

SPECIAL CONDITIONS MOBILE SERVICES

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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Definitions

Content	The information that is made available via the internet (public networks), intranet (corporate networks) or other applications, regardless of the identity of the provider of the information.
Data Package	Part of the Subscription that contains an amount of data that the Customer can use without additional costs to access the Internet via their Mobile Device.
EU Roaming Zone	In the context of these Special Conditions for Mobile Services this means the countries of the European Union excluding Belgium but including Norway, Liechtenstein and Iceland.
Forfait	Quantity included in a Subscription that the Customer can use at no additional cost.
International Call	Call to a phone number with a non-Belgian Network ID.
Month	Period between a calendar day of a month and the same calendar day of the following month, which counts as a billing period.
Mobile Network	Network of mobile telephony antennas used by the Service.
Mobile Device	Communication device with which the Customer can use the Service.
Price List	Overview of all rates, available via the description of the Service on the Order Confirmation, on the Citymesh website and available via Citymesh upon simple request.
Roaming, Roaming Service	The use of the SIM Card by the Customer on other mobile networks abroad.
SIM Card	The chip card made available to the Customer by Citymesh and which must be inserted into the Customer's Mobile Device in order to use the Service.
SMS	Short text message of maximum 160 characters that the Customer can send and receive via their Mobile Device.
Third Party Providers	Third parties that provide Third Party Services directly to the Customer.
Third Party Services	Calls or text messages to and from premium numbers (such as 090X numbers, etc.) for games, ringtones, chat and other services or products that can be purchased via the internet, which are distributed by Third Party Providers and which are provided by Citymesh to the Customer be charged. This does not concern services provided by Citymesh: Citymesh only acts to obtain payment in the name and on behalf of Third Party Providers.
User	The Customer or an employee thereof who uses the Service for professional purposes.

VAS Number

Special phone numbers (such as 070, 090x, etc.) used for helplines, competition lines, ringing tones, downloading games, etc...

Introduction

These Special Conditions for Mobile Services for companies, legal entities or de facto associations or self-employed persons, hereinafter Mobile Conditions, are a supplement to the General Terms and regulate the legal relationship between the provider, being Citymesh, and the Customer, starting from their Subscription Request. They form part of the Agreement and apply to all related legal acts relating to mobile services. In the event of any conflict, the Special Conditions take precedence over the General Terms.

1. Conclusion of the Agreement

- 1.1. The Customer can gain access to the Service by taking out a Subscription for which They must submit a Subscription Request. The Customer is obliged to complete this Subscription Request correctly and completely.
- 1.2. Activation of the Service takes place after approval of the Subscription Request by Citymesh.
- 1.3. Citymesh may request the submission of documents proving the identity and/or creditworthiness of the Customer. The Customer must also be able to demonstrate a permanent connection with Belgium in accordance with European regulations.
 - 1.3.1. In the event that the Customer is a natural person, this proof may consist of an official document showing that Belgium is the official place of residence of the Customer as a natural person.
 - 1.3.2. In the event that the Customer is a legal entity, the place of establishment of the legal entity or the place of actual exercise of the main activity serves as proof.

In this context, Citymesh can request the following documents:

 - a copy of the officially published articles of association and any published amendments to those articles of association,
 - the official documents to prove the identity, domicile or permanent residence of the natural person authorized to represent the legal entity or de facto association,
 - all additional documents that enable Citymesh to verify the financial capacity.

In addition, the User's identity card details (= Belgian identity card or residence card number and Belgian national registry number) must be communicated to Citymesh with each Subscription Request.

Citymesh can request these documents at any time, both before and during the term of the Agreement, and following the termination of the Agreement.

- 1.4. Citymesh may refuse to comply with a Subscription Request if, among other things,
 - (i) the Customer cannot demonstrate a permanent connection with Belgium, or
 - (ii) one (1) or more of the data provided to identify the Customer prove to be incorrect, or
 - (iii) the Subscription Request has not been completed properly, or
 - (iv) the Customer does not comply with its obligations arising from another Agreement with Citymesh, or

- (v) access to the Service cannot be achieved under satisfactory technical conditions, or
- (vi) there is evidence or serious indications of non-payment and/or fraud by the Customer or of use of the Citymesh Service contrary to the Agreement, legal or regulatory provisions and/or public order or morality, or
- (vii) the Customer disrupts or threatens the proper functioning of the Network or damages its integrity.

