

# VOO General Terms and Conditions

These General Terms and Conditions and the general terms and conditions specific to the various services that are covered by them, hereinafter referred to together as the "General Terms and Conditions" apply to all contractual relationships between the Customer and VOO. As of 1 July 2021, they cancel and replace all previous general terms and conditions applicable between the Customer and VOO.

## 1. Definitions

**Activation:** Entry into service of any services requiring Activation.

**Connection:** Connecting the Customer to the VOO distribution network.

**Customer:** Any person who is bound to VOO by a Contract or who has sent a subscription application to VOO.

**Contract:** All the rights and obligations between the Customer and VOO taking the form of the following contractual documents: the subscription contract(s) and the General Terms and Conditions. In the event of contradiction between different contractual documents, the following priority shall prevail:

1. The subscription contract
2. The general terms and conditions specific to the services
3. The general terms and conditions.

The French version of the General Terms and Conditions prevails.

**Works and Services Document:** Document listing the services provided in order to allow the Linkup, Supply and/or Activation of the Customer, as well as the occasional provision of any other service performed by VOO for the Customer, with such services being billed to the Customer.

**Equipment:** Equipment necessary for the installation of certain services (set-top box, modem, etc.) provided by VOO to the Customer and which remain the property of VOO.

**Terminal equipment:** Product or relevant component of a product that allows electronic communications and designed to be connected directly or indirectly to the interfaces of a public electronic communications network (set-top box, modem, television set, computer, mobile phone, tablet, etc.).

**Installation:** Operation consisting of the first installation of any Equipment at the Customer's premises.

**Inside installation:** All movable and immovable property (sockets, indoor cabling and terminal equipment, etc.) downstream of the Point of Supply which belongs to the Customer and is indispensable for receiving the services.

**Option:** A service ancillary to television, internet or landline or mobile telephone services. It cannot be subscribed to independently of the main service to which it is ancillary.

**Point of Supply:** Interface between the Interior Installation and the VOO distribution network. It is placed in a location that is easy to access within the Customer's home.

**Linkup** Installation of pipe works, devices, Points of Supply and accessories belonging to VOO enabling the Connection of the Customer's Interior Installation and, if applicable, the Installation and Activation of services.

**Website:** the website [www.voo.be](http://www.voo.be)

**Repayment table:** Table indicating, month by month, the amount to be paid by the Customer in the event of termination of the subscription contract to which the table is linked. This table is included in or attached to the subscription contract.

**VOO:** In these General Terms and Conditions, with regard to all services except mobile phones, "VOO" shall be understood to mean the following legal entities: Nethys SA with its registered office at 95 rue Louvrex, 4000 Liège registered under company number 0696.668.549 and BRUTELE SC, with its registered office at rue de Naples, 29, 1050 Ixelles, registered under company number 0205.954.655, each acting for the territory it covers. With regard to mobile phones, "VOO" shall be understood to mean the following single legal entity: VOO SA.

## 2. Main services offered by VOO

- Television
- Internet
- Landlines and mobile phones

VOO services are not available throughout the whole of Belgium. The Customer can check the availability of services at their address on the Website. VOO services and content are intended for private and personal use only. The Customer may not authorise any third party to use the services or their content, in particular by broadcasting them or copying them. Any software made available, free of charge or otherwise, to the Customer, such as the MyVOO, VOOmotion, VOO internet Security+ apps, etc. is protected, notably by the legislation governing

intellectual property rights. Consequently, the Customer undertakes not to copy software, except when making backup copies, not to make changes to it and to comply with the obligations set out in its usage licence(s).

## 3. Subscription request and entry into force of the Subscription Contract

Before approving a subscription request to one or several of its services, VOO reserves the right to ask for any information that VOO believes may be useful for the conclusion and/or the correct execution of the Contract. VOO may refuse to accede to the Customer's subscription request or restrict access to certain services and Options, particularly in the following cases:

- a) The Customer refuses to provide VOO with the information or documents it has requested or provides incorrect information or documents;
- b) The Customer does not, or has not complied with its obligations under any subscription contract that binds him to VOO;
- c) The Customer refuses to provide a guarantee and/or to pay an advance requested by VOO under the conditions provided for in Article 7.1 of the General Terms and Conditions;
- d) Technical reasons do not allow VOO to provide the service;
- e) The Customer, or their behaviour, prevent the technician from safely carrying out the Installation or Connection;
- f) In case of suspected fraud or serious doubts about the solvency or the identity of the Customer (e.g. seizure, collective debt settlement procedure, etc.);
- g) The Customer is domiciled, has a permanent residence or invoicing address abroad.

In the event of restricted activation of the services, the Customer does not have access to paid products or services from third parties and cannot make any consumption outside the plan.

If necessary, an appointment is fixed with the Customer to have services installed by a technician.

The Contract is concluded and comes into force on the later of the two following dates, the Activation date of the first of the services concerned or the date on which VOO makes its Contract available to the Customer. In any case, the use of the service and/or the payment of any invoice by the Customer will automatically constitute acceptance of the terms and conditions of the Contract. When the Customer provides VOO with their contact information, they acknowledge and agree that VOO may, among them, choose the one(s) it wishes to use to send the Customer any information (e.g. modification of the Contract, indexing, bill, etc.). Notifications sent by VOO to the Customer via one of these communication methods shall be considered as valid, sufficient and personalised. The Customer undertakes to inform VOO immediately of any change in their contact details and is responsible for the consequences that may result from failure to comply with this obligation.

## 4. Distance sales and off-premises sales

In case of distance sales or off-premises sales by VOO, the Customer has the right to notify VOO that he cancels the subscription without penalty and without giving any reason within 14 calendar days from the day following the day of the conclusion of the subscription contract. To do this, the Customer can either use the model withdrawal form which can be found attached to the General Terms and Conditions and on the Website, or draw up his own unambiguous document that states that he wishes to withdraw from the Contract. In the event of a withdrawal, the Customer shall return to VOO all the Equipment that was provided, at his own expense and in due course, and at the latest within fourteen calendar days following notification to VOO of his decision to withdraw from the contract. Such return shall take place at the place(s) designated by VOO. VOO shall reimburse all amounts paid by the Customer within 14 days of the recovery of any Equipment made available to the Customer or receipt of proof of its return. For services that started as requested by the Customer before the withdrawal period expired, the Customer must pay VOO a proportional amount for the services provided until the date when he informed VOO about his withdrawal decision. The Customer acknowledges that if he orders a digital content not supplied on a tangible medium, such as an audiovisual programme controlled by means of the "on demand" service and requests that this digital content is provided to him before the expiry of withdrawal, he loses his right of withdrawal.

