance with legal obligations to which **Dstny BE NV** is subject and 3) necessity for defending the justified interests of **Dstny BE NV**.

Dstny BE NV will process the relevant Personal Data of the Customer for the following processing purposes:

- Execution of the Agreement;
- Compliance with the statutory obligations that apply to **Dstny BE NV**;
- General customer management and invoicing;
- The operational-technical management by **Dstny BE NV** of its network and the services and products based on it.

Except where **Dstny BE NV** is legally obligated and except where necessary for the execution of the Agreement, **Dstny BE NV** will not share the Personal Data with third Parties.

Dstny BE NV undertakes to always Process the Personal Data in question in a proper, transparent and lawful manner, as defined in the Dstny Privacy Policy and elsewhere. Furthermore, Personal Data



In the context of the accuracy of the Personal Data, the Customer undertakes to inform **Dstny BE NV** without delay of any changes in the Personal Data for which **Dstny BE NV** is the Data Controller.

Dstny BE NV will take appropriate technical and organisational measures with regard to the relevant Personal Data to ensure appropriate security so that this Personal Data cannot form the object of unauthorised or unlawful Processing.

The identity and contact details of **Dstny BE NV** in its capacity as Data Controller are included in the Dstny Privacy Policy.

Dstny BE NV will retain the Customer's Personal Data for as long as necessary to enable the proper execution of the Agreement and to meet all relevant statutory obligations.

The Customer is entitled at all times 1) to request that **Dstny BE NV** allow the Customer to review and rectify the Personal Data relating to the Customer or to request that it be deleted, 2) to request the limitation of the Processing related to the Customer, 3) to object to the Processing and 4) to data portability.

The Customer has the right to file a complaint with the supervisory (privacy) authority.

With regard to the data subject to which the Personal Data is related, the Customer undertakes to fulfil, on behalf of **Dstny BE NV**, the obligations of **Dstny BE NV** as Data Controller regarding the data subjects. In that respect, the Customer must ensure that the data subjects are completely and promptly informed about the Processing of the Personal Data by **Dstny BE NV** in accordance with the provisions of the Agreement and the Dstny Privacy Policy, and must explicitly inform these data subjects of their rights on the basis of the Privacy Legislation (specifically the rights as stipulated in sections 2 and 3 of the GDPR).

8.1.2 DSTNY BE NV AS PROCESSOR

If **Dstny BE NV**, in the course of implementing the delivery of Service(s) or Product(s), Processes Personal Data for the Customer or for a third party designated by the Customer, then **Dstny BE NV** acts in the capacity of Processor as defined in article 4,8) GDPR



The Customer is committed to ensuring that, in its capacity as Data Controller, it has correctly fulfilled all statutory obligations applicable to it in accordance with the Privacy Legislation for a Data Controller, and will continue to do so for the duration of the Agreement. As necessary, the Customer will vouch for the Data Controller for whom it processes the Personal Data in order to have it subsequently sub-processed by **Dstny BE NV** within the framework of the Agreement.

With regard to the Processing within the framework of the Agreement, **Dstny BE NV** will always act in accordance with the Privacy Legislation and will Process the Personal Data on behalf of and only for the benefit of the Customer in accordance with the Customer's instructions and under the Customer's responsibility, unless otherwise required by law.

Dstny BE NV has no control over the purpose and the resources for the Processing. **Dstny BE NV** has no independent control over the Personal Data that is processed on behalf of the Customer.

The nature and purpose of the Processing of the Personal Data exclusively concern the execution of the Agreement and the compliance on the part of **Dstny BE NV** with applicable statutory obligations.

The nature (type) of Personal Data that is processed by **Dstny BE NV** concerns ordinary Personal Data such as identification information, contact details, invoicing data, usage data, or as stipulated in the Service Order Form(s). The same applies with regard to the categories of data subjects (such as, but not limited to, employees, consumers, patients, ...). If the Personal Data concerns special Personal Data (e.g. genetic data, data on health or special categories of Personal Data) the Customer must inform **Dstny BE NV** of this in advance in writing.

Individuals who are employed by or work on behalf of **Dstny BE NV**, as well as **Dstny BE NV** itself, are required to maintain confidentiality regarding the Personal Data to which they may have access, in accordance with the Privacy Legislation.

The Customer will provide **Dstny BE NV** with all necessary information and will provide **Dstny BE NV** with all cooperation in order to enable proper compliance with the Privacy Legislation, or



If **Dstny BE NV** is required to provide Personal Data on the grounds of a statutory obligation, **Dstny BE NV** must inform the Customer of this immediately and if possible prior to providing the data, unless this is not permitted on legal or judicial grounds.

