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## General Terms and Conditions

### Introduction

These general terms and conditions apply to the products and the mobile services marketed and sold under the brand name and trade name "UNDO" (hereinafter, 'General Terms and Conditions').

These products and mobile services are provided by UNDO srl, with registered office at Chaussée de La Hulpe 177, Box 11, B-1170 Brussels, and company number 0788.352.652 (hereinafter, 'UNDO').

These general terms and conditions are applicable to products and services for consumers and products and services for self-employed persons and enterprises. You are bound by these General Terms and Conditions by concluding your Contract with UNDO. It is recommended that you keep a copy of these General Terms and Conditions.

Each product or service may also be subject to specific conditions including specific provisions for that product or service (hereinafter referred to as "Specific Terms and Conditions"). In case of conflict or inconsistency between the documents of the Contract, the following descending order of priority shall apply: the confirmation letter, the Specific Terms and Conditions, the General Terms and Conditions and the contractual summary. All communications prior to the Contract shall be superseded by the Contract and any amendments shall require the written consent of UNDO.

### Article 1. Definitions

- Contract: agreement between the Customer and UNDO relating to the Services, which includes all the General and Specific Terms and Conditions and any other



contractual documents between the Customer and UNDO, such as the confirmation letter, the price list, the contractual summary, etc.

- Customer: any person, whether a Consumer Customer or a Professional Customer, with whom UNDO has entered into a Contract or who asks to enter into a Contract with UNDO for using these Services.
- Consumer Customer: any natural person who uses the Services for purposes that are not part of its professional activity.
- Network: the mobile telephony network used by UNDO to provide the Customer with Services. UNDO is a mobile virtual network operator (MVNO) and uses the Radio Access Network of a mobile network operator (MNO) to provide mobile services to its Customers.
- Number transfer: the execution of the number portability at the request of the Customer in accordance with the applicable legislation.
- Price list: all prices of products and services that may be claimed from a Customer, as published on the Website.
- Professional Customer: any Customer who is not a Consumer Customer.
- Services: all products and services provided by UNDO under the Contract.
- SIM card: a chip card ('Subscriber Identity Module') made available by UNDO to the Customer which must be inserted into a mobile services device to gain access to the Network and to use the Services. This term also covers eSIM, i.e. a digital SIM Card that is embedded directly into a device.
- Invoice: the descriptive statement of the costs and fees associated with the Services provided or to be provided to the Customer and/or an Invoice that UNDO is obliged to issue to certain Customers in accordance with Belgian VAT legislation.
- Subscription: price formula whereby a Contract is concluded with the Customer for the provision of the Services on a regular basis for a fixed or indefinite period of time, to be charged to the Customer.



- Website: [www.undo.be](http://www.undo.be) and any other website operated by UNDO in relation to the Services. This term also covers the applications operated by UNDO in relation to the Services.

## Article 2. Conclusion of the Contract

- 2.1. The Customer acknowledges having read these General Terms and Conditions prior to the conclusion of the Contract and consents to their application thereto. A copy of these General Terms and Conditions may be consulted on and downloaded from the Website at any time.
- 2.2. The Customer shall apply for a Subscription to the Services using the Website. The Customer shall register correctly and in full on the Website and apply for a SIM card in accordance with the instructions provided. The Customer shall provide UNDO with the information that UNDO deems necessary for the purpose of concluding the Contract, in particular the Customer's e-mail address that will be used in the context of the contractual relationship with UNDO. The Customer shall be solely liable for the information provided to UNDO. The Customer must immediately inform UNDO in writing of any changes in the data provided.
- 2.3. Following submission of a correct and complete application, the SIM card shall then be sent to the Customer to the address provided by the Customer. Where a new number has been requested (and therefore not for a Number transfer), or where a request for a SIM card exchange (SIM swap) has been made, the Customer may be charged a one-time administration fee as indicated in the Price List. More information about this may be found on the Website.
- 2.4. UNDO undertakes to activate the SIM card within two working days. This period shall begin from the moment the Customer is in possession of the SIM card. In the event that UNDO is unable to comply with this commitment, except in cases where the delay is due to the Customer, to another operator or in cases of force majeure, Customers who would have been effectively affected by the delay and who make the express request thereto shall be entitled, per calendar day of delay, to a compensation as indicated in the Price List. The Customer shall have a period of 10 working days within which to claim the aforementioned compensation.
- 2.5. UNDO reserves the right to refuse to provide the Services, without however being liable for any compensation, for one of the following reasons:



- the Customer refuses to accept the General Terms and Conditions or any other contractually required document;
- the application for Subscription to the Services has not been properly made;
- the Customer provides a false, incorrect or incomplete identity during the identification process or fails to provide a legitimate document enabling UNDO to identify it;
- the Customer uses identity documents reported as stolen during the identification process;
- the Customer fails to comply with its obligations under the Contract with UNDO;
- where there is evidence or serious indication that the Customer uses the Services in contravention of the Contract, the legal or regulatory provisions, public order or decency, or in a way that impinges on the proper functioning or integrity of the Services.

### **Article 3. Entry into force and term of the Contract**

- 3.1.** Unless otherwise stipulated, the Contract shall enter into force on the date on which UNDO accepts the registered order from the Customer.
- 3.2.** Unless a different period should have been agreed in the Specific terms and conditions linked to the purchase of a specific service or product (e.g. contracts including a device), this Contract shall be concluded for an indefinite period. The Customer has the option of terminating the Contract pertaining to the Subscription at any time, in writing, and without provision of justification. UNDO shall make every effort to terminate the Services as soon as possible or on the date chosen by the Customer. UNDO shall send a written notification to the Customer indicating the termination date of the Contract. If the Customer has subscribed to a joint offer implying that it has received equipment, the acquisition of which was linked to the subscription to the Services, the Customer shall be liable for the remaining due amount in accordance with the amortization table listing the residual value of the equipment.
- 3.3.** The Customer shall remain liable with respect to UNDO for all amounts due to it until the termination of the Contract.
- 3.4.** The Contract shall be concluded for one SIM card (the main card) and any multiple SIM cards (multi SIM). These SIM cards are linked to a single account.

### **Article 4. Changes to the Contract and Services**



- 4.1.** UNDO reserves the right to amend the Contract and the terms and conditions of the Services (including the prices) and undertakes to inform the Customer of such in writing (for example, by e-mail, SMS or message on the Invoice) at least 1 month before the said amendments enter into force. Customers who do not accept the amendments to the Contract may terminate their Contract at no cost, at the latest 3 months after the notification, except in the event that such amendments:
- are exclusively to the benefit of the Customer;
  - are of a purely administrative nature and have no negative impact on the Customer;
  - constitute a direct application of the legislation or are a result thereof;
  - relate to a price increase linked to the consumer price index referred to in Article 4.2.
- 4.2.** UNDO may review and adjust prices of the Services once a year, based on the consumer price index (using to the formula:  $\text{new price} = \text{old price} \times (\text{current index} / \text{previous index})$ ).
- 4.3.** If UNDO decides to terminate the definitive delivery of a Services for all Customers, it shall inform the Customer at least three (3) months in advance. UNDO shall not be required to pay any compensation to the Customer.

## **Article 5. SIM Cards and telephone number**

- 5.1.** UNDO is and shall remain the owner of the SIM card, and can change the programming of the SIM card at any time. To this end, the Customer undertakes not to transfer, surrender, lease, destroy, or by any other means whatsoever permit third parties to use or damage the same in any manner whatsoever, except as has been stipulated in these General Terms and Conditions. The Customer shall take all necessary precautions to prevent the SIM card from being used incorrectly or unlawfully. Any attempt to copy the technical identification data of the SIM card and any fraudulent or illegal use of the SIM card are prohibited. The Customer undertakes not to subject the SIM card to any decompilation, analysis or retrospective technique, or to create any derivative software or to use the SIM card in any other manner than provided for in these General Terms and Conditions. The Customer shall be held liable for all damage caused to UNDO or to third parties because of the use of the SIM card, irrespective of by whom and with what device, even in case of theft or loss. Loss or theft of a SIM card shall not result in the termination of the Contract. In the event of loss or theft of the SIM card, the Customer remains liable for its use and payment until such time that Customer informs UNDO and requests the temporary suspension of the SIM card. The