## 5. Length and termination of the contract

### 5.1 Duration

The duration of the subscription contract is that men-

tioned in it. When the Customer subscribes to a set of services offered for an all-inclusive price, the subscription contract(s) for the service(s) previously subscribed to by that Customer which is/are included in this set of services is/are terminated automatically. If a Customer who has subscribed to such a set of services terminates one or more services included in this package without cancelling all of them, to the extent that the service(s) that the Customer has not terminated are offered by VOO, a new subscription contract will be concluded automatically to such a service or services, having the most similar characteristics to those of the services which the Customer had in his previous subscription contract.

### 5.2 Termination by the Customer

Without prejudice to the application of article 6.3, the Customer may, at any time and without giving any reason, terminate his Contract via the contact form available on the Website, by simple letter or by registered letter addressed to VOO rue Jean Jaurès, 46, 4430 Ans for Customers of VOO SA and to BRUTELE BP 80.000, Gosselies for Customers of BRUTELE SC. VOO shall take all the necessary steps to discontinue the service in question on the date chosen by the Customer or immediately, if requested by the Customer, given the technical constraints, and shall inform the Customer with a confirmation in writing.

### 5.3 Compensation

**5.3.1.** Without prejudice to the application of article 6.3.3, in the event of early termination of a fixed-term subscription contract occurring before the end of the subscription contract if the duration of the subscription contract is less than 6 months or before the expiry of a period of six months after the entry into force of this contract if the duration of the contract is equal to or greater than 6 months, VOO may claim from the Customer a termination compensation equivalent to the subscription fees still due until the end of the said contract if the duration of the contract is less than 6 months or which would still be due until the end of the sixth month following the entry into force of the said contract if the duration of this contract is equal to or greater than 6 months.

**5.3.2.** Furthermore, in the event of the termination of a contract for the subscription or retention of which the obtaining of a Terminal Equipment, free of charge or at a lower price, was linked, occurring before the last due date of the repayment table for the said Equipment, VOO may claim compensation from the Customer corresponding to the amount indicated in the repayment table for the month during which the termination occurs and calculated in accordance with the law of 13 June 2005 relating to electronic communications as explained on the Website.

**5.3.3.** The Customer may, however, terminate the Contract at any time without notice and without being liable, if applicable, for the termination compensation under article 6.3.1. if the Customer moves outside the territories served by VOO and in the event of the Customer's death. In these cases, the Customer or his entitled persons shall attach all written proof required to his termination request. However, in these cases, the Customer may have to pay the compensation as provided in article 6.3.2.

### 5.4 Change of operator – Easy switch procedure

Easy Switch is a procedure that aims to simplify the change of operator for internet and television services. When subscribing, if he wishes to make use of this procedure, the Customer completes and validates a mandate to migrate his services to VOO. This mandate will be sent by VOO to the former operator as soon as possible after activation of the Customer's services so that the former operator can terminate the services concerned. The Customer may also request the transfer or termination of landline and/or mobile telephone numbers held with his former operator.

The implementation of the Easy Switch procedure does not exempt the Customer from complying with his obligations vis-à-vis his former operator.

VOO cannot be held liable if the Easy Switch procedure is not completed or is delayed for a reason that depends on the former operator or the Customer himself. VOO cannot, in particular, be held liable in the event of a false, incorrect or illegible Easy Switch request.

When the Installation of the services requires the visit of a technician, the latter must send the Customer a report of his visit. If the visit report shows that the technician did not call within the agreed time slot, the Customer is entitled to compensation of 10 euros per missed appointment.

### 5.5. Restriction/Suspension of service - Termination by VOO

If a Customer who has subscribed to one or more ser-

vices requiring Installation does not have this Installation carried out within 30 days of his subscription, the Contract will be automatically terminated.

If a Customer who has subscribed to a package of services offered for a global price including a mobile phone service, activates his SIM card(s) but does not activate his other services within 30 days of the conclusion of the subscription contract, the Contract will be automatically terminated and a new subscription contract relating solely to the mobile phone service will be automatically concluded. The Customer will be informed in advance. In the event of the Customer's failure to comply with the obligations of the Contract other than his or her obligation to pay, such as unauthorised or fraudulent use of the services or the Equipment, behaving aggressively towards VOO staff, failure to comply with health & safety measures during a meeting with a technician or threatening their safety, VOO may terminate the Contract or the subscription contract for the service(s) concerned at any time, without warning or formal notice by simply notifying the Customer in writing. Termination shall take place without prejudice to VOO's right to invoice any overconsumption and to claim compensation for any loss it may have suffered.

If a Customer does not fulfil his payment obligations under his Contract, he shall receive a warning message from VOO warning him that his service(s) and Option(s) risk(s) being restricted or suspended. If, within the time limit set in this message, he does not pay the outstanding amounts to VOO in full, and fails to notify it of any valid dispute in relation to the unpaid amount or ask it for a repayment plan, VOO may restrict or suspend his service(s) and Option(s). For the duration of the restriction/suspension of the service(s), the Customer shall be solely responsible for the costs directly related to the services that will be provided. If the Customer rectifies his situation during the restriction/suspension period, VOO will reactivate the Customer's services and Options within 24 hours following receipt of the payment. VOO reserves the right to charge the Customer a reactivation fee of a maximum of € 30 including VAT. If the Customer still fails to pay the outstanding amounts, he will receive a warning message from VOO notifying him of the risk of termination of his Contract. If the Customer has not paid all the sums due by the end of the period set in this message, VOO may terminate the Contract automatically without notice or compensation.

VOO may also, at any point, terminate the open-ended subscription contract, by registered letter, by letter or e-mail, addressed to the Customer, provided VOO gives 30 days' notice which takes effect on the first day of the month following the notification.

## 5.6. Moving house

The Customer must inform VOO that he is moving house and supply his new address using the contact form available on the Website. If the Customer moves to an address that is connected to the VOO network, the television, internet and landline services to which the Customer subscribes may, at his request, be transferred to his new address subject, however, to technical feasibility and the establishment of regular payments. If this new address is located within the geographical area of the other legal entity operating under the VOO name, the Contract shall be automatically transferred to this other legal entity. If this is done, VOO will ensure the continuity of the services at the new address. All services provided by VOO in the event of the Customer moving house to enable him to keep his services shall be billed to him on the basis of the current rates. If the Customer moves out of his home without terminating or transferring his Contract, that Contract shall remain in force.

