

# General Terms & Conditions of the DIGI services

The present general terms and conditions as well as the general terms and conditions specific to the different services that form a part of them, hereafter referred to together as the “General Terms and Conditions”, apply to all of the contractual relationships between the Customer and DIGI Communications Belgium NV, established at Rue de l’Hôpital 31, 1000 Brussels, and registered in the Crossroads Bank for Enterprises under the number 0803.299.956 (hereafter referred to as « DIGI »).

Each product or service can also form the object of special terms and conditions including particular provisions for said product or service (hereafter referred to as the “Special Terms and Conditions”). In case of conflict or incoherence between the documents of the Contract, the following decreasing order of priority will apply: (i) the confirmation letter, (ii) the Special Terms and Conditions of the Service, (iii) the General Terms and Conditions. All communications prior to the Contract are replaced by the Contract and any modification requires DIGI’s written consent.

The version of the terms and conditions available on the site prevails.

The present general terms and conditions remain applicable throughout the term of the Contract.

## 1. Definitions

For the application of the present General Terms and Conditions, the following terms must be understood to have the following meanings:

**Activation:** Operation to commission the Services that require an Activation.

**Connection:** The act of connecting the Customer to the DIGI distribution network.

**Customer:** Any person who is bound to DIGI by a Contract or who has submitted a subscription request to DIGI.

**Contract:** Totality of the rights and obligations between the Customer and DIGI that is materialised in the following contractual documents: the subscription Contract(s) and the General Terms and Conditions.

**Equipment:** Pieces of equipment that are necessary for the Installation of certain Services (DIGI Internet Box, DIGI Wi-Fi Booster, etc.), furnished to the Customer by DIGI and which remain the property of DIGI.

**Installation:** Operation consisting of the first Installation of any Equipment at the Customer’s.

**Interior Installation:** All of the movable and immovable property (sockets, interior cabling and terminal equipment, etc.) belonging to the Customer, located downstream of the Supply Point and indispensable for receiving the Services.

**Own Modem:** Connection Equipment selected and provided by the Customer, which is not part of the Equipment supplied by DIGI. The Own Modem must comply with DIGI’s technical specifications, meet current safety standards, be regularly updated, and must not interfere with the proper functioning of the network.

**Option:** Service that is complementary to the television, internet, or fixed or mobile telephony services. It cannot be subscribed to separately from the main Service with which it is associated.

**Supply Point:** Interface between the internal system and the DIGI distribution network.

**Linkage:** Installation of the conduits, devices, Supply Points and accessories belonging to DIGI permitting the Connection of the interior Installation of the Customer and, as applicable, the Installation and Activation of Services.

**Service:** All of the goods and services provided by DIGI under the Contract.

**Site:** the website <https://www.digi-belgium.be>.

## 2. Main services offered by DIGI

Internet

Mobile telephony

Fixed telephony

The DIGI Services are not yet accessible throughout Belgium. You can easily verify whether the Services are available at your address by consulting our Site.

The Services and contents of DIGI are intended only for personal and private usage. The Customer acknowledges that he can neither share these Services or their content with others, nor distribute them, nor copy them for a third person.

All of the software made available by DIGI (for example, MyDIGI) are protected by the intellectual property legislation. The Customer undertakes to use them only in the authorised manner and shall refrain from copying or modifying them, except for making a backup copy as necessary.

## 3. Provisions relating to the Linkage and to the Equipment

### 3.1. Linkage

For the Linkage to our Fiber Service, the Customer will be contacted to arrange an appointment. The Linkage is generally free of charge. However, costs can be charged in certain cases. If that is the case, a free estimate will be drawn up by DIGI and submitted for the Customer's acceptance before any invoicing. If, for technical reasons, Linkage should not be possible, DIGI has the right to refuse the Customer's request, without owing any indemnity.

### 3.2. Interior Installation

The Interior Installation must be in conformity with the safety prescriptions, the technical prescriptions as well as all other applicable legal provisions.

The Customer alone is responsible for the compatibility of his Interior Installation with the Service. The Customer must disconnect every element of his Interior Installation whose use would block or disrupt the DIGI network as soon as the Customer identifies it or at DIGI's demand. DIGI shall never in any manner be obliged to restore the Customer's Interior Installation to its original condition.

### 3.3. Connection - Installation - Activation

DIGI alone is authorised to carry out the Connection, Installation and Activation. Except in case of force majeure, the Installation will be performed within a maximum period of 30 days following the subscription request, provided that the Customer disposes of a functional Linkage to the DIGI distribution network.

Any work of DIGI at the Customer's must be able to be performed without the technician being obliged to move furniture or disassemble any element whatsoever. DIGI will do everything in its power to perform the works without harmful consequences. DIGI may never be held responsible for material, aesthetic or other damage that the Customer might suffer during the works except in the case of fraud or serious fault on the part of DIGI technicians. DIGI shall never in any manner be obliged to restore the place where the works were performed to its original condition.

If the Customer wishes to install an Own Modem, they are solely responsible for its installation and for any resulting damage. The use of an Own Modem is subject to the following limitations and exceptions:

the Own Modem must comply with the technical specifications published and updated on [www.digi.be](http://www.digi.be);

if the Own Modem does not comply with these technical specifications, DIGI cannot guarantee that the provided services will conform to applicable standards;

the Customer is responsible for installing and updating their Own Modem in accordance with the required procedures;

DIGI cannot guarantee the security, data protection, or privacy of the Customer's home network when using an Own Modem. The Customer is solely responsible for the proper functioning and security of their Own Modem;

in the event of damage resulting from the installation of an Own Modem, the Customer shall be solely liable;

the Customer agrees to reinstall DIGI's Equipment upon DIGI's request, particularly in the event of disruptions, service interruptions, or in order to safeguard network security;

to ensure the proper functioning and security of DIGI's network and private networks of end users, DIGI reserves the right to reject any non-compliant Equipment or take appropriate measures against a Customer whose Own Modem is clearly outdated;

DIGI reserves the right to suspend the Customer's services if their Own Modem causes disruptions for other users or fails to meet technical requirements. DIGI shall not be held liable for any consequences resulting from such suspension;

under no circumstances shall DIGI be held liable for damage resulting from the use of an Own Modem. In case of damage to the network or other users caused by an Own Modem, the Customer may be held liable for all resulting damages.