Customer shall then receive a new SIM card and the Services shall be reactivated. SIM card must be installed by the Customer in the device to gain Network and Services access. Access to the SIM card is secured by a PIN code which may be used by the Customer according to the instructions in the device manual. The Customer shall be held solely liable for the correct insertion of the SIM card into the mobile services device. Should the SIM card have been blocked or damaged due to improper handling by the Customer, a new SIM card shall be provided on the written request of the Customer for which an administrative fee may be charged as indicated in the Price List. Should the SIM card suffer a malfunction due to a manufacturing defect or poor configuration, the Customer shall be provided with a new SIM card free of charge. The SIM cards may only be used in individual mobile devices. They are exclusively intended for personal use and may under no circumstance be used in the context of resale of communications or re-routing. The Customer is prohibited from sending text messages via the Network that contain or retain any commercial message or to advertise the Services, in whole or in part, directly or indirectly.

- 5.2.** Upon subscribing to the Services, the Customer shall receive a SIM card with a PIN code and a PUK (personal unlock key) code. To prevent abuse, the Customer shall be obliged to change the personal PIN code as soon as the SIM card has been received. The Customer is responsible for the strict confidentiality of this PIN code.
- 5.3.** If a SIM card has a manufacturing defect, the Customer may exchange it by contacting UNDO and the Customer shall receive a new SIM card free of charge. If the SIM card is defective due to improper handling by the Customer, it may be replaced by UNDO at the Customer's expense.
- 5.4.** SIM cards are for personal use only. Resale of SIM cards is prohibited. The purchase of an unusually large number of SIM cards shall be considered contrary to personal use. In all these cases, UNDO reserves the right to deactivate the SIM card.
- 5.5.** In the event of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or do not have stable links with Belgium, UNDO reserves the right to immediately apply any necessary measures to ensure compliance with the Contract, including suspension and/or termination, without prejudice to UNDO's right to claim damages.
- 5.6.** The Customer shall be held liable for all damage caused to UNDO or to third parties as a consequence of the use of the SIM card, irrespective of by whom and with what device, for mobile telephony, even in case of theft or loss.



- 5.7.** A unique telephone number is linked to each Customer. This telephone number is and shall remain the property of UNDO, except in case of a Number transfer. The Customer shall not be entitled to demand or retain a specific telephone number, except in case of a Number transfer. The Customer shall not be entitled to change its telephone number. In case of deactivation, the Customer shall lose the right to use of the telephone number. In the event of termination of the Contract (for whichever reason), the Customer must bear in mind that it shall not be possible to retain the mobile number attributed to it.

## **Article 6. Services, rates and plans**

- 6.1.** The Services available and the rates applicable to these Services differ based on the tariff plan selected by the Customer. The available plans and the rates charged are advertised on the Website. The Customer has consulted these prices on the Website and consents to the application thereof on its use of Services.
- 6.2.** Reasonable Use Policy. For mobile Internet, uses made in Belgium may be subject to a reasonable use policy. Uses made in any other country of the European Union may also be subject to a reasonable use policy, in compliance with European regulations. The terms of these usage policies are defined on the Website.

## **Article 7. Roaming**

- 7.1.** The Services includes the use of the Customer's SIM card on other mobile networks abroad ("roaming services" or "roaming"), in return for payment for communications outside the European Union. For communications within the European Union, excluding calls from Belgium to a foreign number, the national tariff plan shall also apply. Other charges, such as charges for calls and text messages to value-added service numbers (special numbers (0800, 0900,...), third party services, short numbers), third party services and short numbers from abroad, shall be invoiced to the Customer, even if the value-added number is advertised as being free in the country concerned for local users.
- 7.2.** Phone calls and data connections made in non-terrestrial areas (e.g. from a cruise ship or from an airplane) use satellite networks corresponding to another geographical area and are considered as being outside the European Union. The national rate does not apply to these communications and the roaming charges related to these communications will be charged to the Customer.