## 6. Financial terms and conditions

### 6.1. Price – Guarantee – Advance payment

The cost of the monthly subscription to the services and Options and the cost of consumption outside the plan is payable by the Customer as from the Activation of each of the services. The price of the subscription is, unless otherwise stipulated, that in force on the day of the entry into force of the subscription contract. The fees for the usage of services, if applicable, are billed to the Customer on top of the subscription price on the basis of the current rates. In addition, the Installation fees and all other services provided by VOO for the Customer on the basis of the Works and Services Document, as well as the Activation fees, shall be billed to the Customer on the basis of the current rates. Details of its current pricing, pricing applicable to special numbers, fees including maintenance fees and compensation can be found on the Website and will be sent to anyone who makes a written request to VOO. VOO reserves the right to adjust its prices according to the consumer price index once a year. Prices are adjusted according to the following formula: new price = old price multiplied by (the latest

index of consumer prices divided by the index of consumer prices on the date when the previous prices were determined). VOO reserves the right to request that the Customer transfers a deposit before the Contract is concluded or during the duration of the Contract, namely in the following cases:

- To guarantee the return of Equipment;
- In case of serious suspicions of fraud, lack of creditworthiness, reliability or stability of the Customer (e.g. incorrect information provided by the Client, payment default, seizure, collective debt settlement procedure, etc.) ;
- domicile, permanent residence or billing address abroad.

The deposit may apply to the payment of all sums that the Customer must pay VOO. If VOO uses all or part of the deposit, the Customer must replenish it. At the end of the Contract, the deposit or its balance shall be refunded to the Customer if all the sums owed to VOO have been paid. The maximum amount of the deposit required under the Contract shall not exceed the foreseeable billing amounts over a period of three months calculated on the basis of the cost of the subscription and the average consumption billed during the last 6 months preceding the deposit request.

VOO reserves the right, before the conclusion of the Contract, to require that the Customer systematically transfers an advance, or, during the length of the Contract, to invoice the services provided for the Customer more frequently than monthly (2 monthly or weekly) in the event that the total monthly amount to be invoiced exceeds € 100 excluding VAT. (Including fee(s) and consumption) and/or € 50 excluding VAT for VOD consumption. When a deal is granted to the Customer under certain conditions, if it turns out that the Customer does not fulfil the prescribed conditions, the deal granted will be cancelled. The deal will also be cancelled when the Customer who requested it does not proceed to the Installation of the Equipment necessary for the operation of the services to which it has subscribed within two months from the mail or letter from VOO confirming his subscription request or when he does not make all the payments required to benefit from the deal within 30 days from receipt of the corresponding bill.

### 6.2. Invoicing - Payment - Direct Debit

The services provided by VOO are the subject of invoices, which are made available to the Customer on his MyVoo space and which are sent to him by email or, if the Customer has not provided an email address or at his request, by post.

Via MyVOO, VOO provides the Customer with features that enable him or her to track, free of charge, his or her up-to-date consumption figures, and sends free alerts should consumption exceed his or her plan. Usage of the roaming mobile phone service will be invoiced to the Customer as soon as VOO has all the information required to create the invoice. In the event that the Customer has used the services provided by third parties, the monthly statements will include, where appropriate, the following: "Services provided by third parties VAT Circular No. E.T.109.696 (AFER No. 50/2009) of 12/11/2009". Insofar as VOO only acts as intermediary for the billing and collection of the due amounts, the Customer shall send any complaints to the third party that provides the service in question. Payments can be made by bank transfer or by direct debit. Transfers must mention the acceptance giro indicated by VOO on the invoice. Direct debits are accepted only from a Belgian bank account. The amounts due to VOO are payable within 15 days of any request for payment thereof sent by VOO or, for Customers who have chosen to pay by direct debit, the day of the first direct debit payment for the amount concerned. VOO expressly reserves the right to collect payments from the Customer in settlement of any unpaid sums owed by the Customer to VOO. When the Customer opts to pay for one of the services by direct debit, this direct debit will be used as the payment method for all sums due to VOO for all other services provided by VOO (outstanding bills and bills yet to become due) unless the Customer expresses his opposition to this formally and in writing. However, VOO reserves the right to collect payment by electronic transfer for the initial amount(s) due. If the Customer makes payments by direct debit, and his bank refuses to make the transaction, VOO reserves the right to invoice a rejection fee of € 9 and to deactivate the direct debit. At the Customer's request, VOO will provide a duplicate invoice free of charge. Additional copies will be charged to the Customer on the basis of the current rates. Invoices can be addressed and sent to a third-party payer designated by the Customer and upon the request of the Customer. Designating a third-party payer does not release the Customer from his obligation to pay if this third-party fails to respect his obligations. The third party payer shall not acquire any rights resulting from the subscription

contract in question. Unless instructed otherwise by the Customer, all refunds will be made by VOO into the account that the Customer uses to pay the sums due to VOO if this account is in his name or mainly in his name. If this is not the case, VOO will ask him to provide the bank account number onto which such refund is to be made.

### 6.3 Late payment

In case of delay or default in payment, even partial, by the due date of the bill, VOO may send one or several reminders to the Customer. The first reminder is sent without costs. A maximum of 4 reminders per bill unpaid in whole or in part or paid late will be charged to the Customer at the unitary price of € 10. Interest at the legal rate will be automatically charged forthwith against any sum not paid by the due date; partial months are payable as full months. The applicable legal rate is available [here](#). The Customer will also be liable for a lump sum indemnity equal to 15% of the amounts unpaid at their due date with a minimum of € 50. This lump sum covers the administrative cost of processing unpaid bills, excluding recovery costs generated by third party intervention. Moreover, all sums due to VOO shall become payable automatically and without formal notice in the event of any delay in payment of an invoice or monthly payment, when a payment plan has been concluded, including those for which payment facilities had been granted. If any amounts remain unpaid to VOO after having sent at least two reminders, VOO may entrust the recovery of such sums, before any judicial decision, to a bailiff, a lawyer or a third party. In addition to the amounts owed to VOO, the Customer must then pay the cost of actions and interventions performed by the bailiff, lawyer or third party for recovery as well as deposit and/or collection fees. These actions and operations (reminder, notice, research fees, deposit and collection fees, etc.) shall be charged at the rates established by the Royal Decree of 30 November 1976 fixing the rates for acts of bailiffs in civil and commercial matters as well as that of certain allowances. <http://www.ejustice.just.fgov.be>