### 3.4. Equipments

In order to permit the delivery of certain Services, DIGI shall provide pieces of Equipment that are described in the Contract. These pieces of Equipment are either made available free of charge as part of the subscribed Service, or leased according to the provisions contained in the Contract. In case of suspension of the Services for whatever reason, the rental costs for the Equipment shall remain due. The Equipment remains the exclusive, non-transferable and unseizable property of DIGI. The Equipment is placed at the Customer's disposal with a view to an exclusively private usage and in accordance with its intended purpose. The Equipment may not be transferred, sold or placed at the disposal of a third party in any form whatsoever.

The Customer remains responsible for the Equipment and is obliged to safeguard it in a prudent and reasonable manner throughout the term of the related Contract and, after the end of the Contract, until he has returned the Equipment to DIGI. Within this framework, the Customer shall duly insure, notably against theft and bad weather, the Equipment placed at his disposal by DIGI. The Customer formally undertakes to refrain from engaging in any technical intervention, transformation or modification of the Equipment. Nevertheless, if a piece of Equipment must be replaced or updated, DIGI will provide to the Customer a new piece of Equipment or the instructions necessary for updating it. The Customer must then himself install the new Equipment or update his Equipment in accordance with the instructions of DIGI. A Customer using an Own Modem is permitted to disconnect the Equipment provided by DIGI, but the Customer must retain such Equipment under their exclusive possession or control, at the installation location, for possible future use in case of issues and/or for return upon service termination.

In case of seizure or any other claim by a third party to possess rights on the Equipment, the Customer is obliged to oppose this and to notify DIGI immediately. In case of loss, theft or deterioration of the Equipment, the Customer is obliged to inform DIGI thereof within 48 hours.

DIGI assumes responsibility for the works to repair the Equipment unless these works were necessitated due to negligence, a fault or an intentional or fraudulent act of the Customer. DIGI decides on the measures to be taken at its own discretion. If the repair or replacement is incumbent upon the Customer, they will be invoiced by DIGI on the basis of the rates in effect and a lump-sum compensation will be demanded from the Customer. In case of replacement or repair, DIGI may not be held responsible for the loss of the Customer's data stored by him in the Equipment. In all of these circumstances, the Customer remains bound to respect the obligations incumbent upon him under his Contract.

The Equipment furnished to the Customer must be returned to the place(s) designated by DIGI within 15 days following the end date of the relevant Subscription contract.

If the Equipment is not returned within the period indicated above, a lump-sum compensation will be claimed from the Customer on the basis of the rates in effect. In that case, any security deposit paid by the Customer remains vested in DIGI in the amount of all or part of the amount of this compensation.

## **4. Conclusion of the Contract and Entry into effect**

Before validating a subscription request for one or more Services, DIGI can demand certain supplementary information necessary for the proper execution of the Contract. The Customer alone is responsible for the information provided to DIGI and must inform DIGI of any change in this information.

DIGI reserves the right to refuse to provide a Service or to limit access to certain Services, notably in the following cases:

- the Customer does not provide the requested information, or it proves incorrect;
- the Customer does not respect his obligations under the Contract or did not respect his commitments in Contracts concluded earlier with DIGI;
- technical reasons prevent the delivery of the Service(s), including constraints linked to the Customer's infrastructure;
- the Customer's behaviour prevents a secure installation by one of our technicians;
- in case of suspicion of fraud or serious doubt as to the Customer's solvency or identity;
- the Customer resides or has an invoicing address abroad.

In case of limitation of the Service, the Customer will not have access to paying services of third parties and may not engage in out-of-bundle consumption.

An appointment with a technician may be necessary for the Installation.

Unless otherwise stipulated, the Contract shall enter into force on the date on which DIGI accepts the registered order from the Customer. In any event, use of the Service and/or payment of any invoice relating to them shall ipso jure entail acceptance of the terms and conditions of the Contract.

When the Customer communicates his details to DIGI, he accepts that DIGI can choose from amongst these details those that it wishes to use in order to transmit any information whatsoever (for example, modification of the Contract, indexation, invoice, etc.). Any notification made by DIGI via one of these modes of communication shall be regarded as validly performed, adequate and individualised.

The Customer undertakes to immediately inform DIGI of any change of his details and assumes full responsibility for this.

## **5. Term of the Contract and Cancellation**

### **5.1. Term**

The Contract is concluded for a term of 1 month. After this period, it will be renewed automatically for an unlimited period, unless it is cancelled in accordance with the present agreement.

### **5.2. Cancellation by the Customer**

The Customer can cancel his contract at any time, without having to provide a specific reason.

To cancel the Contract, the Customer can complete the contact form on the Site, send a simple letter, or a registered letter to the following address Rue de l' Hôpital 31, 1000 Brussels, or contact DIGI by telephone at the following number: +32 2 870 41 41. DIGI will do everything in its power to stop the Service on the date chosen by the Customer, or immediately if possible, while taking technical constraints into account. The Customer will receive written confirmation (e-mail) of the Contract termination date.

### **5.3. Change of Operator - Easy Switch Procedure**

The Easy Switch Procedure makes it easier to change operators for Internet Services.

At the time of subscription to an aforementioned Service, the Customer can use this procedure by completing and validating a Services migration mandate to the benefit of DIGI. This mandate will be transmitted by DIGI to the former operator as soon as possible after the Activation of the Services, so that the former operator can terminate the services concerned.