- 7.3.** The list of countries in which roaming is possible and the roaming rates are published on the Website and may be modified according to agreements between UNDO and foreign operators. "European Union", within the meaning of the General Terms and Conditions and except for article 7.7, means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein, Norway and any other country that UNDO chooses to include in the list of countries where the national tariff plan applies (updated list that can be consulted on the Website)
- 7.4.** Outside Belgium, it is possible, depending on the country, that the SIM card is programmed preferentially. The Customer may nevertheless manually select a network on which it wishes to make and receive its calls or access the Internet provided that UNDO has entered into a roaming Agreement with that other roaming Provider. This possibility can be exercised free of charge and at any time.
- 7.5.** UNDO shall not be able to access the Customer's request to switch to a separate roaming service provider if the SIM card is out of service or if an opt-out has been requested for the Customer's SIM card. An opt-out means that the SIM cardholder has expressly asked UNDO to ensure that the card cannot be used for the provision of alternative roaming services.
- 7.6.** The Customer undertakes to make reasonable use of the roaming services within the meaning of the applicable regulations. In the event of improper or abnormal use of roaming services established by UNDO for a consecutive period of 4 months, UNDO reserves the right to notify the Customer by any appropriate means (SMS, e-mail, postal mail, telephone, etc.). In such case, the Customer shall have 15 days in which to adjust its use and to provide evidence of presence or consumption on its territory. Otherwise, UNDO reserves the right to charge the Customer the additional costs in force in accordance with the applicable regulations, from the day after the date of notification until the Customer's consumption excludes any risk of abusive or abnormal use of roaming services, based on a subsequent observation period of 4 consecutive months.

Under the European regulation, "Abusive or abnormal use of roaming services" means:

- presence and consumption of services prevailing in the other Member States, compared with the national presence and consumption of services in Belgium or;
- prolonged inactivity of a given SIM card, associated with a very frequent or even exclusive use in roaming mode;





- activation and serial use of multiple SIM cards by a single roaming Customer.

In addition, in case of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or have no stable links with Belgium, UNDO reserves the right to immediately apply any measure necessary to ensure observance of the Contract, including the suspension and/or termination thereof, without prejudice to UNDO' right to claim damages.

- 7.7.** When roaming services are available in the European Union, the quality of service offered in that country may differ from the quality of service offered in Belgium due to various local factors related to the technologies available in the visited country such as the deployment status of the latest technology, local network coverage, available speed, latency but also other external local factors such as topography, etc. Should the Customer encounter difficulties with the quality of service offered while roaming in the European Union in relation to what is contractually agreed, the Customer can contact UNDO. Outside the European Union, reasons, other than those referred to here before, may influence the quality of roaming service. For the purposes of this article, "European Union" means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein and Norway, to the exclusion of any other country.
- 7.8.** UNDO shall not monitor the aforementioned usage behaviour of a Customer for any other reason than in connection with the misuse or abnormal use of the roaming services for calling, texting or surfing.

## **Article 8. Suspension and termination of the Contract**

- 8.1.** If after having received one or several reminder notices, the Customer persists to fail to meet its payment obligations, UNDO may restrict the provision of the Services to that of a minimum service upon notification, if the Customer has not rectified the situation within the timeframe indicated in that notification.
- In the case of mobile Services, the Customer shall then only have the possibility to call the emergency services and receive calls, with the exception of calls paid by the recipient.
- When the Services is restricted in accordance with this Article, UNDO may terminate the Contract upon notification if the Customer has not complied with its payment obligations within the timeframe indicated in the notification.
- 8.2.** UNDO has the right to unilaterally, without prior notice and without any right to compensation on the part of the Customer, to deactivate the SIM card or to suspend



or terminate the provision of Services in whole or in part, temporarily or permanently, in the following cases:

- where there is evidence or serious indication of fraudulent conduct by the Customer;
- where the Customer uses the Services in contravention of the Contract, the legal or regulatory provisions, public order or decency, or in a way that impinges on the proper functioning or integrity of the Service.
- in the event of evidence or serious indications of insolvency on the part of the Customer;
- where false, incorrect or incomplete identity has been submitted or where identification documents having been reported as stolen have been used in the course of identifying the Customer;
- where the Customer has failed to comply with these General Terms and Conditions or any other contractual obligations towards UNDO;
- where there has been an uncommon increase in average usage by the Customer according to the reasonable estimates made by UNDO;
- in response to a court order or on first request of the judicial or law-enforcement authorities;
- where the SIM card or the device with the SIM card has been stolen or lost, as notified by the Customer to UNDO in any manner whatsoever;
- in the event of disturbances, in, on or to the Network caused by the Customer;
- where UNDO is prevented from using the Network, for any reason whatsoever;
- where the Customer uses a mobile services device that creates disturbances in the network, or has not been approved pursuant to applicable standards;
- in the event of force majeure;
- in all other cases stipulated in these General Terms and Conditions.

**8.3.** These measures are without prejudice to UNDO's right to demand full payment of all outstanding amounts.

**8.4.** The restriction and/or suspension of the Services shall end when the Customer has fulfilled its obligations. Restoration of the Services shall give rise to a flat fee as listed in the UNDO Price List being invoiced. All fees shall remain due for the duration of the minimum service or the suspension of the Services.

**8.5.** In any case, UNDO may terminate the Contract of indefinite duration in writing at any time and without compensation, subject to a notice period of three (3) months.



## Article 9. UNDO's rights and obligations

- 9.1.** UNDO undertakes to use all reasonable resources to provide the Customer with the best possible access to the Network and to provide the Services as efficiently as possible. Unless expressly stated otherwise, UNDO's obligations are to be regarded as best efforts obligations. UNDO shall use all reasonable means to prevent or limit the damage suffered by the Customer. To this end, UNDO requests the understanding of the Customer. UNDO (which depends on the mobile network operator), shall make every effort to limit disruptions as much as possible and to eliminate such as quickly as possible. However, in relation to provision of the Services, the Customer acknowledges and accepts that UNDO depends on the proper functioning of the Network, of which UNDO, in its capacity as MVNO, is neither owner nor licensee. Therefore, UNDO shall not be held liable for damages resulting from losses, disruptions, defects in the quality of and/or maintenance, improvement and/or extensions works in connection with the Network, whether in whole or in part or knowingly or unknowingly.
- 9.2.** Mobile telephony is a form of wireless communication and operates through the transmission of radio signals. Since these signals may be disrupted by an external source or by obstacles inherent to buildings, vegetation or the topography, perfect transmission cannot be guaranteed everywhere and at all times. Moreover, the quality of the Services is also contingent on the quality of the mobile services device used. UNDO shall not be held liable for any transmission failure caused by the aforementioned circumstances. Since several factors can influence the estimated maximum speed, it is unlikely that the Customer shall be able to attain these values continuously and in all locations.
- 9.3.** A customer service department is available to respond to the Customer's questions, problems and complaints, to the extent possible with regard to the Services. Conversations between the Customer and the customer service department may be recorded or listened to by persons not participating in the conversations themselves with a view to training and supervising UNDO's staff or settling commercial disputes with the Customer. The Customer will be notified of this in advance.
- 9.4.** UNDO may not be held liable for damage resulting from actions taken by the Customer, such as, among others:
- the inappropriate or incorrect use of the Services by the Customer;
  - the malfunction, incorrect or unlawful use of the Customer's mobile services device or accessories of this device;
  - the use of a mobile services device without taking the necessary security measures (hacking, viruses, etc.);



- the misuse of the Customers' SIM card insofar as such misuse shall have been enacted by the Customer, among others, as a consequence of (1) the voluntary or non-voluntary disclosure of the PIN code to a third party, (2) leaving the default PIN code unchanged, (3) the use of an excessively simple personal PIN code (e.g., 1234, 1111, etc.), (4) loss or theft of the SIM card;
- errors or mistakes when activating the SIM card;
- factors due to the intervention, incorrect or otherwise, of a third party;
- damage to or loss of data.

**9.5.** UNDO reserves the right to take the necessary measures, on its own initiative and without prior notice, in the event that the security, integrity or proper functioning of its Services or the Network (or those of its subcontractors or suppliers) are or may be jeopardized or in the event of fraud or abuse without UNDO being liable for any compensation. Such measures may include the activation of protective measures or the suspension or limitation of the Customers' access to the Services. UNDO shall not be liable to the Customer for any consequences that may result from the implementation of such measures.