Citymesh is not obliged to inform the Customer of the reason for the refusal, nor to defend it.

- 1.5. Citymesh reserves the right to request payment of a deposit from the Customer, both with the Subscription Request and during the term of the Agreement.
 - 1.5.1. A deposit may be requested if the credit check prior to acceptance of the Subscription Request and/or the information provided by the Customer shows that the Customer cannot financially afford intensive use of the Service. The maximum amount that Citymesh can request as a deposit is € 300,00 per Subscription (Request).
 - 1.5.2. Citymesh may request a deposit after non-, partial or late payment, if (i) the amount of consumption charged on top of or outside the Forfait justifies it, or (ii) the information in the file is incomplete, or (iii) if the check of the file justifies it. The maximum amount that Citymesh can request as a deposit is € 300,00 per SIM Card.
 - 1.5.3. If the deposit is not paid on the specified date, Citymesh reserves the right to refuse the Subscription Request or terminate the Agreement without the Customer being entitled to any form of compensation.
 - 1.5.4. The amount paid by the Customer as a deposit does not bear interest.
 - 1.5.5. The guarantee cannot be used by the Customer for (partial) payment of invoices during the term of the Agreement.
 - 1.5.6. A paid deposit will be refunded to the Customer upon termination of the Agreement, by means of a debt settlement between the amount of the deposit to be repaid and the Invoices owed by the Customer.
- 1.6. Citymesh may request an advance during the execution of the Agreement if it appears that the Customer uses or wishes to use the Service in a manner that could result in high invoicing, such as, but not limited to, the request for Activation of the possibility of making calls to VAS Numbers. The amount that Citymesh can request as an advance is the amount of the last three (3) invoices for the Service (including all costs related to the Service such as, but not limited to, charged consumption on top of or outside the Forfait) prior to the time that the advance payment is requested from the Customer, with a minimum of € 50,00. This amount of the last three (3) invoices can be checked via Citymesh customer service.

A paid advance is always offset against the next invoices to the Customer and does not accrue interest.

2. Roaming and International Calls

- 2.1. Roaming is activated by default in the EU Roaming Zone. The Customer can request in writing to block Roaming. Citymesh does not charge a fee for this blocking. To

avoid unexpectedly high costs, Citymesh blocks Roaming outside the EU (roaming zone 2 to 6) by default. This blocking can be lifted upon written request.

- 2.2. Calls to VAS Numbers as well as calls and SMS from Belgium to foreign numbers are blocked by default. The Customer can request its Activation in writing. Citymesh does not charge any Activation costs for this. In accordance with article 1.6. Citymesh reserves the right to request an advance payment from the Customer. Citymesh also reserves the right to refuse a request for Activation without the Customer being entitled to any form of compensation.
- 2.3. The list of countries in which Roaming is possible and the rates are published on the Citymesh website and may be adjusted depending on the agreements between the Network Operator and the foreign operators.
- 2.4. When roaming within the EU Roaming Zone, consumption is included in the Forfait, provided that the Forfait has not been exceeded and the consumption remains within the limits of non-unlawful use as described in Article 11.4. For consumption outside the Forfait within the EU Roaming Zone, the national rate applies.
- 2.5. When roaming outside the EU Roaming Zone, consumption is not included in the Forfait and the specific Roaming rate is applicable in accordance with the country rates. It is possible that Roaming charges will be billed several months after the date of use of the Roaming Service, as Citymesh must wait for information from the other operator(s) involved.
- 2.6. Communication in Roaming to and from VAS Numbers and short numbers within the EU Roaming Zone is not included in the Forfait and will be invoiced taking into account the costs determined by the Third Party Providers and relevant operators of that country. The communication may also be charged even if the VAS Number is free of charge for calls from national telephone numbers belonging to the country.
- 2.7. Calls and internet connections made in maritime zones (for example from a ship during a cruise) use satellite networks corresponding to a special geographical zone and always take place outside the EU Roaming Zone. The roaming costs relating to these connections will be invoiced to the Customer.
- 2.8. Depending on the country where the Customer is located, the SIM Card may or may not automatically select a Roaming partner's Network. The Customer may nevertheless manually select a Network on which he wishes to make and receive their calls, provided that the Network Operator has entered into a Roaming Agreement with that other Roaming provider. This option can be used at any time free of charge.
- 2.9. The network coverage and availability of the Service abroad are entirely dependent on the foreign operator whose Network is used. Citymesh can therefore in no way be held responsible in the event of disruption or insufficient quality of the Service abroad.