In case of delay during the Activation, if the Activation did not take place on the date set, the Customer may claim a compensation of 6 euros per day of delay, subject to making an express demand. The Customer can also request the transfer or the cancellation of the fixed and/or mobile telephone numbers of the former operator.

If the Service is interrupted for more than one working day during the transfer, the Customer will be entitled to a compensation of 10 euros per additional calendar day from the recipient operator.

Implementation of the Easy Switch procedure does not release the Customer from the duty to respect his obligations vis-à-vis his former operator. DIGI cannot be held responsible if the Easy Switch procedure is not executed or is executed with delay for a reason depending on the Customer's former operator. In particular, DIGI cannot be held responsible in case 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 his visit report to the Customer. If the visit report indicates that the technician did not appear within the agreed time period, the Customer is entitled automatically, without prior request, to a compensation of 30 euros incl. VAT per missed appointment.

## 5.4. Limitation - Suspension of the Service - Cancellation by DIGI

If the Customer subscribes to one or more Services requiring an Installation and does not proceed with this Installation within 30 days following his subscription, or if he does not activate the SIM or e-SIM card associated with a mobile telephony Service within 30 days of its receipt, the Contract with DIGI will be automatically cancelled.

In the event of breach of the obligations of the Contract other than the payment obligation, such as unauthorised or fraudulent use of the Services or the Equipment, aggressive behaviour vis-à-vis DIGI employees, failure to respect health safety measures during an appointment with a technician, or any violation of their security, DIGI reserves the right to cancel the Contract, at any time, without advance warning or formal notice, by means of a simple written notification.

If the Customer fails to respect his payment obligations in accordance with his Contract, DIGI will send a first message (free of charge) warning of the risk of limitation or suspension of the Services, by e-mail and by SMS. If, within the period specified in this message, the Customer has neither paid all of the amounts owed to DIGI, nor given notice of a valid ground for disputing the outstanding amount, nor requested a repayment plan, DIGI can limit or suspend the Services. During the entire period of limitation/suspension of the Services, the Customer shall owe only the costs directly related to the Services provided. In case of regularisation of his situation during the limitation/suspension period, DIGI will reactivate the Services within 24 hours following receipt of payment. DIGI reserves the right to invoice to the Customer a reactivation fee of a maximum of 30 euros incl. VAT. If the Customer does not regularise his situation, he will receive a second warning from DIGI informing him of the risk of cancellation of his Contract. If, after the fourth reminder, the Customer does not pay the full amounts due, DIGI can cancel the Contract ipso jure without advance notice or compensation.

DIGI also reserves the right to cancel at any time the unlimited-term subscription contract by registered letter, simple letter or e-mail addressed to the Customer, subject to observing an advance notice period of 30 days which begins to run on the 1st day of the month following the notification.

If the Customer requests a change to their Mobile, Internet and/or Fixed Telephony subscription to a different tariff plan, the new plan will be activated on the first day of the month following the request.

## 5.5. Moving

If the Customer changes residence, he must inform DIGI of this by contacting our agents, via the Site, by telephone or by e-mail. The Internet and fixed telephony Services may be transferred to the Customer's new address, on condition that DIGI possesses the technical means necessary for implementing such a change and provided that the Customer has respected all of his payment obligations. DIGI will do everything in its

power to successfully maintain the Services at the new address. If a DIGI technician must come to the site in order to implement the transfer at the new address communicated by the Customer, the Customer will have to pay a flat fee of 45 €. If certain Services cannot be transferred for technical reasons, DIGI shall not owe any compensation.

If the Customer leaves his residence without requesting cancellation or transfer of his Contract with DIGI, the Contract remains active and he remains bound to fulfill all of his obligations, including payment of the invoices.

## 6. Financial conditions

### 6.1. Payment

The Services are invoiced by DIGI to the Customer monthly, of which the cost and the out-of-bundle consumptions are calculated upon Activation of each Service. Unless provided otherwise, the price of the subscription corresponds to the rate applicable on the day of entry into effect of the Contract. The costs out of bundle and for other Services (such as the Installation) are added to the price of the subscription, in accordance with the rates in effect of DIGI. DIGI can adjust the prices each year as a function of the consumer price index. The prices will be indexed according to the following formula: new price = old price multiplied by (last known consumer price index divided by the consumer price index at the time of the previous price determination).

### 6.2. Invoicing and Terms of Payment

The billing for Services provided by DIGI is established as follows:

for Internet Services and Fixed Telephony, billing starts on the Service Installation Date;

for the Mobile Service, billing starts on the Activation date;

The subscription fees for the first month are calculated on a prorata basis, depending on the effective billing start date of the Service.

Invoices include: (i) pro-rata subscription fees for the period between the billing start date and the last day of the current month; (ii) full subscription fees for the following month; (iii) as well as any usage charges incurred during the current period.

The invoices corresponding to the Services provided to the Customer by DIGI will be sent out monthly by e-mail. They will also be available in the Customer's personal space, MyDIGI.

DIGI makes it possible for the Customer, in his MyDIGI space, to follow his consumption of the Services, free of charge and in a regularly updated manner. DIGI will also send free alerts to the Customer in case his bundle is exceeded. The consumption of roaming mobile telephony Services will be invoiced to the Customer once DIGI disposes of the information's required for doing so.

DIGI's out-of-bundle costs are setup by default to 20 € incl. VAT for subscriptions taken out after 1 August 2024. The Customer can modify or withdraw these limits at any time via My DIGI or by contacting the Customer Care by phone. If the Customer reaches the set limit, DIGI will send out an alert message.

In any case, if the Client's out-of-plan usage exceeds the threshold of 100 € incl. VAT, DIGI reserves also the right to suspend or limit the service and to require immediate payment to allow continuation of the services.



The Client will be notified by SMS or email as soon as this above-mentioned threshold is reached. Failure to make payment may result in temporary suspension of access to the services, except for emergency calls. However, DIGI cannot always follow consumption in real time, so the invoiced amount may exceed these amount. The connections can also be limited or suspended by DIGI for reasons relating to Customer solvency. If the monthly use of the mobile Service is three times greater than the average, DIGI can also limit or suspend the Service.