**9.6.** Proof of performance or non-performance of the Contract may be provided by the parties, by any means, including data and overviews from UNDO systems or systems provided by third parties. Customers and UNDO shall consider such data and overviews as authentic, unless proven otherwise.

## **Article 10. Customer's rights and obligations**

**10.1.** The use of the Services is exclusively reserved for use via a mobile phone or smartphone; any other use is prohibited.

**10.2.** The Customer may obtain access to the Services in conformity with the terms and conditions of the Contract. Nevertheless, UNDO reserves the right to introduce the payment of an advance or the furnishing of a bank guarantee as a suspensive condition to the Contract.

**10.3.** The Customer shall be solely liable with respect to UNDO and third parties for the use of the Service. The Customer shall use the Services as an ordinary, careful user exclusively for personal use, in accordance with the provisions of the Contract, the applicable legal provisions and the customs regarding public order and decency and shall take all measures to prevent improper or unlawful use of the Services. The following shall not be considered normal use (this list is non-exhaustive):

- use with the intention to redirect communications, directly or indirectly, or with a view to the resale, in any manner, of the Services to third parties without UNDO having agreed to the same in advance and in writing;
- use that disrupts the reliable and correct operation of certain features of the network. Reliable and correct use includes the communication of the calling party's identification number (unless otherwise instructed by the caller), the communication of the IMEI number of the device making the call, interception and recording of communications in accordance with the order of the relevant judicial or administrative authorities and the recording and retention of call and identification data;
- use causing saturation or abnormal loads on the Network or disrupting the proper operation of the Network;
- use in such manner that the identification or the localisation of the caller in case of an emergency call is no longer possible, or whereby the Network is overloaded, or the proper functioning of the Network is disrupted;
- usage in any manner significantly derogating in terms of frequency, distribution between various types of communication (such as telephone, data transmission, text, etc.) or connection time, from the average usage of Services amongst the various Customers;
- any use of the Service aimed at misusing the Services, such as unreasonable call time to premium numbers where this usage is intended to convert call credit into cash, vouchers, or activation or access codes;
- fraudulent use of the Services such as, in particular, the use of the Services for call center or Simbox purposes or placing the Services at the disposal of third parties.
- use not in line with that which can be expected from a Customer who enters into a mobile phone contract (e.g. using the device as baby phone, SMS Gateway or other similar devices).
- in the event of use of the Services for a connection without human intervention or for a connection between machines (M2M applications);
- any other use in conflict with the applicable General Terms and Conditions.

**10.4.** Unlimited volume rates plans are intended for normal, personal and private use of the Services within the framework of an unlimited offer. This is exclusively restricted to mobile services devices, any other use is prohibited. Such normal use does permit highly intensive use. Fraud (such as commercial use, in particular for call centre or SIM box purposes, and/or making it available to third parties), unfair use, or in general, a use that is not in accordance with the use that may be expected of a Customer having concluded a telecommunication services contract shall not be considered normal use.



In the context of unlimited offers if any, the following practices are not considered as normal or personal use (non-exhaustive list):

- when the Customer sends more than 10,000 SMS messages per month and/or 500 SMS messages per day.
- when the Customer sends SMS messages to more than 250 different recipients per month.
- when the Customer regularly makes calls for more than 6 hours per day and/or 30 hours per week.
- when the Customer uses more than 100 GB per month.

Should any of these examples be the case, UNDO maintains the right to restrict the provision of the Services or to suspend and/or terminate the Contract.