In the case of a reasonable request from the Customer submitted in writing, **Dstny BE NV** shall return or destroy Personal Data within a reasonable period of time.

Within a reasonable period of time after termination of the Agreement, according to the Customer's preference, **Dstny BE NV** shall return or destroy the Personal Data except if **Dstny BE NV**, as a result of legislation to which it is subject, is required to retain the relevant Personal Data for a longer period of time.

Dstny BE NV will ensure that, according to the nature of the Service(s) and Product(s) in the context of which the Personal Data is processed, appropriate technical and organisational measures are taken to safeguard the Personal Data against loss or any form of unlawful processing. **Dstny BE NV** undertakes to maintain an appropriate level of security, taking into account the state-of-the-art and the implementation costs, in light of the risks that the Processing and the nature of the Personal Data to be protected entail.

The Parties may make further agreements regarding the security measures agreed in the Service Order Form(s) regarding the relevant Service(s) or Product(s).

Dstny BE NV will handle the Personal Data with strict confidentiality and will ensure that persons acting under its authority who have access to the Personal Data are bindingly required to ensure confidentiality and that they only Process the relevant Personal Data according to the instructions of the Customer or for fulfilment of other statutory obligations.

In the event of a data breach (which is understood as meaning: an infringement in connection with the Personal Data as referred to in the Privacy Legislation), **Dstny BE NV** will notify the Customer within a reasonable period after the breach was brought to its attention. The Customer is under all circumstances responsible for reporting data breaches to the supervisory authorities and/or the data subjects.



A fine imposed on the Customer by the supervisory authorities in connection with the Personal Data and the execution of this Agreement cannot be recovered from **Dstny BE NV**, unless there has been intent or serious negligence on the part of **Dstny BE NV**.

In order to enable the Customer, as Data Controller, to supervise the fulfilment of this Agreement, the Customer is entitled, (except if an earlier audit is necessary for valid reasons, or if required by a data protection authority), to request, a maximum of once per year, that **Dstny BE NV** provide a report of the measures taken by **Dstny BE NV** concerning the technical and organisational security measures. **Dstny BE NV** will provide reasonable cooperation and the necessary information for this.

Dstny BE NV will cooperate in the implementation of the technical and organisational measures, the Data Protection Impact Assessments (DPIA's) to be carried out and the follow-up of data breaches. **Dstny BE NV** is entitled to charge reasonable costs for this cooperation to the Customer.

By entering into the Agreement with **Dstny BE NV**, the Customer grants the general written authorisation for the use of sub-processors (third Parties) for the Processing of the Personal Data, but only insofar as and to the extent that this is necessary for **Dstny BE NV** for execution of the Agreement and the delivery of the Service(s) and Product(s) to the Customer. However, the aforementioned does not affect the obligations of **Dstny BE NV** stemming from underlying Agreement.

The Customer may oppose the sharing of the Personal Data with an individual sub-processor. If it turns out that **Dstny BE NV** is unable to deliver the Service(s) or Product(s) by calling upon the services of the sub-processor in question, **Dstny BE NV** is entitled to terminate the Agreement, or a part of it, with immediate effect and without any liability in this regard.

The Customer grants **Dstny BE NV** explicit permission to Process the Personal Data outside of the European Economic Area (EEA) if the destination country can offer an adequate degree of protection. Where appropriate, the Parties may make specific or deviating agreements in this regard in the Service Order Form(s).



The Customer undertakes not to disclose, distribute, and/or use any confidential information belonging to or relating to **Dstny BE NV**, its suppliers, agents or other clients to third Parties other than within the framework of the execution of the Agreement. This obligation applies both for the duration of the Agreement and for a period of five (5) years following its termination.

Confidential information may only be disclosed under this Agreement to employees and/or subcontractors of the Customer who can be reasonably expected to require access to this information for the purposes of the execution of the Agreement.

Confidential information from **Dstny BE NV** remains the property of **Dstny BE NV**. **Dstny BE NV** can under no circumstances be held liable for the use that the Customer makes of the confidential information.

In any case, the following information will be considered to be confidential information: data, trade secrets, knowhow, Customer and supplier data, financial information, results of transactions, business plans and outlooks, strategies and estimates, quotations (in any form whatsoever) regarding the business activities or employees of **Dstny BE NV**

Any violation of this obligation in the course of the duration of this agreement, however small, will form grounds for dissolving the Agreement, without prejudice to the right of **Dstny BE NV** to claim compensation.