In the event that the Customer called upon services provided by third parties, notably via surcharged services such as 0900 numbers, the purchase or service contract is concluded directly between the Customer and the third party. DIGI acts merely as an intermediary for the invoicing and collection of the amounts due. DIGI does not assume any liability relating to the proper execution of the purchase or service contract. The Customer must therefore address any complaints to the third party that provides said service. The monthly account statements relating to these third-party services shall include, if applicable, the following mention: "Services provided by third parties VAT Circular no. E.T.109.696 (AFER no. 50/2009) of 12/11/2009" which is not regarded as an invoice for tax purposes. The Customer who wishes to have an invoice for this purchase or service must address himself directly to the third party.

The payments can be made by the Customer via bank transfers or by direct debit. The bank transfers must be made onto the bank account number communicated by DIGI and mention the references indicated by DIGI on the invoice sent to the Customer. In case of partial payment or payment without reference, DIGI reserves the right to allocate the payment to any other outstanding invoice. The amounts owed to DIGI are payable within 15 days following the sending by DIGI of any payment demand relating thereto or, if the Customer chose payment by direct debit, the day of the first presentation of any direct debit relating thereto. DIGI expressly reserves the right to impute the Customer's payments to the clearing of any debt that he might have vis-à-vis DIGI. When the Customer opts for direct debit for the payment of the Services, this direct debit will be applicable for the payment of all amounts owed to DIGI (invoices due and to fall due). However, DIGI reserves the right to demand payment by bank transfer of the first payment(s) due. In case of refusal to debit by the banking establishment, DIGI reserves the right to invoice refusal charges of 9 euros incl. VAT and to deactivate the direct debit. Unless there are instructions to the contrary, any possible reimbursement will be made by DIGI only into the account via which the Customer paid the amounts due to DIGI, provided that this account is registered in the Customer's name. If this is not the case, DIGI will ask you for the number of the bank account onto which said reimbursement should be made.

In the event of Contract termination, billing will account for the consumption made until the effective termination date. The subscription fees for the current month remain fully due and are non-refundable, even if the termination occurs before the end of this period. The effective termination date is determined as follows: for non-transferred mobile numbers, it is the date the termination request is sent by the Customer; for transferred mobile numbers, it is the date the number is ported to another operator.

### 6.3. Delay of payment

In the event of delay or default of payment, even partial, upon the due date of the invoice, DIGI can send to the Customer a maximum of 4 reminders. The first two reminders are free of charge. The third and fourth reminders will be invoiced to the Customer at 10 € each.

Any amount that is unpaid upon its due date shall - ipso jure and without formal notice - bear interest at the legal rate, with each commenced month being owed in full. The applicable legal rate is available here.

Moreover, you will owe a lump-sum compensation equal to:

20 € for an amount up to 150 €;

30 € plus 10 % of the amount between 150.01 € and 500 €;

65 € plus 5 % for amounts above 500 € (up to 2000 € maximum).



This lump-sum compensation covers the administrative cost of processing the unpaid invoices, excluding recovery costs generated by the intervention of third parties. In addition, any late payment of an invoice, or of a monthly instalment when a payment plan was concluded, will make payable - automatically and without formal notice - all amounts owed to DIGI, including those for which payment facilities were granted. If amounts remain unpaid to DIGI after at least two reminders have been sent, DIGI can entrust their recovery, before any court proceeding, to a third party. In addition to amounts owed to DIGI, the Customer must then pay the cost of the actions and interventions performed by the third party with a view to the recovery and the acquittance and/or collection fees. These actions and interventions (reminder, formal notice, research costs, acquittance and collection fees, etc.) will be recorded at the rates established by the Royal Decree of 30 November 1976 establishing the rates for actions of bailiffs in civil and commercial cases and for certain allowances.

<http://www.ejustice.just.fgov.be>

These rates are the following :

<b>EXCERPTS FROM THE 2023 RATES IN EUROS</b>		Excl. VAT	Incl. VAT
FORMAL NOTICE/REMINDER + STAMP (1) (ART.7)	Up to 124,99	18,28	22,12
FORMAL NOTICE/REMINDER + STAMP (1) (ART.7)	125,00 and more	21,62	26,16
COLLECTION FEE (ART. 8)	1% principal and interest MINIMUM	14,61	17,68
COLLECTION FEE (ART. 8)	1% principal and interest MAXIMUM	144,89	175,32

<b>COLLECTION FEE ON ACQUITTANCE (ART. 8)</b>		Excl. VAT	Incl. VAT
Up to 24,99		3,01	3,64
From 25,00	to 124,99	5,04	6,10
From 125,00	to 249,99	8,32	10,07
From 250,00	to 494,99	14,61	17,68
From 495,00	to 744,99	31,25	37,81
more than 745,00		41,40	50,09

RESEARCH FEE (art. 13.1°)	8,97	10,85
RESEARCH FEE + NATIONAL REGISTER EXCERPT	9,35	11,31

These rates are indexed annually on 1 January on the basis of the consumer price index.

In case of judicial collection of any unpaid invoice, the debtor, if he loses in court, shall also be obliged to pay all of the court costs without prejudice to any damages claim and other action, including litigation, necessary in order to protect DIGI's interests.

If, within the agreed periods, DIGI does not pay to you the amounts it owes you, you are entitled to the same late-payment penalties.

## 7. Availabilities of the Services and Maintenance

DIGI shall strive, using all available means, to guarantee access to its Services in accordance with the Contract. However, DIGI gives no guarantee, express or implicit, with regard to faultless and interruption-free functioning of the Service, nor as to the capacity of the Service to fulfil the Customer's expectations or needs. Within this framework, DIGI is bound by a best-efforts obligation.