- 10.5.** UNDO may use all resources, including data and summaries originating with own systems or those of other operators of telecommunication networks by which the communication took place to provide evidence of the aforesaid prohibited usage methods. The Customer and UNDO regard these summaries and data as true and accurate until such point that the contrary be proven.
- 10.6.** Except where a transfer of the Contract is concerned, the Customer is and shall remain solely responsible for the fulfilment of its obligations under the Contract and this even where several different users have been reported. The Customer shall be held solely liable for all damages resulting from the non-performance of one of its contractual obligations.
- 10.7.** The Customer may only use the Services on a mobile services device that meets the applicable standards and is in perfect condition. The Customer shall strictly abide by the device's user manual. The Customer must replace the device personally where, for technical reasons specific thereto, the device should fail to access the Network or not be suitable for using certain Services. The use of any device for the purpose of making or receiving bulk text messages or calls, including SIM boxes or mobile phone gateways, is prohibited. The Customer accepts that calls from or to unauthorised devices shall be blocked automatically and without any prior warning and that such use shall entitle UNDO to suspend or terminate the Contract. The Customer acknowledges to have taken cognisance of the risks relating to the use of a mobile services device, in particular when driving a vehicle, when refuelling, or in the vicinity of fuel and explosives, and of the interference that use of the same may cause to medical equipment and in aircraft.
- 10.8.** The Customer is prohibited, in whole or in part, directly or indirectly, unless otherwise and exceptionally agreed by UNDO, from making the Services available to third



parties, from transferring it to third parties or from granting them use thereof for the purpose of transferring it to them, unless otherwise agreed.

- 10.9.** The Customer is liable and shall indemnify UNDO for all damage that UNDO may suffer, and for all claims by third parties that may be made against UNDO due to the careless, negligent, fraudulent, improper or unlawful conduct of the Customer when using the Services.

## Article 11. Right of withdrawal

- 11.1.** Since the Contract is concluded at a distance, the Consumer Customer has the right to inform UNDO of having relinquished the Contract, without provision of justification and without being held liable for damages. This right is solely applicable to Consumer Customer.
- 11.2.** To exercise the right of withdrawal, the Consumer Customer shall be obliged to notify UNDO thereof by means of an unequivocal statement sent by e-mail to [info@undo.be](mailto:info@undo.be) or by sending a letter to the customer service department at UNDO at the address indicated on the Website. To such end, the Customer may use the sample withdrawal form, but shall be under no obligation to do so. More information in this regard is available on the Website under 'Consumer Info.
- 11.3.** Should the Consumer Customer have requested the performance of the Services during the withdrawal period, UNDO shall charge the Consumer Customer a fee proportionate to the Services already having been provided, until UNDO has been notified of the Consumer Customer's decision to exercise its right of withdrawal.

## Article 12. Transfer of the Contract

UNDO may, upon notice to the Customer, transfer its rights and/or obligations under the Contract in whole or in part to a third party without the Customer's consent and without giving rise to any claim on the part of the Customer to damages in connection with such assignment. The Customer is provided the right of cancellation, free of charge, should this entail an amendment to the Contract within the meaning of Article 4. The Customer may only transfer the rights and/or obligations under this Contract where prior written consent thereto has been obtained from UNDO.

## Article 13. Number transfer



**13.1.** The Customer wishing to transfer a telephone number to another operator shall be required to contact the latter. Such new operator shall take the necessary steps with UNDO on behalf of the Customer, with a view to performing the transfer of the telephone number. To this end, only telephone numbers may be transferred and not the Services. Only telephone numbers not having been deactivated may be transferred. During the transfer of the telephone number, the Customer may be unreachable on the relevant telephone number for some time. UNDO shall not be held liable for any damage arising in connection with the same.

**13.2.** UNDO reserves the right to refuse the transfer:

- where the operator to whom the Customer wishes to transfer its telephone number has not followed the statutory procedure in this regard;
- in the event of proven or suspected fraud on the part of the Customer or of a third party.

**13.3.** UNDO shall abide by the legal provisions regarding the portability of telephone numbers. UNDO shall also take into account, to the extent possible, the date of transfer sought by the Customer. UNDO shall take all necessary measures to ensure that the Number transfer occurs as smoothly as possible following confirmation of the request for Number transfer by the former operator. Technical barriers may lead to a prevention of the Number transfer. Should the number fail to have been transferred on time, the Customer may be entitled to compensation. To claim such compensation, the new operator must be contacted to this end. However, UNDO may not be held liable should the Number transfer fail to occur or be delayed for certain reasons originating with the Customer or the previous operator. Among other things, UNDO may not be held liable for false, incorrect or illegible requests. The Customer can find more information on the amounts and the compensation procedure on the website of the Belgian Institute for Postal Services and Telecommunications (<https://www.bipt.be>). Compensation claims must be submitted at the latest 6 months after the request to a Number transfer.