3. Phone number

- 3.1. One (1) phone number will be assigned to the Customer at the latest upon Activation.
- 3.2. The Customer has no right to claim a specific phone number, except when the Customer transfers their phone number from another operator to Citymesh, in which case They can keep the phone number originally assigned by that other operator.

- 3.3. At the end of the Agreement, the Customer will permanently lose their phone number, unless They switch to another operator and ask him to keep their phone number in accordance with the legal procedure applicable to number portability.
- 3.4. If the Customer has taken out a Subscription without a Forfait, the Customer accepts that in the event that They have not used their Subscription for an outgoing call or SMS for a period of one (1) Month, nor have They connected to the internet, Citymesh has the right to terminate the Agreement and take back the phone number (with the result that the phone number is permanently lost for the Customer).
- 3.5. Calls and text messages to and from VAS numbers are blocked by default. The Customer can submit a written request for Activation to Citymesh. Citymesh is entitled to request a guarantee for this Activation in accordance with Article 1.6. Costs resulting from communication to VAS Numbers are not included in the Forfait and will be charged separately.

4. SIM Card and PIN code

- 4.1. Citymesh undertakes to properly inform the Customer on how to Activate the SIM Card.
- 4.2. Citymesh delivers a SIM Card to the Customer. Each SIM Card has a PIN code (Personal Identification Number) and a PUK code (Personal Unblocking Key). The codes are delivered to the Customer together with the shipment of the SIM Card.
- 4.3. To prevent abuse, the Customer must immediately convert the standard PIN code into a personal secret PIN code upon receipt of their SIM Card. The Customer is responsible for the strict confidentiality of this code and will therefore be careful not to choose a simple code (such as 1111, 1234, etc.).
- 4.4. Citymesh is and remains the sole owner of the SIM Card delivered to the Customer. The Customer may not resell, transfer, lend, damage or destroy the SIM Card. If the Customer wants to have the SIM Card used by other persons, he must first provide Citymesh with the identity of those persons.
- 4.5. The Customer must use the SIM Card with due care. Any attempt to copy the technical identification data of the SIM Card and any fraudulent use of the SIM Card is prohibited and will result in the withdrawal of the phone number linked to the SIM Card without prejudice to other measures that Citymesh may take towards the Customer.
- 4.6. The SIM Card may not be used for a connection without human intervention or between an industrial modem and a server (M2M communication).
- 4.7. In the event of loss, theft or damage to the SIM Card, the Customer remains liable for the use and payment of the Subscription until the Customer has requested the suspension of the Service by telephone to Citymesh customer service. With this request, the Customer must be able to identify themselves as the rightful User of the SIM Card. This request must be confirmed in writing by the Customer within eight (8) calendar days after the telephone notification. At the request of Citymesh, the Customer must provide the number of the report of the loss or theft as provided by the police. During the suspension, any Subscription costs remain payable. The Customer will receive a new SIM Card and the Service will be reactivated.

- 4.8. The Customer is solely liable for correctly inserting the SIM Card into their Mobile Device. If the SIM Card blocks or becomes damaged as a result of an incorrect action by the Customer, a new SIM Card will be provided after a written request from that Customer. In that case, Citymesh is entitled to charge the Customer €10,00 in replacement costs.

If the SIM Card is defective due to a production error or poor configuration of the SIM Card, a new SIM Card will be provided to the Customer free of charge.