These rates are the following:

EXTRACTS FROM THE 2021 RATES IN EUROS			
		EXCL. VAT	INCL. VAT
FORMAL NOTICE/ REMINDER + STAMP (1) (ART. 7)	125,00 and more	20,35	24,62
COLLECTION CHARGE (ART. 8)	1% principal and interests MINIMUM	12,67	15,33
	1% principal and interests MAXIMUM	125,67	152,06
<b>COLLECTION CHARGE ON DEPOSIT (ART. 8)</b>			
Up to 24.99		2,61	3,16
From 25.00	to 124.99	4,37	5,29
From 125.00	to 249.99	7,22	8,74
From 250.00	to 494.99	12,67	15,33
From 495.00	to 744.99	27,10	32,79
+ than 745.00		35,91	43,45
Research fee (Art. 13.1*)		7,78	9,41
Research fee + copy of an entry in the national register		8,23	9,96

These rates are indexed annually on 1 January on the basis of the Consumer Price Index.

In case of judicial recovery of any unpaid invoice, if it is brought before the court, the debtor shall also be liable for all court costs without prejudice to any claim for damages and other actions, including litigation, necessary to safeguard the interests of VOO.

If VOO does not pay the amounts it owes to the Customer within the agreed timescale, the Customer is entitled to the same late payment penalties.

## 7. Linkup, Interior Installation, Connection, installation, Activation, Equipment

### 7.1. Linkup

If the Customer does not have a working Linkup to the VOO distribution network, VOO will arrange the Linkup upon the former's request; the costs will be calculated on the basis of the current rates, or where applicable, on the basis of a quotation. If the Customer fails to give 24 hours' notice when he wishes to cancel or rearrange an appointment, travel costs shall be billed to the Customer on the basis of the current rates. In the event that a Linkup is not possible due to technical reasons, VOO has

the right to refuse the Customer's request and shall not be required to pay any compensation.

## 7.2. Indoor Installation

The Indoor Installation must comply with safety regulations, technical regulations and any other applicable legal provisions. Additional information on the technical specifications relating to the compatibility of the Customer's Indoor Installation with the services is available on the Website and will be sent to anyone who requests it in writing. The Customer alone is responsible for the compatibility of his Interior Installation with the service. The Customer shall be required to disconnect any part of his Interior Installation if its usage blocks or interferes with the VOO network as soon as the Customer notices it or upon request by VOO. VOO shall in no case and in no way be bound to restore the Customer's Interior Installation to a pristine condition.

## 7.3. Connection – Installation - Activation

Only VOO is authorised to carry out Connection, Installation and Activation. Except in cases of force majeure, the Installation will be carried out within maximum 35 days of the subscription request as long as the Customer has a working Linkup with VOO's distribution network.

It must be possible for the technician to carry out the VOO-related work required without having to move furniture in the Customer's home, or dismantle anything. VOO will do its utmost to carry out the work without causing any damage. However, VOO shall never be held responsible for material, aesthetic or other damage the Customer may suffer during the work, unless there is criminal intent or gross negligence on the part of the VOO technicians. VOO shall in no case and in no way be bound to restore the place where the work was carried out to a pristine condition.

## 7.4. Equipment

To enable it to deliver certain services, VOO must provide the Equipment which is described in the subscription contract. This Equipment is either provided free as part of the service subscribed to, or hired, depending on the provisions of the subscription contract. In case of suspension of service for any reason whatsoever, Equipment rental fees still will be due. The Equipment remains the exclusive, non-transferable and non-assignable property of VOO. The Equipment is made available to the Customer for private use and the specified usage only. The Equipment may not be transferred, sold or made available to third parties in any form whatsoever. The Customer remains responsible for the Equipment and is required to keep it in good order for the entire length of the subscription contract thereto and after the expiry of the subscription contract, until the Equipment is returned to VOO. The Customer formally undertakes not to carry out any technical intervention, or make any changes or modifications to the Equipment. Nevertheless, if Equipment needs to be replaced, VOO may provide the Customer with new Equipment who will, where applicable, be authorised to install it himself in accordance with VOO's instructions. If the Equipment is seized, or a third party makes any claim to it whatsoever, the Customer is required to oppose this and notify VOO immediately. If the Equipment is lost, stolen or damaged, the Customer is required to inform VOO within 48 hours. VOO will repair Equipment unless the repair needed is caused by an error, or by an intentional or fraudulent act by the Customer. The measures to be taken are at VOO's discretion. If the repair or replacement is deemed to be the responsibility of the Customer, he will be charged for it by VOO on the basis of the current rates. In the event of replacement or repair, VOO shall not be held liable for the loss of the Customer's data stored by him in the Equipment. The Customer is obliged to comply with the obligations set out in his subscription contract at all times. The Equipment made available to the Customer must be returned to the place(s) designated by VOO within 15 days of the end date of the relevant subscription contract. When the Equipment is returned, any guarantee paid by the Customer is reimbursed to him no later than the final day of the month following the month in which the Equipment was returned, with deductions made for any costs for repairing the Equipment or replacing missing elements and any sums owed by the Customer to VOO. If the Equipment is not returned within the given deadline, a flat-rate compensation will be charged to the Customer on the basis of the current rates. If this is the case and the Customer has paid a guarantee, VOO will retain this guarantee to cover all or part of the sum of this compensation.

## 8. Service Availability - Maintenance

Subject to technical constraints, VOO undertakes to engage all resources at its disposal to ensure that the Customer can access the service(s) to which he subscribes. However, VOO makes no warranty, express or implied, as to the error-free or uninterrupted operation

of the service or the ability of the service to meet the Customer's expectations or needs.

Some maintenance operations, which are required to keep the services operating to a good standard, may involve a temporary interruption to the services for which VOO may not be held responsible. VOO makes every effort to conduct these operations outside peak service usage times.

## 9. Responsibilities

### 9.1. The responsibility of VOO

No minimum quality level is guaranteed by VOO. VOO shall not be held responsible except in the event of criminal intent or gross negligence on the part of VOO, its employees or its representatives, or if it fails to meet an obligation in respect of one of the main services provided for under the Contract. Its responsibility, if applicable, is solely limited to compensation for expected, direct, personal, material and certain other damages suffered by the Customer and excludes compensation for all indirect or immaterial damage. VOO cannot be held responsible for interruptions or disruptions to services due to force majeure or other unforeseeable events, such as pandemics, strikes, bad weather, subject to the sovereign appreciation of the Courts or any other events attributable to the Customer or a third party. In all circumstances, VOO's responsibility will be no greater than an amount equal to the total sums paid by the Customer to VOO for subscriptions to the service(s) during the 24 months preceding the damage.