For the proper functioning of the Services, DIGI may need to perform maintenance operations that could lead to a temporary interruption of the Services. DIGI may not be held liable within this framework. DIGI will do everything in its power to perform these maintenance operations outside of high-traffic hours.

## 8. Legal compensation in the event of continuous Service failure

For the proper functioning of the Services, DIGI may need to perform maintenance operations that could lead to a temporary interruption of the Services. DIGI may not be held liable within this framework. DIGI will do everything in its power to perform these maintenance operations outside of high-traffic hours.

In the event of a complete service interruption lasting more than 8 hours due to an uninterrupted network failure, the Customer may be entitled to legal compensation if all applicable legal conditions are met. This stipulation applies exclusively to Internet, Mobile Phone, and/or Fixed Phone Services.

The Customer may request for compensation if:

- the Customer has subscribed to an Internet and/or Fixed telephony subscription intended for Customers, in the case of an interruption within the zone corresponding to the Service installation address;

- the Customer has subscribed to a consumer Mobile subscription, in the case of an interruption within the zone corresponding to their billing address.

The Service interruption must meet the following conditions:

- lasts more than 8 consecutive hours, calculated from the time DIGI notifies the competent authority or an initial report is issued by a third party;

is total, preventing any signal transmission (excluded but not limited to: simple signal degradation or partial interruption do not qualify for compensation);

results from an uninterrupted network failure, affecting the network's arrival at the residence (excluded but not limited to: issues related to modem malfunctions, internal wiring, or terminal equipment failure);

is caused by a specific incident (excluded but not limited to: lack of network coverage or a planned discontinuation of network technology);

has a collective impact (affecting multiple Customers), except for Fixed Internet and Fixed telephony Services in cases of a material network failure;

is not due to the Customer's actions or negligence or a case of force majeure.

Compensations will apply as follows:

Internet and Fixed telephony Service interruptions due to a material failure of the fixed network are compensated automatically.

Internet and Fixed telephony Service interruptions due to an immaterial failure of the fixed network are compensated automatically, provided the Customer has reported the outage and multiple Customer are affected by the same issue.

Mobile Service interruptions are compensated automatically if the Customer has reported the outage and multiple Customers are affected.

The Customer must report the incident and/or submit compensation requests within 5 days of the outage resolution by contacting DIGI via email.

Compensation calculation will be based on the most advantageous amount for the Customer:

1 euro for the first 16 hours following the initial 8-hour interruption period. For each additional 24-hour period, compensation is increased by 1 euro, with an additional 0.5 euro for each subsequent 24-hour period.

In the case of a subscription, 1/30th of the monthly subscription fee for each 24-hour period of interruption. If the affected Service is part of a package, the monthly fee for the entire package will be taken into account.

Compensation will be issued as a credit note or discount, at DIGI's sole discretion. DIGI reserves the right to offer in-kind compensation, which the Customer may choose to accept.

No legal compensation will be due (non-exhaustive list) if:

a technical solution offered, even if temporary, is accepted by the Customer;

the delay between the initially scheduled appointment and the rescheduled appointment is due to a request by or absence of the Customer,

in case of force majeure.

## 9. Liability

### 9.1. Liability of DIGI

DIGI does not guarantee a minimum quality level for the Services. DIGI is liable only if the Customer demonstrates that DIGI committed a serious contractual fault, in the event of fraud by one of its employees or

representatives, or in case of failure to respect a principal obligation of the Contract. DIGI's liability is limited to foreseeable direct and material harm suffered by the Customer, to the exclusion of indirect or immaterial harm. DIGI is not liable for interruptions due to cases of force majeure, such as natural catastrophes, strikes, pandemics etc., or to any other event imputable to the Customer or to a third party.

DIGI's liability vis-à-vis the Customer shall be limited, per event engaging its liability, to the total amount paid by the Customer for the Services during the course of the last 24 months preceding the occurrence of the harm.

## 9.2. Liability of the Customer

The Customer alone is liable for all harm - direct or indirect, material or immaterial - caused to DIGI or to third parties during the use of the Services. The Customer undertakes to indemnify, defend and protect DIGI in case of complaint from third parties deriving from the execution of the Services by DIGI, as a result of a breach of the Contract by the Customer, notably in the event of fraud or infringement of intellectual rights.

The Customer will ensure that all of the users having access to the Services respect the present obligations and will assume full responsibility for them.

The Customer will make sure to use the network only with compatible Equipment that is in good operating condition. He will make sure not to establish, or to have established by a third party, a connection to the DIGI network nor to use hardware other than that foreseen by the Contract, notably hacker equipment making it possible to access the Service.

The Customer is liable in case of fraud relating to the Linkage, the Connection, the Installation, the Activation and/or the Equipment placed at his disposal, such as but not exclusively connection sharing. In this case, without prejudice to DIGI's right to claim damages, the Customer shall owe to DIGI a lump-sum compensation of 250 euros per breach, in order to cover the lost earnings as well as the costs of restoration and the other technical and administrative costs.

The Customer is also solely responsible for his PIN codes, passwords, and for their use.

The Customer shall take all necessary measures in order to prevent cybercrime and viruses, and regularly change his passwords while respecting the security standards recommended by SafeOnWeb:

<https://safeonweb.be/en/use-strong-passwords>

The Customer will also do everything in his power to preserve the confidentiality of his identifiers and password. In this regard, the Customer expressly waives any recourse against DIGI.

The Customer alone is responsible for harm linked to the use of his SIM or e-SIM card, even in the event of loss or theft. The Customer undertakes to immediately inform DIGI of such loss or theft. Within this framework, the Customer is bound to respect his obligations under the Contract until he has informed DIGI and requested a suspension of the Service.

## 10. Assignment, Transfer of rights and death of the Customer

The Customer can assign his rights and obligations resulting from the Contract to a third person for certain Services, subject to DIGI's prior written approval. If DIGI accepts this assignment, the new holder of the

Contract assumes all of the rights and obligations deriving from the Contract, including any payments and compensations. Moreover, the Customer and the new holder must complete and sign an assignment form available from DIGI.