5. Mobile Device

- 5.1. The Customer will only use the Service via a Mobile Device that complies with Belgian and European standards, and that is adapted to the Network and the Service that the Customer wishes to use.
- 5.2. Even if the Customer's Mobile Device is adapted to the Network, Citymesh does not guarantee that all its functions can be used. The Customer must strictly adhere to the instructions for use of their Mobile Device. The Customer is responsible for the replacement of their Mobile Device if, for technical reasons specific to the Mobile Device (for example because it is too old), They cannot access the Network or the Mobile Device is not suitable for using the Service.
- 5.3. The use of any other device, including the use of SIM boxes or GSM gateways, is strictly prohibited, except in the event that Citymesh gives express written permission to do so and the IMEI number of the device or SIM box in question was registered by Citymesh. The Customer accepts that calls from or to unauthorized devices may be blocked automatically and without any prior notice and that such use entitles Citymesh to suspend and/or terminate the Service immediately and without any prior notice.
- 5.4. Citymesh points out that, despite the excellent quality of the Network, it is not possible to guarantee perfect coverage over the entire Belgian territory in all circumstances.
- 5.5. The Customer acknowledges that They are aware of the risks associated with the use of a Mobile Device (in particular when driving a vehicle, refueling or being in the vicinity of fuels and/or explosives), as well as the disturbances that use can cause on medical equipment and in aircraft.

6. Sending text or voice messages

- 6.1. The Customer is prohibited from sending identical text messages or voice messages via the Network to groups of more than twenty (20) Users of a Mobile Device, whether previously identified or not, or to more than two hundred and fifty (250) different numbers per month.
- 6.2. Unless the recipient has given express permission, the Customer is prohibited from sending text messages or voice messages to third parties via the Network that contain any commercial message.

7. Mobile internet access

- 7.1. Access to the internet requires the use of a Mobile Device that supports mobile internet access, a Citymesh SIM Card, a Subscription that allows internet access and a specific mobile application (or App for short). The use of an App on some Mobile Devices may require its prior download via that Mobile Device. Before any installation, the Customer must ensure the compatibility of their Mobile Device with a specific App. The Customer acknowledges that the App remains the property of the holder of the intellectual rights to it. The Customer who decides to use an App is deemed to have accepted the specific license terms relating to it. Citymesh cannot be held responsible in any way for any violations of the license terms of the App by the Customer.
- 7.2. The Customer can register and/or subscribe to services made available to them at any time via an internet connection. The Customer who uses the Service to access the internet declares that They have taken note of the operation of the services, the internet and the rules of use of the internet and accepts them. We refer to article 6.4. of the General Terms. Access to products and services offered via an internet connection may depend on the technical functions of the Mobile Device.
- 7.3. The Customer is solely responsible for determining the settings of their Mobile Device. Citymesh draws the Customer's attention to the fact that parameters determined by the manufacturers may cause the Mobile Device to automatically connect to the internet and, whether or not in Roaming, to download data without their control or knowledge. The Customer can reduce the risk of making these automatic internet connections by disabling the Roaming function, the mobile data function, the 4G/5G function and the Wi-Fi function on their Mobile Device, as well as by closing active internet sessions and Apps. The Customer can find practical information about this in the user manual of the relevant Mobile Device. In case of problems with carrying out the instructions in the user manual, the customer should contact the seller/manufacturer of the Mobile Device, and not Citymesh.
- 7.4. In addition, the Customer can contact Citymesh to ensure that Roaming within the EU Roaming Zone is activated and, if necessary, to have it blocked. Citymesh does not charge a fee for this blocking. To reactivate Roaming within the EU Roaming Zone, the Customer must contact Citymesh in writing as described in Article 2.1.
- 7.5. When the Customer is connected to the internet, They must take all necessary precautions to protect their own data and/or software, in particular against any viruses circulating on the internet or against intrusions by third parties into the system of their Mobile Device. The Customer also acknowledges that They are fully aware of the fact that the internet is not completely reliable, in particular as regards the secure transmission of data, and the lack of guarantees regarding performance in terms of volume and data transmission speed. The Customer acknowledges that They are aware of the fact that the integrity, authentication and confidentiality of the information, files and any other data that they wish to exchange via the internet cannot be guaranteed. The Customer therefore bears full responsibility for any breach of confidentiality of data transmitted via internet access.
- 7.6. Citymesh does not exercise any control over the Content or properties of the data sent or received by the Customer via the Network and/or the internet.