### 9.2. The responsibility of the Customer

The Customer is solely responsible for all direct or indirect, material or immaterial harm caused to VOO or to third parties by the Customer or any third party using the service subscribed to by the Customer. The Customer agrees to compensate VOO for any prejudice resulting in particular from any act, claim for or award of damages against VOO as a result of the behaviour of the Customer or any third party using the service subscribed to by the Customer or following violation of the intellectual rights of third parties by the Customer or any third party using the service subscribed to by the Client.

The Customer will be liable in the event of fraud relating to the Linkup, the Connection, the Installation, the Activation and/or the Equipment made available to it, such as but not limited to connection sharing. Under these circumstances, without prejudice to the right of VOO to claim damages, the Customer shall pay VOO a lump sum of € 250 per breach to cover the shortfall as well as the cost of repairs and other technical and administrative costs.

The Customer assumes full responsibility for choosing their PIN/password/login codes and for keeping them, as well as for the use that may be made of them by him and/or a third party. The Customer shall take all useful and necessary measures to avoid cybercrime and computer viruses, in particular by regularly changing his passwords (Wi-Fi, myVOO account, etc.) in compliance with the security standards recommended by SafeOnWeb. <https://www.safeonweb.be/fr/utilisez-des-mots-de-passe-surs>

The Customer expressly relinquishes generally any recourse whatsoever against VOO in relation to this. The Customer is responsible for any damages suffered by VOO or third parties following the use of the SIM card by him or by a third party and in any device in which it is used, even if it is lost or stolen. If the SIM card is lost or stolen, the Customer remains liable for his obligations arising from his subscription contract until the time when the Customer notifies VOO of the loss or theft and requests a suspension of the service.

## 10. Transfer

The transfer by a Customer of his rights and obligations as set out in the Contract to a third party is only permitted for certain services and requires prior written agreement from VOO. In the event VOO consents to a transfer, all rights and obligations arising out of the Contract, including, where applicable, the payment of any penalties owing as a result of cancelling the Contract, such as, if applicable, any penalty payable pursuant to a repayment table linked to the Contract, shall be transferred to the transferee, who accepts them. The assignee and the assignor must send VOO a Contract transfer request form duly signed by both parties. This form is available on the Website and is sent to anybody who requests it from VOO in writing.

VOO may transfer all or part of its rights and obligations resulting from the Contract to any third party of its choice without the Customer's approval.

## 11. Complaints and intervention by the ombudsman

### 11.1. Complaints made against VOO

Any complaint by a Customer may be addressed to VOO via the contact form available on the Website or by post addressed to the VOO customer service department at rue Jean Jaurès, 46, 4430 Ans for Customers of VOO SA and BP 80.000, Gosselies for Customers of BRUTELE SC. For complaints about billing, the Customer has a deadline of 30 days from the date that his bank account is debited, or from the date that he received the invoice to contest the amount. If this deadline is exceeded, the Customer is deemed to have definitively accepted the amount. Payment remains due on the agreed date unless the Customer has lodged a complaint, declared admissible, with the Ombudsman. The Customer has a period of 5 calendar days from the suspension of the service to lodge a complaint. If the complaint has not been made within this period, the Customer may not claim any compensation from VOO for the damage resulting from this suspension, for the period between the fifth day and the day when the claim is made.

### 11.2. Complaint lodged with the Ombudsman

Any Customer who is not satisfied with the way VOO handles his complaint may contact the Telecommunications Ombudsman, which is a legal entity instituted by the Belgian Institute of Postal and Telecommunications Services:

Ellipse Building, Bd. du Roi Albert II, 35, 1030 Brussels:

- by fax on 02 219 77 88;
- by coming to the offices of the mediation service during opening hours (from 9.00 am to 5.00 pm).
- by completing the forms available on the website <http://www.ombudsmantelecom.be>.

The Telecommunications Ombudsman operates entirely independently of VOO. In line with its remit, it receives no instructions from any authority. The Customer has the option of contacting the ombudsman in French or Flemish. At the Customer's request, VOO will provide him with the procedure to be followed for lodging a complaint with the ombudsman. Complaints are only admissible if the Customer can demonstrate that he has already lodged a complaint with VOO using its complaints procedure. Only written complaints are accepted.

### 11.3 Proof

The Customer recognises that the encoding of his requests and the information registered in the VOO IT and order systems constitute formal proof of the Customer's requests, such as requests for subscribing to and/or activating a service or an Option, modifying the type of service to which the Customer is subscribed, ordering programmes, etc.

### 11.4 Applicable codes of conduct

VOO is subject to the following codes of conduct:  
- ISP Code of Conduct issued by the "Internet Service Provider Association Belgium" abbreviated to "ISPA Belgium" and available on the website [www.ispa.be](http://www.ispa.be)  
Code of Ethics for Telecommunications (Royal Decree of 9 February 2011 /Belgian Gazette 21.06.2011, p. 36508) available on the website [www.telehicom.be](http://www.telehicom.be)

At the written request of the Customer, a copy of these codes will be sent to him

## 12. Personal data necessary for the provision of the services or to be collected in the context of the provision of the services

In order to be able to provide its services to the Customer, VOO collects the Customer's identification data such as surname, first name, home and service provision address, email address as well as date of birth, telephone and/or mobile phone number. VOO also records the type of subscription chosen as well as the Options. If the Customer instructs VOO to transfer his services from his former operator and to cancel his services with that operator, VOO collects the Easyswitch number and/or the customer number from that operator as well as any landline and/or mobile telephone numbers to be transferred. To ensure payment for its services, VOO collects the bank account number, the method of payment (direct debit, direct debit order number, etc.), the payment history, as well as a history of reminders sent to the Customer. If the Customer creates a personal account, VOO records this information as well as the Customer's log-in and password. VOO also records the trace of any interaction with the Customer such as calls to its call centre, a visit from a technician, the sending of letters or the exchange of emails or electronic messages.

