



## Specific Terms and Conditions for the Scarlet Fixed Telephony Service

These Specific Terms and Conditions apply to the Scarlet Telephony Phone Service. They are part of the Contract between the Customer and Proximus, as defined in the General Terms and Conditions. They are complementary to the General Terms and Conditions. In case of contradiction, the Specific Terms and Conditions shall prevail over the General Terms and Conditions. It is recommended that you keep a copy of these Specific Terms and Conditions.

### 1. Specific rights and obligations of Proximus

- 1.1. Proximus offers the Customer a Fixed Telephony Service which enables him to establish a connection using a fixed telephone, within the Proximus network and with any other telephone network and vice versa. This connection can be made by means of the Internet network (hereinafter referred to as the VoIP Service»). For technical reasons, Proximus cannot guarantee that the Customer's telephone connection can be used for data communications, for example by fax, voice band modem or DTMF. The Customer acknowledges that the VoIP Service does not allow the use of carrier selection per call or carrier pre-selection, is not suitable for connecting alarm systems, dial-up modems, payment terminals, telephone exchanges (PABX) and digital telephone sets; the VoIP Service does not allow sending text message or faxes; the number is assigned according to the number zone on which the Customer's broadband connection is located and must always be used from the location of this connection; the Scarlet modem must be switched on in order to use the VoIP Service and electrical power must be available.
- 1.2. In the event that Proximus makes changes to the technical characteristics of these services that require certain terminal equipment to be replaced or modified, Proximus shall inform Customers at least 6 months in advance.

### 2. Specific rights and obligations of the Customer

- 2.1. The Customer is required to pay the price of calls which is determined by the Proximus technical equipment registration system. The duration of a call is the time between that when the called party picks up or is reached via his voicemail and that when the caller hangs up or gives the end of communication signal. Each call to a premium-rate service (0900, etc.) shall be limited to thirty minutes.
- 2.2. Where the technical equipment so permits, the Customer may make certain types of calls impossible from his telephone connection. Activation of this restriction is subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content and international premium rate numbers that are not operated in accordance with International Telephone Numbering Plan E164.
- 2.3. The Customer is required to observe the technical requirements relating to terminal equipment connected to the Proximus infrastructure.

### 3. Localisation by the emergency services

- 3.1. Proximus enables the emergency services to correctly locate the caller in the event that the physical address of the telephone line/telephone number from which the calls are made corresponds to the Customer's actual address provided by the Customer and registered with Proximus for this line/number.
- 3.2. For the VoIP Service, the Customer is prohibited from using the Service from any other address than that which the Customer has provided to Proximus and under which such Customer is registered with Proximus. Otherwise, Proximus cannot guarantee correct localization by the emergency services. The Customer shall be responsible for informing all persons using the Service of any emergency access or location limitations described above.
- 3.3. Proximus may under no circumstances be held liable if the emergency services are sent to the wrong address, or for any direct and/or indirect damage attributable to the Customer's failure to comply with one of the obligations mentioned in this section.

### 4. Call number

Specific Terms and Conditions for the Scarlet Mobile Phone Service - Scarlet is a commercial brand of Proximus PLC under Belgian Public Law, Bd. du Roi Albert II 27, B-1030 Brussels, Belgium VAT BE 0202.239.951, Brussels Register of Legal Entities, Giro BE82 2100 0008 8968 GEBABEBB, [www.scarlet.be](http://www.scarlet.be)

VERSION 01/06/2023



## Specific Terms and Conditions for the Scarlet Fixed Telephony Service

- 4.1. Proximus assigns the Customer one geographic number per line.
- 4.2. The Customer can obtain, against payment, an individual number. The procedure for assignment of the call numbers is automated.
- 4.3. The number may only be assigned if the holder of the number guarantees, both at the time of assigning the number and during the period in which the number is used, that the geographical identity of the number matches the address provided by the Customer. It is essential that this address can be clearly linked to the Customer on the basis of objective data.
- 4.4. The Customer shall retain his number until the end of the Contract, except if Proximus is required to change it in order to ensure the proper functioning of the Service. In such case, the Customer shall be notified at least six (6) months in advance.
- 4.5. If he so desires, the Customer may request that Proximus modify his call number against payment.
- 4.6. In the event of a change of call number, Proximus shall communicate, during a period of three (3) months, the new assigned call number to the callers calling the old number, unless it is a private number or in case of a request to the contrary. This communication shall be made free of charge if the Customer accepts the standard message proposed by Proximus. The Customer may replace the standard message with another message, against payment. If the technical conditions so allow, the Customer may also extend the Service beyond the three-month (3) period, against payment.

### 5. Call number display and malicious calls

- 5.1. If the technical conditions so allow, the Customer may, against payment, have the numbers of callers calling him and who have not objected to such identification displayed on his line. He must have an appropriate terminal in order to be able to read such numbers.
- 5.2. When the call is made from a telephone connection to another operator's network, the caller's number can only be displayed if the operator allows the transfer of the numbers to the Proximus network. However, the caller's name cannot be displayed.
- 5.3. If the caller has a private number, his number shall not be sent by default except if the holder has permitted this to be done on his telephone.
- 5.4. The Customer may object, free of charge, on a per-call basis or permanently, to the transfer of his number to the called party or the display of his number on the device of the called party. He may change his settings on his device at any time.
- 5.5. A Customer receiving malicious calls can ask the Ombudsman's office to identify the number from which the calls originated.

### 6. Proximus liability

For the VoIP Service, Proximus assumes no liability for the proper functioning of the data connectivity used by the Customer to access the Service. This provision implies the absence of liability of Proximus in case of non-functioning of the Service due to problems with data connectivity.

### 7. Assignment

When a Customer wishes to take over the connection and the telephone number(s) of another Customer, except for the cases of assignment described in the General Terms and Conditions, he must first complete a special form and return it duly signed to Proximus. The costs of taking over the call number(s) listed in the Price List shall be charged to the Customer. However, Proximus will only authorize the transfer of the number once all the debts relating to that number have been settled in full.

### 8. Directory and Information Services

- 8.1. In accordance with the regulations in force, Proximus shall supply the central number database ([www.centralnumberdatabase.be](http://www.centralnumberdatabase.be)) with the surname and initials or the first name of the Customer or, for a legal entity, the official name, its address and the telephone number assigned by Proximus.
- 8.2. The choice of whether or not to appear in the directories and the information services is proposed to the



### Specific Terms and Conditions for the Scarlet Fixed Telephony Service

Customer at the time of subscription to the Contract. The Customer specifies whether he wishes for his data to be included in directories and information services or whether he wishes for his number to remain secret. The Customer also specifies whether or not he wishes for his name and address to be able to be found using his telephone number. The Customer can change his choices at any time by sending an e-mail to the following address : [annuaire@proximus.com](mailto:annuaire@proximus.com).

- 8.3. The Customer shall be responsible for the accuracy of the data that he communicates to Proximus. Any change to the Customer's identification or connection particulars shall be included in the central number database as soon as possible.