- 7.7. Since Citymesh does not exercise any control over the Content, it asks that parents/guardians monitor the use that their minor children make of the Internet access via the Service.
- 7.8. The Customer acknowledges that They are aware that if Citymesh is notified by a third party or by the judicial authorities in any way of unlawful Content forwarded or downloaded by the Customer or User via the Network, it will remove the Content in question to the competent authorities responsible for law enforcement. Citymesh further reserves the right, after examining a complaint containing sufficient evidence, to immediately suspend or interrupt internet access to any Customer or User who distributes or transmits questionable Content, without prior notice or compensation.

8. Obligation of means

- 8.1. With regard to the delivery of the Service, Citymesh only has an obligation of means. Citymesh will use all reasonable means to ensure access to and the security, reliability and proper functioning of the Service as undisturbed as possible.
- 8.2. Citymesh does not guarantee continuous and uninterrupted use of the Service, nor the certainty that all data sent and received by means of the suitable Mobile Device can be delivered uninterrupted, in the correct form and within a certain time period.
- 8.3. If the Internet or similar networks are used, disruptions and/or unavailability of connections to the public Internet and/or other telecommunications networks may hinder the use of the Service.

9. Liability of Citymesh

- 9.1. Citymesh undertakes to use all reasonable means to prevent any disruption for the Customer and, should disruptions occur, to take all reasonable measures to limit the duration of the disruptions..
- 9.2. Citymesh cannot be held liable
 - for the content, accuracy and/or integrity of the information and data sent via the Service;
 - for damage, damages, errors or omissions, interruptions, defects, theft, loss and destruction of data, which may occur while the Customer or a third party accesses the Service, except in case of fraud or serious error on the part of Citymesh;
 - in the event of long response times, inaccessibility and/or interruption of all or part of the internet access or access to services offered via the internet;
 - in the event of changes to the offer of services on the Internet made by publishers, creators and distributors of content, or imposed by legal or regulatory provisions;
 - for violations and fraud committed via the Service by the Customer or by third parties.
- 9.3. Citymesh cannot be held liable for damage that the Customer suffers as a result of (partly) external factors and/or actions of the Customer themselves, including, but not limited to;
 - disruptions or quality defects of the Service due to external factors (such as disruptions or quality defects in Networks and installations of third parties used by Citymesh, disruptions or quality defects due to obstacles that make wireless communication difficult, measures imposed by Belgian or European governments);

- usage disorders due to maintenance, improvement and/or expansion works on the Network;
 - the poor or incorrect use of the Service by the Customer;
 - the malfunctioning of the Customer's Mobile Device. In the event of malfunction or adjustment problems, the Customer must contact the seller or manufacturer of the Mobile Device exclusively, and not Citymesh;
 - the Customer's use of a Mobile Device in violation of the Agreement, or that has not been approved in accordance with the applicable standards;
 - the use or misuse of the Customer's PIN code
 - (i) as a result of the voluntary or involuntary notification of this code to a third party,
 - (ii) if the Customer did not immediately convert the standard PIN code into a personal PIN code, or
 - (iii) if the Customer converted the standard PIN code into a simple personal PIN code (e.g. 1234, 5555, ...).
 - the intervention of third parties, despite the security measures taken by Citymesh and the Network Operator;
 - the suspension or termination of the Service, in accordance with the General Terms, even if third parties would suffer direct or indirect consequences as a result of the suspension or termination;
 - changes as a result of regulations from BIPT or other regulatory authorities,
 - cases of force majeure.
- 9.4. Citymesh cannot be held responsible for services requested by the Customer and offered by third parties, such as Third Party Providers, and which are accessible through the Service and which are paid through Citymesh's invoices.
- 9.5. Citymesh cannot therefore be held liable for
- Third Party Services, for their content, for their legality, for their proper execution or their invoicing, even if Citymesh would derive any benefit from them or would be responsible for the invoicing of these services on behalf of third parties,
 - the Customer's use of Third Party Services,
 - transactions between a third party and the Customer.