All documents generated by **Dstny BE NV** or entrusted to the Customer regarding the Service(s) and Product(s) in the present Agreement, are and remain the exclusive property of **Dstny BE NV**. The Customer may only make a copy of these documents for use solely within the framework of the Agreement.

Dstny BE NV may at any time demand that the documents and data be returned. The documents and data must in any case be returned to **Dstny BE NV** on the date of the termination of this Agreement for any reason whatsoever.

9. Force majeure

Dstny BE NV is lawfully discharged of and is not required to fulfil any commitment towards the Customer in the event of force



the control of Dstny BE NV, even if the circumstances were already anticipated or could have been anticipated at the time of the establishment of the Agreement. Without being exhaustive, in any case, the following situations are considered force majeure: strike or lock-out, ransomware, fire, riot, war, terrorism, epidemic, flood, high absenteeism, government decisions or interventions, including the refusal or cancellation of a permit or licences, errors or delays by third Parties (with the exception of (sub)contractors of Dstny BE NV), cable rupture, power outages, flooding, prolonged freezing weather, fire or storms.

In the event of force majeure, the obligations of Dstny BE NV will be suspended. In such a case, Dstny BE NV will make every commercially and economically reasonable effort to limit the consequences of the force majeure situation.

If the force majeure lasts longer than (2) two months, the Customer is entitled to dissolve the Agreement without judicial intervention, effective exclusively for the future, and without the Parties being required to pay the other Party damages or severance compensation.

10. Ombudsman service

In the event of a dispute, the Customer can contact the Ombudsman Telecom Mediation Service (<http://www.ombudsmantelecom.be/>). Any Customer can request the intervention of the Ombudsman Service free of charge. The Ombudsman has competence for the entire telecommunications sector.

The Ombudsman Service does not aim to take the place of the Dstny BE NV Customer service and can only act if a Customer has been unable to obtain a satisfactory solution through contacts with Dstny BE NV.

The Ombudsman Service, which was established by the law of 21 March 1991 within the BIPT operates fully independently of the telecom operators and, within the limits of its powers, receives no instructions from any government authority

Complaints are only admissible if the complainant demonstrates that it has previously taken steps in relation to the



a complaint if that complaint was submitted to Dstny BE NV over a year previously, or if the complaint is vexatious.

The collection procedure for any disputed costs that are the subject of the complaint will be suspended by Dstny BE NV for a period of maximum four months starting from the filing of the complaint with the Ombudsman Service. This means that all uncontested costs must nevertheless be paid in a timely fashion

The investigation of the complaint will be terminated if an appeal is filed against it in court.

After mediation by the Ombudsman Service, further legal proceedings remain possible.

11. Malicious calls

The Ombudsman (<http://www.ombudsmantelecom.be>) is responsible for investigating the complaint of any person who claims to be the victim of malicious use of an electronic communications network or service, in order to obtain information about the identity and address of the users of electronic communications networks or services who have harassed this person, to the extent that such data is available.

The Ombudsman Service will accept the request if the facts appear to be established and the request involves specific data.

In the event of malicious calls whereby the Customer wishes to determine the identity of the suspected perpetrator of these calls, the Customer may file a complaint with the Ombudsman Service

12. Miscellaneous

The Agreement is the entire Agreement that the Parties have entered into with respect to its object. It replaces all previous agreements regarding its object. Any prior discussions and agreements that the Parties have made regarding its object that are not reflected in this Agreement, will not be binding for the Parties.

The Agreement is divisible and if one or more of the provisions of the Agreement is declared invalid, this will not affect the validity of the remaining provisions.



If any part of this Agreement is considered to be completely invalid, the Parties will negotiate new provisions that approximate as closely as possible the economic effect of the provision that has been declared invalid.

Dstny BE NV is not permitted to use the Customer as a reference for marketing purposes.

Failure to exercise a given right under no circumstances implies a waiver of this right.

Without the authorisation of Dstny BE NV, the Customer cannot transfer the commitments stemming from this Agreement to third Parties. Dstny BE NV is entitled to freely transfer the rights and obligations stemming from this Agreement to third Parties.

With regard to its interpretation and execution, the Agreement shall be governed exclusively by Belgian law.

For the recognition of disputes stemming from the execution or termination of this Agreement, the courts and tribunals of the judicial district in which the registered office of Dstny BE NV is located, shall have sole jurisdiction.

13. Special conditions

Download here our special conditions regarding:

- [Cloud Communications](#)
- [Mobile Telephony and Internet Service](#)
- [Security](#)
- [Fixed Data \(Internet\) Service](#)
- [Fixed Telephony Service](#)



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Didier

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Function title

CEO



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