DIGI has the right to freely transfer all or part of its rights and obligations deriving from the Contract to a third party of its choice, without the Customer's consent.

In case of death of the Customer, the Contract continues vis-à-vis the succession until its cancellation or its assignment to a person residing at the same address as the deceased Customer. No early termination fee will be owed if the entitled parties notify the death to DIGI by any written means, supplemented by a document proving the death.

## **11. Complaint and intervention by the mediator**

### **11.1. Complaint submitted to DIGI**

The Customer can send any complaint to DIGI either by using the contact form on the Site, or by post to the attention of the Customer Care Department at the following address:

DIGI Communications NV - Rue de l'Hôpital, 31 - 1000 Brussels.

For complaints relating to an invoice, the Customer has a period of 30 days following the debit from his bank account or from the receipt of the invoice to contest the amount. Once this deadline has passed, the invoice will be regarded by DIGI as having been definitively accepted.

The payment remains exigible on the agreed date, unless the Customer has submitted a complaint to the Mediation Service that is declared to be admissible, in accordance with article 11.2 of the present Contract. In case of suspension of the Service, the Customer has a period of 5 calendar days following the suspension to submit a complaint. Failing this, the Customer may not claim indemnification from DIGI due to said suspension.

### **11.2. Complaint submitted to the Mediation Service**

If the Customer remains dissatisfied with the way DIGI handled a complaint that he formulated, he can submit a complaint to the Telecommunications Mediation Service, which is legally established within the Belgian Institute for Postal Services and Telecommunications:

Ellipse Building, Bd. du Roi Albert II 8 box3,1000 Brussels:

Phone: 02 223 06 06 – Fax 02 219 77 88;

by coming to the offices of the Mediation Service, by appointment only, during its opening hours (9 a.m. to 5 p.m.);

by completing the forms that are available on the site: <http://www.ombudsmantelecom.be>.

The Mediation Service does not receive instructions from any other body and remains fully independent of the providers of electronic communications services. The complaint will be admissible if the Customer had first initiated a proceeding with DIGI. All complaints must be submitted by the Customer in writing in either French, Dutch, German or English.

## 12. Proof

For any request posed by the Customer to DIGI, such as to subscribe to a Service, activate an option, or change Service, DIGI records and preserves these requests in its computer system.

The Customer acknowledges that such recordings are regarded as official proof of the Customer's requests to DIGI.

## 13. Data processing

To furnish its services and execute the Contract, DIGI notably collects the following personal information: name, address, e-mail, date of birth, telephone numbers, residential address, nationality, Itsme data<sup>®</sup> etc. DIGI also records the details of the Customer's subscription and the chosen Options. In the event of change of operator, DIGI will preserve the Easy Switch number of the Customer and the telephone numbers to be transferred. To ensure payment of the Services by the Customer, DIGI also keeps the invoicing and payment data such as the Customer's bank account number or direct debit number, as well as the payment history. If the Customer creates a personal account, DIGI records its identifiers and password. For the proper execution of the Contract, DIGI also records the trace of any interaction with the Customer such as calls to the DIGI support, the visit of a technician, the sending of letters or exchanges of e-mails or electronic messages.

In addition, within the framework of the provision of its services, DIGI collects and processes multiple items of data concerning the Customer and the use that he makes of the Services. For example, DIGI collects all of the technical data relating to the Equipment and SIM card(s) provided, such as the numbers relating to the SIM cards (IMSI, ICCID), the international mobile device number (IMEI), the router number, the PIN/PUK codes, the types and identification numbers of the routers and decoders or terminal Equipment sold or offered by DIGI. DIGI also collects data relating to the connections to the Services such as the connection logs, the MAC address, the IP address or geolocation, the consumption data, the volume of consumption of the Services (fixed and mobile internet consumption volumes, call minutes, number of SMS/MMS sent and received). DIGI also collects data relating to navigation on the internet (hour/date of the internet connection, sites visited) as well as those relating to the use of telephone connections (call duration, period between the dialling of the number and the start of the call, call numbers and numbers called, missed calls, origins and destinations of the SMS/ MMS).

For more information, the Customer can consult DIGI's Privacy Notice available on the Site.

## 14. Modifications of the General Terms and Conditions or of the subscription contract

DIGI undertakes to inform the Customer one month before the entry into effect of any modification of the general terms and conditions or of the unlimited-term Contract that might have an impact on the Customer. If the Customer does not agree with these modifications, he can cancel his Contract at no expense within three months following notification of the modification. The right to cancel at no expense is not available to



the Customer if the modifications are to the Customer's advantage, if they are purely administrative, without negative impact, or imposed by law, including the price adjustments linked to the consumer price index.

## 15. Security and integrity of the network

DIGI implements technical and organisational measures in accordance with the standards of the industry in order to guarantee the security of its network and its Services. In the event of security threat or abuse of the Service, DIGI can change the Customer's login or password by informing the latter of this change. DIGI will be sure to inform the Customer personally if there is a security threat and may advise the Customer on protective measures to be taken.

If DIGI detects abuse or fraud on the part of the Customer or of a third party using its Service, DIGI can take steps against the Customer, including suspending or cancelling the Service in order to protect the network. If the breach does not cease or the Customer fails to take any measure necessary to remedy it, DIGI can - without prejudice to its right to claim damages - cancel the Contract.

If an Own Modem causes disruptions for one or more users, or fails to meet established technical and security requirements, DIGI reserves the right to suspend the Customer's services.