Unless expressly agreed otherwise, Citymesh is in no way a Party to a contract concluded between a third party and the Customer. In the event of any dispute by the Customer regarding Third Party Services, the Customer must address the relevant Third Party Provider directly.

10. Billing

- 10.1. The Customer who has a Subscription with included Forfait cannot transfer unused Forfait to the next Month.
- 10.2. The Customer who has a Subscription with an included Forfait will be invoiced for additional consumption from the moment the included Forfait has been used up. The rate for additional consumption is stated on the Order Confirmation.

- 10.3. Invoicing of the consumption costs due takes place in the Month following the Month in which the consumption took place. Citymesh reserves the right to invoice any usage costs due at a later date.
- 10.4. BILL SHOCK PROTECTION
- 10.4.1. To protect the Customer as much as possible against unexpectedly high invoices (= Bill Shock), Citymesh will send a warning message to the Customer as soon as
- the Forfait is reached;
 - the Forfait is exceeded by a limit of € 50,00 VAT included or by any other amount notified in advance by the Customer;
 - the data roaming services reach 80% of the limit of € 50,00 VAT included or any other amount notified in advance by the Customer;
 - the limit of € 48,40 VAT included on data Roaming consumption outside or not included in the Data Package is reached.
- 10.4.2. Citymesh is not able to monitor consumption in real time. Citymesh will send the warning message as soon as possible after it has determined that the monthly Forfait or limit has been exceeded. Even if the Customer immediately stops using the Service after receiving the warning message, the Customer may still be billed for an amount that may be higher than the monthly Fixed Rate or limit. The Customer cannot dispute this charge because he is solely responsible for the use of the Service.
- 10.4.3. To effectively protect against Bill Shock, in the event that the Customer has chosen to continue using the Service after receiving a warning message, Citymesh will temporarily suspend
- the Service, as soon as the Forfait is exceeded with a limit of € 100,00 VAT included;
 - data Roaming, when the limit of € 60,50 VAT included on data Roaming consumption outside or not included in the Data Package is reached.
- 10.4.4. Because Citymesh is not able to monitor consumption in real time, Citymesh will carry out the temporary interruption of the Service as soon as possible after it has determined that the Fixed Rate or limit has been exceeded by a certain amount.
- 10.4.5. Despite the fact that Citymesh will do everything possible (= Best Effort) to avoid it, it is not excluded that the Customer will be invoiced for an amount that may be higher than one of the above amounts. The Customer cannot dispute this charge because They are solely responsible for the use of the Service.
- 10.4.6. Citymesh will send the Customer a notification message about this. After receipt of payment of the amount due, Citymesh will reactivate the Service. Citymesh reserves the right to charge a maximum amount of € 30,00 including VAT in reactivation costs.
- 10.5. Toll-free calls, including calls to emergency services, are not included in the bill.
- 10.6. The Customer can receive a more detailed version of the basic invoice free of charge upon simple written request. This overview of the Customer's calls and internet use is also available 24/7 in the Citymesh Portal and the mobile app.

11. Fair use of the Service and unlimited use

- 11.1. There are no preset limits placed on unlimited usage.
- 11.2. Only in rare cases will Citymesh intervene and ensure that Users use the Service without violating the definition of fair use set out in Article 11.3. Citymesh wants to protect the 99% of its Users who use the Service in a way that is not excessive and does not violate this fair use policy. In the rare event that a User would far exceed the average usage of 99% of Users, Citymesh may, at its sole discretion,
- (i) notify the Customer that the Service is being used in an excessive manner and initiate an investigation to ensure that violations of the fair use policy no longer occur, or
 - (ii) temporarily restrict or suspend access to the Service until it is determined that the User is using the Service correctly.

With this, Citymesh wants to maximize the quality of service for all Users.