In addition, in the context of the provision of its services, VOO is called upon to collect and process a large amount of data concerning the Customer and the use that he makes of his services. VOO thus collects all technical data relating to the equipment and SIM card(s) supplied such as the numbers relating to the SIM cards (IMSI, ICCID), the International Mobile Equipment Number (IMEI), the modem number, the PIN/PUK codes, the types and identification numbers of modules and set-top boxes or terminal equipment sold or provided

by VOO to the Customer. VOO also collects data relating to connections to the services such as connection logs, MAC address, IP address or geolocation of the Customer, consumption data such as data relating to the Customer's VOD purchases and viewing, the volume of consumption of the services (volumes of fixed and mobile internet consumption, call minutes, number of SMS/MMS messages sent and received). VOO also collects data relating to the Customer's browsing on the Internet (time/date of the Internet connection, sites visited) as well as data relating to the use of his telephone connections (duration of calls, duration between the dialling of the number and the start of the call, call numbers and numbers called, unsuccessful calls, origins and destinations of SMS/MMS messages).

## 13. Changes to the General Terms and Conditions of the subscription contract

VOO undertakes to inform the Customer of any change to the General Terms and Conditions applicable to an open-ended contract or any change to the open-ended subscription contract with an impact for the Customer at least one month before its entry into force. Any Customer who objects to the changes to the General Terms and Conditions applicable to an open-ended contract, or to the changes to the open-ended subscription contract, has the right to terminate without charge, in the first case, the Contract, in the second case, the open-ended subscription contract no later than the last day of the month following the entry into force of the new General Terms and Conditions or the modification of the subscription contract, or in accordance with any other legally stipulated deadline which is more beneficial to the Customer. If the change entails an increase in the subscription price, any Customer who objects to this change shall be entitled to terminate his or her open-ended subscription contract without charge no later than the last day of the month following receipt of the first bill issued after the entry into force of the price increase, or in accordance with any other legally stipulated deadline which is more beneficial to the Customer. However, VOO reserves the right to change the General Terms and Conditions applicable to fixed-term and open-ended contracts or fixed-term and open-ended subscription contracts if the change entails the implementation of a change of a purely factual situation, a change to the regulatory framework, leaving no choice to VOO on how to make the changes imposed, or when it beyond reasonable doubt that the proposed change will be accepted by any Customer, without the Customer being entitled to termination without charge. Customers will be informed of such a change at least one month before its entry into force.

## 14. Security and integrity of the network

VOO takes adequate and proportionate technical and organisational measures, including encryption where necessary, to manage the security risks of the network and services in an appropriate manner and to prevent and limit the impact of possible security incidents both for users and for other networks and services. In the event of a concern for security or confidentiality and/or a fear that one of the services may be abused, VOO may, in particular, change the Customer's log-in or password. VOO will inform the Customer if applicable.

VOO may individually inform its Customers potentially affected by a threat, of the existence of the threat and of any protective or corrective measures that they may take. In the event of abuse, fraud, illicit or malicious use or suspicion of abuse, fraud, illicit or malicious use committed on the VOO network by the Customer or any third party using the service subscribed to by the Customer that comes to VOO's attention, VOO will take action against the Customer. If a situation proves to be particularly urgent, VOO may immediately suspend the Customer's connection on a temporary basis to preserve the integrity of the network. If the breach does not cease, VOO may, without prejudice to the right to claim damages and interest, terminate the Customer's Contract in accordance with Article 6.5.

## 15. Jurisdiction and applicable law

The Contract is governed by Belgian law. Any dispute concerning the interpretation or execution of the Contract falls under the exclusive jurisdiction of the courts in which the headquarters of the legal entity that provides the service(s) to the Customer are located.

## GENERAL TERMS AND CONDITIONS APPLICABLE TO THE DIFFERENT SERVICES

### 16. Television services

#### 16.1. Copyright

The content of the programmes offered by VOO is pro-

TECTED among others by legislation relating to intellectual property rights and in particular copyright. Any recording or copy made of this content on any medium for any purpose other than for private use and any public distribution are prohibited. In application of the legislation in force, VOO is obliged to pay royalties. These are charged to the Customer in whole or in part and are included in the subscription price paid by the Customer. The same is true for the obligatory contributions imposed by the French Community under the terms of the decree on broadcasting.

#### 16.2. Set-top box and Digital TV card

To receive a digital television or interactive digital television service, the Customer must have a VOO set-top box. If the Customer wishes to receive the digital television or interactive digital television service on several television sets, he must have a set-top box for each television set. The Customer can also benefit from the digital television service by means of a VOO digital TV card. The digital TV card only works with compatible television sets, the list of which is available on the Website. The number of digital TV cards is limited to 3 per subscription contract. The Customer may only use the set-top box or the digital TV card for the purposes of decrypting the digital television channels to which he has access under the terms of his subscription contract. In no case may they be used directly or indirectly to allow a third party to receive the VOO television services.

#### 16.3. Chip card

The Customer shall ensure that he inserts any chip card supplied by VOO into the set-top box in the space provided for this purpose and which enables him to access the digital television or interactive digital television service. The smart card supplied by VOO remains the exclusive, non-transferable and unseizable property of VOO. It may not be transferred, sold or made available to a third party in any form whatsoever and may only be used with the VOO set-top box.

#### 16.4. Programmes

VOO broadcasts the radio and television signals for the channels that form part of its offer. The programmes announced by the television channel broadcasters are the responsibility of those broadcasters and may, at any time and without notice, be changed by those broadcasters. Since VOO is not a broadcaster of programmes, it shall never be held responsible for their content. VOO is not solely responsible for the transmission of programmes and therefore may not be held responsible for direct or indirect damage due in particular to a breakdown, delay or interruption in the retransmission or reception of programmes. VOO provides Customers who subscribe to the digital television and interactive digital television service with an electronic programme guide. This functionality allows Customers to consult information about the programming on certain channels. VOO may not be held responsible for the content, precision and the exhaustive character of this information. VOO has the right, at any time and without notice, to modify the technical characteristics of the services and their makeup, particularly the number and nature of the channels and the makeup of the catalogue of programmes offered by VOO (VOD/VODS).

#### 16.5 App Store and applications

VOO may decide to offer the Customer, through the decoder(s) of his choice, the possibility of accessing an App Store where he may take out and gain access to the services of certain applications.

If VOO decides to offer an App Store through one or several of its decoders, each decoder may have its own dedicated App Store. Where this possibility of accessing an App Store is offered by VOO, VOO shall be free to select the applications that are accessible through this App Store, and to discontinue access thereto at any time. The accessible applications may vary depending on the App Store offered. As applicable, the Customer shall be required to accept and comply with the general terms and conditions of the App Store in question ahead of time, as well as those of every application he wishes to take out an account with. The Customer shall equally be required to transact any payments as may be required in accordance with the instructions issued by the respective suppliers of the said services.