## 16. Remote and off-premise sales

If the Customer subscribes to a DIGI Service remotely or off the premises, he has 14 calendar days dating from the day after the day on which the Contract was concluded in order to withdraw from his subscription, without penalties or justification. Within this framework, the Customer must complete the withdrawal form available on the Site or prepare a clear written statement expressly indicating the Customer's renunciation of the Service. In case of withdrawal, the Customer must also send back any equipment received during his subscription within 14 calendar days following the notification of renunciation, at his own expense. DIGI will reimburse all of the payments made within 14 days following the Customer's notification of his withdrawal. DIGI can postpone the reimbursement until the Equipment has been returned or until proof of its sending is given by the Customer. If the Customer began to use a Service before the end of the withdrawal period, he is obliged to pay the equivalent amount proportional to his use. The Customer acknowledges that the withdrawal right does not apply for digital contents activated before the end of the withdrawal period.

## 17. Jurisdiction and Applicable Law

This Contract is governed by Belgian law. Any dispute concerning the interpretation or execution of the Contract shall fall under the exclusive jurisdiction of the courts of the judicial district of Brussels.

# Specific terms and conditions applying to the different services

## 1. Internet Service

## 1.1. Terms and conditions of use

DIGI's unlimited internet Service is solely intended for private and personal usage. The Customer benefits from an intensive use of the internet Service. Unless, if DIGI detects an abnormal use of the Service such as fraud, abusive behaviour or acts violating the rights of third persons, and notably their intellectual property rights. This measure is introduced in order to ensure an optimal experience to all Customers.

The Customer undertakes to respect all of the indications provided by DIGI concerning access to and consumption of the Internet Service, in particular with respect to volume and speed, such as described by DIGI on its page Management of the Network in order to guarantee a service quality level for all Customers. Furthermore, DIGI reserves the right to restrict, suspend, or terminate access to the Service in the event of abusive, unlawful, or abnormal use. This includes, but is not limited to:

- any activity aimed at disrupting or compromising the operation of the network (for example, DDoS attacks);
- any attempt at unauthorised access to systems or data;
- the distribution of malicious software (viruses, worms, spyware, etc.);
- the use of automated systems (bots, crawlers, etc.) that may overload the infrastructure or disrupt access for other users;
- any usage inconsistent with normal residential or professional use, such as reselling the service or hosting public servers without prior agreement.

Within this context, DIGI may implement reasonable, proportionate control mechanisms based on objective indicators related to such risks.

The announced download speeds are maximum speeds. Not all customers will attain them in practice. The actual downloading speed at the home of the Customer depends on a number of factors, such as the Customer's computer installation, network traffic, the number of customers connected, network conditions, connection type, etc.). These factors must be optimised in order to reach the maximum speed.

## 1.2. Copyrights

The programmes broadcast by DIGI are protected by copyright law. It is therefore prohibited to record, copy or fix the content of the programmes on any other support or to broadcast these programmes for purposes other than private ones. The copyright-related costs are included in the price of the DIGI subscription paid by the Customer.

This measure ensures respect of the rights of third parties.

## 1.3. Protection of computer data

As a user of DIGI's Internet Service, the Customer is fully responsible for the use, in accordance with the laws in force, including that relating to copyright. The Customer undertakes to act prudently and reasonably so as not to disrupt the functioning of the Service.

DIGI may under no circumstances be held liable for consequences linked to the use of the Service, nor for the content of the computer data transmitted or received.

The Customer acknowledges that DIGI does not examine these data and cannot be held liable for any harm or loss of data on your computer system, nor for harm caused by a third person.

## 2. Fixed and mobile telephony services

### 2.1. Directory

If the Customer would like a free registration in the local directory, he must contact DIGI and expressly demand it. The Customer alone is responsible for the accuracy of the information provided for publication. DIGI reserves the right to suspend the publication for various reasons, notably in case of inaccuracy of the information, harm to the image of the directory, violation of the rights of third parties, or lack of conformity with the legislation in force. The directories make it possible to find the Customer's telephone number from his name and address.

### 2.2. Portability

If a Customer wishes to keep his telephone number while switching operators, he authorises DIGI to take, on the Customer's behalf, all of the necessary steps with the new operator for the porting of his number.

However, the Customer must respect his commitments vis-à-vis his former operator.

DIGI will carry out the porting in accordance with the legislation in force. However DIGI may not be held liable for delays or failures that are not imputable to it or which are due to technical reasons.

If the portability could not be implemented in accordance with the legislation in effect, and subject to an express demand of the Customer, the latter may claim the following indemnities in case of delay in the porting of his number:

for simple portings: 3 euros per day of delay per ported number;

for complex portings: 5 euros per day of delay per ported number.

A delay in the execution of the number porting is determined when the number porting has not been activated within a period of 1 working day:

after the Installation date and the Activation of the line, in case of porting of geographic or non-geographic numbers, with the exception of mobile numbers;

after the date of sending of the request for validation of the porting of the number, if the Customer wishes to have his mobile number ported directly, or after the porting date agreed between the Customer and DIGI, 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 wants his mobile number to be ported directly, or after the date of the number porting agreed between the Customer and DIGI, in the case of a complex number porting of a mobile number.

The total compensation is equal to the number of days between the date referred to in the aforementioned paragraph and the date on which the number porting actually took place, multiplied by the amounts provided.

Indemnity requests must always be submitted within a period of 6 months after the porting request for a number. DIGI is administratively responsible for handling requests concerning the compensation and payment of the compensation. In case of cancellation of a telephony service subscription Contract, for whatever reason, the portability of the related number(s) may be requested during one month after the cancellation date.

## 2.3. Access to emergency services

DIGI's fixed and mobile telephony Services offer free 24/7 access to the Belgian emergency numbers and to the single European number (112). Some emergency services, such as 112, are accessible even in zones where DIGI does not have coverage. DIGI transmits the caller's location to the emergency services for quick assistance. For fixed telephony, the location is determined as a function of the address communicated by the Customer during his subscription to the Service.

## 2.4. Malicious or disturbing calls

If the Customer receives unwanted or malicious calls, he can contact DIGI, which will then take the appropriate steps. If such calls continue, the Customer also has the possibility of filing a complaint with the Telecommunications Mediation Service in accordance with article 11.2.