- 11.3. Fair use means that the Service is only intended for individual use and not for any commercial use, in particular for call center or SIM box purposes and / or making available to third parties (for example through hotspotting if this has not been explicitly permitted by Citymesh), resale, use by groups of persons, unfair use or, more generally, a use that is not in accordance with the use that can be expected of a normal User who in the context of their professional activities enters into an Agreement for mobile telephony (such as using the GSM as a baby monitor, or regularly making a large number of voice calls and/or sending SMS messages simultaneously, or when the Customer regularly makes continuous calls for a long period of time and/or regularly resumes calls immediately after their interruption ...). In such a case, Citymesh reserves the right to suspend and/or terminate the Agreement and/or take any other measures deemed useful or necessary, to ensure that the other Citymesh Users are not affected and the quality of service can be guaranteed.
- 11.4. The User undertakes to use the Roaming Services in a reasonable and not unlawful manner and in accordance with European regulations. Are considered unlawful or abnormal use by European regulations:
- (i) long inactivity of a SIM Card, combined with a very frequent, if not exclusive, use of Roaming within the EU Roaming Zone,
 - (ii) a higher consumption in Roaming within the EU Roaming Zone than domestic consumption, combined with a number of days without a connection in Belgium that is higher than the number of days on which the Customer connects within the EU Roaming Zone,
 - (iii) purchase and subsequent use of different SIM cards by the same Customer when roaming within the EU Roaming Zone.

Citymesh reserves the right to observe for a period of four (4) months whether these elements are justified.

In the event of proven unlawful or abnormal use, the Customer will be informed by all appropriate means (SMS, e-mail, letter, etc.) and from that moment on he has fifteen (15) calendar days to adjust the use. If the Customer does not change the use within

the specified period, Citymesh will charge a surcharge for all of its use, in accordance with European regulations and the applicable rates. That surcharge is

- € 0,022 extra per minute for outgoing calls;
- € 0,004 extra per SMS;
- € 1,00 extra per GB of mobile data.

This is also a case of unlawful use of the Roaming service: the organized resale of SIM cards to persons who do not live in Belgium or do not have sustainable ties with Belgium. Where appropriate, Citymesh may immediately take adequate measures to ensure compliance with all conditions of the Agreement, without prejudice to its right to claim damages from the Customer.

12. Suspension of the Agreement

- 12.1. In the event of full or partial non-payment of an Invoice on the Due Date, Citymesh is entitled to interrupt the service as described in article 4.7 of the General Terms and Conditions. In this case, the Customer may only receive calls or other incoming national data transfers (with the exception of calls and data transfers paid for by the recipient) and may not make outgoing calls or send data, with the exception of calls to emergency services.
- 12.2. Citymesh reserves the right to suspend access to the Service as a precautionary measure in the event of an abnormal increase in consumption by the User, and this if possible compared to the average consumption of the previous three (3) months, after having informed the Customer of this (if possible).
- 12.3. Citymesh has the right to suspend the execution of the Agreement or terminate it with immediate effect in the event of sufficiently serious shortcoming on the part of the Customer. Customer's failure to comply with any obligation arising from the Agreement, the provisions of these Mobile Conditions or the General Terms may be regarded by Citymesh as a shortcoming that justifies suspension or termination. Citymesh can also do this in case of evidence or serious indications of fraud. The Customer is not entitled to any compensation.
- 12.4. In the event of overload of the Network, fraud (such as commercial use of the Service, in particular for call center or SIM box purposes, and/or making it available to third parties, for example through hotspotting for example through hotspotting if this has not been explicitly permitted by Citymesh), unfair use or, more general, a use that is not in accordance with the use that may be expected of a Customer who concludes an Agreement for mobile telephony (such as, for example, the use of the GSM as a baby monitor, or when the Customer regularly makes uninterrupted calls for a long period of time and/or regularly resumes conversations immediately after their interruption...) Citymesh reserves the right to suspend and/or terminate the Agreement, and/or take other measures deemed useful or necessary.
- 12.5. In the event of suspension, Citymesh will not charge the Customer any suspension costs. However, Citymesh reserves the right to charge a maximum amount of € 30.00 including VAT in reactivation costs. The Customer remains obliged to respect all obligations imposed on him by the Agreement. The Customer is not entitled to any compensation.