VOO offers no assurances that the App Store or the functions of the services taken out by the Customer through the App Store meet his expectations or needs, nor that they shall be available without interruption or that they shall be free from error. Access to the App store and the said services, as well as the use thereof shall occur at the Customer's sole responsibility and at his risk and peril.

The Customer hereby absolves VOO from all liability arising directly or indirectly from the use made by the Customer of the App Store and of the services which he subscribed to through the App Store. VOO shall not be held liable for any loss and/or harm, of any nature

whatsoever, incurred by the Customer as a result of the suspension, the interruption, the (technical) disruption, the slow speed, access problems and/or interruption of all or part of the App Store, the applicable accessible and the services subscribed to through the App Store, whether this be due to VOO or to the supplier of the service in question.

## 17. Internet service

### 17.1. Usage conditions

In order to guarantee optimum usage conditions for the service, the VOO Internet unlimited service offers are solely for the Customer's private and personal use. This usage guarantees intensive use for the Customer. The unlimited nature of the service cannot be assured, particularly in cases of fraud, dishonest usage, usage infringing the rights of third parties, particularly the intellectual property of third parties, or usage that constitutes an abuse of case-law.

The Customer undertakes to respect the instructions concerning access to and consumption of the internet service, particularly as regards volume and speed, given by VOO on its web page <http://www.voo.be/fr/gestion-reseau/> to ensure a level of service quality for all Customers.

### 17.2 Electronic address

If the Customer has an email address made available by VOO, he automatically retains access to it free of charge for 18 months after termination of his subscription contract.

### 17.3. Protection of computerised data

The Customer is solely and fully responsible for his use of the internet service. The Customer undertakes to use the service in compliance with all legislation in force. In a general manner, the Customer undertakes to only use the service with all reasonable care. He undertakes to comply with all copyright law in connection with the data he uses or transmits and expressly relieves VOO of all responsibility in this respect.

From that point on, VOO may never be held responsible for the consequences resulting from this use or for the content of the data transmitted or received by the Customer.

The Customer recognises that VOO has no control over these data and has no obligation to provide any such control. The Customer relinquishes any recourse against VOO on the grounds of any damage of any kind that he may suffer while using the service, whether wrongfully or not. VOO may never be held responsible for damages, errors or omissions, interruptions, faults, theft or destruction caused by a third party to the Customer's IT system. Nor shall VOO be held responsible for the loss of computerised data stored on the Customer's system or any loss of data from the e-mail made available to him.

### 17.4. VOO internet Security+ Service

#### 17.4.1 Terms and conditions of the subscription

The Customer may only use the VOO internet Security+ service after accepting in advance and respecting the licensing terms and conditions issued by F-Secure of which he will be informed on the VOO internet Security+ download page. If the Customer does not accept these terms and conditions, he may ask VOO to cancel his subscription to the VOO internet Security+ service but this request must be sent in writing within two months following the date of subscription to the service.

#### 17.4.2 Liability and limitation of warranty

The VOO internet Security+ service is provided by F-SECURE CORPORATION without the intervention of VOO. The Customer releases VOO from all responsibility resulting directly or indirectly from the installation or the use of the VOO internet Security+ service. VOO does not guarantee the compatibility of VOO internet Security+ with the Customer's operating system. The list of operating systems compatible with the VOO internet Security+ service is available on the Website. If VOO internet Security+ is incompatible with the Customer's operating system, the Customer may terminate his subscription contract without notice. VOO cannot guarantee that the VOO internet Security+ service will be available without interruptions or error, that all possible defects will be corrected, or that the computer on which the VOO internet Security+ service is installed will be protected against viruses, undesired e-mails and/or cyber attacks of any kind whatsoever. The VOO internet Security+ service does not protect the computer against viruses or other malware that were present on the computer before the service was installed. Accessing files is the sole responsibility of the Customer and is at his own risk. The Customer releases VOO from any liability resulting directly or indirectly from the storage and/or sharing of infected files. Access to or the transfer of shared or stored content cannot be

protected from third-party intrusion by the VOO internet Security+ service. VOO shall consequently not be held liable in the event of unauthorised access by third parties to content that the Customer shares or stores. VOO gives no warranty as to the capacity of the VOO internet Security+ Service to meet the Customer's expectations or needs. VOO shall not be held liable for any loss and/or damages of any nature whatsoever, experienced by the Customer as a result of the suspension, the interruption, the (technical) breakdown, the slow speed, access problems and/or interruption of all or part of the VOO internet Security+ service.

## 18. Landline and mobile telephone services

### 18.1 Directory

The Customer may ask to be included in the local directory for his place of residence. The Customer's details are entered into this directory free of charge. In any event, the Customer remains solely responsible for the information he has provided as to their appearance in the directory. The publication of this information may at any time be suspended by VOO without entitlement to appeal against VOO in the following cases: in the absence of production of evidence that could confirm the accuracy of the information published within 15 days of the written request sent by VOO to the Customer; where inclusion has the effect of damaging the image of the directories; when inclusion is liable to undermine the rights of others; in the event of breach of general standards of decency or to ensure the protection of children; and more generally in all cases likely to circumvent the laws, regulations and business practices in force. The purpose of the directories is to enable third parties to find the telephone number of the Customer on the basis of his name and address as communicated to VOO.

### 18.2 Portability

When a Customer switches operator and wishes to retain his/her existing telephone number(s), he shall instruct VOO to take the necessary steps with the previous operator to perform the transfer of his number. The transfer of his existing number(s) to the new operator does not exempt the Customer from discharging his contractual obligations to the previous operator, and he may have to pay damages to the previous operator if these obligations are not respected. VOO takes the necessary measures to complete the portability of the number requested by the Customer in compliance with the applicable legal provisions. However, VOO may not be held responsible if the portability is not completed or is delayed for any reason attributable to the previous operator or to the Customer, or for technical reasons. In certain circumstances, the portability will not be possible, especially if the Customer requests the portability of his landline number to another telephone zone or if the previous operator does not respect the legal portability procedure. At their express request, Customers are entitled to the following compensation in the event of delay in the execution of number porting:

- for simple porting : 3 euros per day of delay per ported number;
- for complex porting: 5 euros per day of delay per ported number.

A delay in number porting occurs if the number porting has not been activated within one working day:

- after the date of installation and activation of the line, in the event of porting of geographical or non-geographical numbers, except mobile numbers;
- after the date on which the number porting validation request if the Customer wishes his mobile number to be ported directly or after the date of number porting agreed between the Customer and VOO, both in the case of simple porting of a mobile number;
- after the date of receipt of the validation of the number porting request, if the Customer wishes his mobile number to be ported directly or after the date of number porting agreed between the Customer and VOO, both in the case of complex number porting.