## 2.5. Terms and Conditions of Use of the fixed telephony service

The Customer must use the Service in accordance with the legislation and in a reasonable manner. It is prohibited to use the Service as a communication relay, on grouped lines or an ISDN line, or to connect it to a PABX. In case of inappropriate use of the Service, DIGI reserves the right to invoice excess consumption, to suspend the Service, or to cancel the Contract in accordance with article 5.5.

DIGI's unlimited fixed telephony Service is intended for a normal, personal and private usage. Usage is regarded as abnormal if it exceeds 3000 call minutes per month to fixed and mobile destinations. If this is exceeded, DIGI will invoice 0.0121€ TVAC per additional minute to fixed and mobile networks. Calls to international and special numbers shall be subject to the applicable rates as set out in DIGI's current pricelist. The calls will be invoiced per second after the first 30 seconds. DIGI may also interrupt the Service in case of excessive use.

When using an Own Modem, DIGI cannot guarantee the quality of its Fixed Telephony services.

## 2.6. Terms and Conditions of Use of the mobile telephony Service

Upon subscription to the Service, the Customer may choose between a physical SIM card or an eSIM, associated with each attributed number. If the Customer opts for a SIM card, with a PIN code and a PUK code (unblocking key), he will have to insert it into his device in order to access the Service. If the Customer chooses the eSIM, this is directly integrated into his smartphone, provided that the latter is compatible. The activation of the eSIM must be done via his personal MyDIGI space.

The physical SIM card and the eSIM are referred to without distinction simply as the "Card".

The Customer undertakes to use the Card and the Service in a normal and responsible manner, avoiding all prohibited or inappropriate usage, such as sending SPAM, using the Card in non-conforming devices, or any utilisation that disrupts the DIGI network.

Fraudulent use, resale or counterfeiting of the Card is strictly prohibited. The purchase of an abnormally high number of Cards shall be regarded as incompatible with private usage. In all of these cases, DIGI reserves the right to deactivate the Card without advance notice.

In case of loss, theft or alteration of the Card, the Customer must inform DIGI thereof in order to obtain a new Card, which will be invoiced according to [the rates in effect](#). Replacement of the eSIM or SIM requested by the Client (e.g. switch from SIM to eSIM, from eSIM to SIM) is subject to the applicable fees as set out in the above-mentioned DIGI's price List. The Customer remains responsible for the use of and payment for the Services until he requests suspension of the Card and DIGI is able to deactivate it.

DIGI's mobile Service permits connections within its network and with other telephone networks. The Customer can ask to limit or suspend these connections, except for roaming calls under coverage of an operator that is not integrated in the Camel protocol. In this case, DIGI cannot monitor consumption in real time.

In Belgium, the offers include calls, SMS and a mobile internet volume valid towards all Belgian fixed and mobile networks.

In the European Economic Area (EEA), these same services are valid towards the Belgian networks and those of the EEA.

These inclusions cannot be carried forward to the following month.

Communications to special or premium-rate numbers, as well as the services of third parties, can entail additional costs.

Communications from Belgium to countries outside the EEA, the use of mobile internet outside the EEA and connections to non-terrestrial networks are invoiced in supplement according to the [rates in effect](#).

The EEA countries are: Germany, Austria, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Gibraltar, Greece, Guadeloupe (French West Indies), French Guiana, Hungary, Aland Islands (Finland), Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Martinique (French West Indies), Mayotte, Netherlands, Poland, Portugal, Czech Republic, Réunion (La), Romania, United Kingdom, Saint Barthélemy (French West Indies), Saint Martin (French West Indies), Slovakia, Slovenia and Sweden), as well as Iceland, Liechtenstein and Norway.

When the Customer travels within the European Union with the same level of network technology as is available in Belgium, he enjoys the same mobile Services as in Belgium. Abroad, the SIM or eSIM card can automatically connect to a partner network of DIGI, but the Customer is free to manually choose a different network without additional costs, provided that DIGI has a roaming agreement with that operator. Certain Services might be unavailable or entail additional costs when travelling abroad.

The roaming data costs are limited at 60.50 € incl. VAT. When 80% of this amount has been used, the Client will be notified by SMS and this information will also be sent when the maximum above-mentioned limit has been reached. At this point, roaming internet access will be blocked and the Client will be able to reactivate the service according to the rules sent in the message notifying them that the maximum limit has been reached. If the consumption recorded in a monthly billing period exceeds the limit of 121 € incl. VAT, the Client will be notified by SMS, and the Service will be suspended, unless the Client requests (by phone or in MyDIGI) the continued provision of the Service in accordance with the rules sent in the notification message. If the Client chooses to continue using roaming internet access beyond this regulatory limit, additional notifications will be sent for every 60.50 € incl. VAT of additional roaming data consumption.

In EEA member countries, outgoing calls are billed per second starting from the 31st second and incoming calls are billed per minute. Mobile internet usage is billed in 1 KB increments.

Outside EEA member countries, both outgoing and incoming calls are billed per minute. Internet usage is billed in 1 KB increments.

DIGI declines all liability concerning the content of the communications and messages sent or received by the Customer. DIGI's unlimited mobile Service is intended for normal, personal, and private usage. Usage is

considered normal within the following limits: a maximum of 6,000 call minutes and 6,000 SMS per month, or between 200 and 500 SMS per day, not exceeding 100 SMS per hour, nor more than 30 SMS of the same length or to more than 30 different recipients per hour. Furthermore, usage is considered abnormal if the Customer exceeds a monthly imbalance of 300 SMS between sent and received messages (i.e., a clear imbalance between outgoing and incoming SMS), or sends SMS to more than 250 different recipients per month. Usage exceeding these limits will be blocked and not charged. In Belgium and in European Union, once the volume of data included in the offer is attained, the extra data consumption will be charged at 0,0006€ per MB (or 0,6€ per GB). Unused minutes, SMS and data cannot be carried forward to the following month.

*Last update: 07/07/2025*