13. Duration and termination of the Agreement

- 13.1. The Agreement comes into effect on the day the SIM Card is activated by the Customer. The Customer will receive written confirmation of the Activation.
- 13.2. An Agreement is concluded for one (1) SIM card.
- 13.3. The Agreement has a minimum duration of one (1) Month, counting from the day of entry into force. Unless terminated earlier by the Customer, on the expiry date of the first Month the Agreement will be converted into an Agreement of indefinite duration under the same conditions.
- 13.4. The Agreement can be terminated by any written means and without giving any reason. The Customer can choose the moment at which the Agreement should be terminated. In the event of number portability, the Agreement will be terminated when the Customer's phone number has been ported.
- 13.5. If the Agreement is terminated during the minimum duration, the Customer is not entitled to a partial refund of the subscription fee paid for the first Month. Citymesh will make a final settlement of any remaining consumption costs. The Customer cannot request a pro rata refund of the Forfait included in the canceled Subscription but not used.
- 13.6. Citymesh is entitled to immediately terminate the Agreement by registered letter to the Customer, without notice or compensation, if it determines that the Customer has provided Citymesh with incorrect, falsified or incomplete essential information (as evidenced by the Subscription Application) during the Subscription Request, or if the Customer has failed to communicate important changes with regard to the information provided, or if the Customer uses the Service for purposes that are contrary to public order, good morals or a legal or regulatory provision. The Customer is not entitled to any compensation.
- 13.7. Citymesh may immediately terminate the Agreement by operation of law in the event of bankruptcy, judicial settlement, request for deferral of payment, liquidation or dissolution of the Customer, without termination compensation or compensation.
- 13.8. Citymesh may terminate or suspend the Agreement in the event of an order from an administrative or judicial authority. In that case, the Customer is not entitled to compensation.
- 13.9. When terminating a Subscription by the Customer, He must take into account that the existing mobile number can only be retained for up to six (6) months. After that period, the mobile number is transferred back to the operator who owns the number or it can be assigned to another Customer..
- 13.10. The Customer cannot transfer a Subscription to a third person.
If a third person wishes to take over the Customer's Subscription, he must conclude a new Agreement with Citymesh. During the Subscription Application, the third person must state that it concerns the takeover of the Subscription from the relevant Customer. The Customer must terminate their Agreement with Citymesh in writing.

14. Number portability

- 14.1. Number portability means that the Customer can keep their phone number when They change operator. Only the phone number can be transferred to the new operator, not the Subscription nor the Agreement.
- 14.2. The Customer who wishes to transfer their phone number to another operator must ask the new operator to take the necessary measures to transfer the phone number. The new operator will terminate the Agreement with the previous operator by means of a power of attorney that he obtains from the Customer.
- 14.3. The transfer of the phone number to Citymesh does not release the Customer from the obligation to respect their contractual obligations towards their previous operator. The transfer of the phone number to another operator does not release the Customer from the obligation to fulfill their contractual obligations towards Citymesh.
- 14.4. In the event of non-compliance, the Customer runs the risk of having to pay compensation to their old operator. The Customer is solely responsible in this regard.
- 14.5. Citymesh will respect the legal provisions regarding the portability of numbers.

15. Telephone directory and information services

- 15.1. In accordance with applicable law, Citymesh transmits certain personal data (name and initials or first name of the Customer or, for a legal entity, the official name, as well as the address and phone number assigned by Citymesh) to providers of telephone directories and information services for the purpose of publication in telephone directories and telephone inquiry services.
- 15.2. Citymesh does not send this data directly, but uses the Central Number Database, established via the Act of 26 November 2021 amending the Act of 13 June 2005 on electronic communications with regard to the central number database and the Royal Decree of 10 February 2022 regarding the central number database.
- 15.3. When completing the Subscription Request, the Customer is given the choice of whether or not to be included in the telephone directories and information services. The Customer indicates whether They want their details to be mentioned in the telephone directories and directory assistance services, or whether They want their number to remain secret. The Customer also indicates whether They wish their name and address to be found on the basis of their phone number.
- 15.4. The Customer is responsible for the accuracy, completeness and legality of the data provided or provided by a provider of telephone directories and telephone inquiry services.
- 15.5. Any adjustment of data by the Customer will be included as quickly as possible in the directory and directory inquiry services file.