The total compensation for the Customer is equal to the number of days between the date referred to in the above paragraph and the date on which the number porting actually took place, multiplied by the amounts provided for. Claims for compensation must always be submitted within 6 months after the request for number porting. VOO is administratively responsible for processing the Customer's requests for compensation and the payment of compensation. In the event of termination of a subscription contract for the phone service, for any reason whatsoever, the portability of the number(s) relating thereto may be requested for a period of one month after the date of termination.

### 18.3. Access to emergency services

When active, the VOO landline and mobile telephone services provide free access 24 hours a day and 7 by 7 to the Belgian emergency numbers and the European number (112). Some emergency services (e.g. 112) can be reached from all mobile networks (and therefore including places where VOO does not offer any coverage). VOO sends information about the location of the caller to the emergency services that provide on-site assistance, as soon as they receive the call. For the landline phone service, this information is provided on the basis of the address communicated by the Customer at the time of subscription.

### 18.4. Alarms / Remote monitoring/ Telemonitoring

If the Customer has a remote monitoring, telemonitoring or alarm system, VOO takes no responsibility if the telephone service is interrupted except in the event of criminal intent or gross negligence.

### 18.5. Nuisance calls

If the Customer receives nuisance calls from third parties, he may contact VOO who will take all measures it deems necessary. If these calls persist, the Customer has the possibility of lodging a claim with the Telecommunications Ombudsman, by following the procedure described under article 12.2.

### 18.6 Conditions of use of the landline phone service

The Customer undertakes to use the service in compliance with all legislation in force. In a general manner, the Customer undertakes to only use the service with all reasonable care. The following notable types of usage of the service are forbidden:

- use of the service as a communications re-routing or linking gateway;
- use of the service on grouped lines or on a ISDN line;
- connection of the telephone line to a PABX.

In the event of a prohibited use of the service, VOO reserves the right to charge for the resulting excess consumption to immediately suspend the service or, if necessary, to terminate the Contract under the conditions defined in article 6.5. Whatever the type of telephone service subscribed by the Customer, his call may be interrupted by VOO beyond 2 hours of continuous use to ensure the fluidity required on the network for the benefit of all customers.

### 18.7. Terms and conditions of the mobile phone service

VOO shall provide the Customer with a SIM card for each assigned number. This card, secured by a PIN code, must be placed in the device in order to access the mobile phone service. If, during the subscription contract for the VOO mobile phone service, VOO sends the Customer a new SIM card, the Customer must remove the existing card and place the new card in his device in order to continue to benefit from the service. The Customer undertakes to use his SIM card(s) and mobile service(s) with due care and attention and therefore to refrain from using them in a manner that is prohibited, unsuitable or illegitimate. The following constitute forbidden, inappropriate and illegitimate behaviour:

- any use contrary to the Contract, the law, public order or morality;
- sending SPAM or advertising messages of a commercial nature which violate applicable laws and regulations;
- any use of the SIM card in a device that does not comply with the applicable regulations or legislation or that is likely to cause disruption to the VOO network or that of a third party or to prevent the normal and reliable operation thereof; such as a device that does not allow the identification or geographical localisation of the caller in case of an emergency call, a device that could cause the saturation of the VOO network or the network of a third party, a "Sim box", "GSM gateways" type device or a device allowing identity theft or any similar device;
- any use that disturbs the proper functioning and reliability of the VOO network or that of a third party or their functions, such as the transmission of the IMEI number of the mobile phone device from which the call is made, the identification or the geographic localisation of the caller in the event of emergency calls, the interception and recording of communications in accordance with injunctions made by a judicial, statutory or administrative authority, or the recording and the storing of call data and identification;

• any use that could cause the VOO network or the network of a third party to become saturated or interfere with its proper functioning, or by which VOO's interconnection rates may be bypassed;

• any use that intends to divert communications to third parties, directly or indirectly or with a view to resale or rerouting, in any manner whatsoever;

• all attempts to counterfeit or copy the the technical identification data of the SIM card and, in general, all fraudulent or illegitimate use of the SIM card;

• all exposure of the SIM card to an analysis process or reverse engineering, or any insertion or use of other software than that authorised by VOO in the SIM card;

In the event of alteration, theft or loss of the SIM card, the Customer must send VOO a request for a new SIM card. This will be sent to him as soon as possible. The Customer may activate it as soon as he receives it. VOO reserves the right to charge the Customer for any new SIM card on the basis of the rates in force. The mobile phone service enables the Customer to connect to the VOO network and to any other network, and vice versa. These connections may be limited or suspended, at the Customer's request and in line with the technical possibilities, except for outgoing roaming calls and when covered by the network of an operator who is not included as part of the Camel telecommunications protocol. Indeed, in this case, since VOO only receives consumption reports after the event, it cannot technically verify the Customer's consumption in real time and therefore the latter. By default, consumption outside the plan is capped at €50 including VAT, and at €20 including VAT for Customers who subscribed after 1 January 2021. Also by default, consumption of roaming data is capped at €60.50 including VAT. The Customer may remove these financial caps at any time, or choose to apply different amounts according to the list provided by VOO. When the financial ceiling amount is reached, the Customer receives an alert message from VOO and can no longer make calls outside the plan. However, VOO is not always in a position to monitor users' consumption in real time and is consequently unable to guarantee that the amount the Customer will be billed shall not exceed the applicable financial ceiling amount, even if the Customer ceased using the service after having been sent a warning message. The connections can also be restricted or suspended by VOO for reasons related to the Customer's credit-worthiness or when their monthly use of the mobile phone service is three times higher than the average monthly use of all Customers of the mobile phone service. In this event, the Customer will be duly informed.

VOO shall not be liable for the content of communications, messages and data traffic, of any nature whatsoever, sent or received by the Customer. In order to guarantee optimum usage conditions, the VOO unlimited mobile phone service offers are solely for the Customer's private and personal use. This use enables the Customer to intensively use the services provided by VOO. Consumption levels in excess of 6,000 minutes or text messages per month (1 call minute : 1 text) are considered as abnormal use, in as much as such consumption represents more than 20 times the average monthly use of the "unlimited" VOO offers. In the event of abnormal use, VOO will charge the Customer a € 0.20 supplement for every additional text message or call minute.