## **Article 14. Personal data**

The processing of personal data is subject to the UNDO Privacy Policy. The Customer may consult the UNDO Privacy Policy at all times on the Website.

## **Article 15. Invoicing and payment**

**15.1.** UNDO shall provide the Customer with an Invoice every month, depending on the service or product in question. UNDO may decide to impose shorter deadlines in





case of proven or suspected fraud, or serious doubt regarding the Customer's solvency.

- 15.2.** An interim Invoice may be sent at the Customer's request against payment. UNDO may send an interim Invoice or a request for an advance on the next Invoice if the total Invoice amount exceeds by at least 125 EUR (excluding VAT) the average amount invoiced for all of the Customer's Services. The average amount is calculated over a period of four full-invoicing months. If the Services have been provided for less than four full invoicing months, an interim Invoice or a request for an advance on an invoice may be sent as soon as the total amount to be invoiced exceeds the amount of 125 EUR (excluding VAT).
- 15.3.** The Invoice shall be sent to the Customer or the paying third party designated by it in accordance with the timetable set by UNDO. More details in this regard may be found on the Website. Should the paying third party remain in default, this does not release the Customer from its payment obligation and the paying third party shall not acquire any right whatsoever to the Services. The Invoice shall be sent or shall be available at the e-mail address provided by the Customer, unless the Customer should have indicated a preference for receiving a hardcopy of the Invoice. Via the Website, the Customer may consult the details of its usage over the last 12 months. After the termination of the Contract for any reason, the Customer may still access its personal account on the Website for a period of one (1) month, for the Customer to export all the Invoices and details of usage on its own durable medium. After this one (1) month-period, the access its personal account on the Website shall be terminated and the Customer may not able to retrieve the Invoices and details of usage.
- 15.4.** Payment of the Invoice must be made within the period stated on the Invoice to the account number indicated by UNDO, stating the structured communication, unless otherwise agreed with the Customer. The various payment methods are explained on the Website. In case of partial payment or of payment without references, UNDO reserves the right to allocate the payment to any other outstanding Invoice.
- 15.5.** In the event of non-payment of the Invoice no later than on the due date itself, the Customer shall be sent a reminder of payment in writing (e.g. e-mail, text message, letter). Under certain conditions, costs associated with the reminder may be charged. The first written reminder is free. The costs for any subsequent written reminders that may be charged as indicated in the Price List. If a Consumer Customer has a claim against UNDO, the Consumer Customer shall be entitled to the same amount if UNDO remains in default to issue the refund order within 15 days of the Consumer Customer's refund request.



- 15.6.** Under certain conditions, UNDO may unilaterally decide to limit the telephony services to the minimum service or to terminate the Contract as a result of which the SIM card of the Customer is deactivated. The Customer will be informed of this in writing in advance. In the event of minimum Services, the Customer may continue to receive telephone calls and SMS messages, unless these are calls and SMS messages that the Customer has to pay to receive, and it also has access to the emergency services. However, a minimum service shall also not be guaranteed in the event of persistent default or payment arrears, i.e. where the Customer has already benefited from the minimum service in the previous 12 months or where its connection has already been suspended in the previous 12 months, in the event of fraud or in the event of excessive usage by the Customer.
- 15.7.** Late payment interest calculated at the legal rate shall be automatically due in the event of non-payment at the due date without any prior formal notice being required. When UNDO entrusts the recovery of the claim to a third party, a lump sum compensation for the costs incurred, the amount of which is given in the Price List, shall be due automatically and without formal notice. Non-payment of the Invoice within the period specified for the same shall constitute serious breach of contract.
- 15.8.** UNDO shall communicate the amount to be paid to any Customer who declares that it has not received its Invoice. If the Customer so requests, a duplicate copy of the Invoice shall be provided. Repeated requests for duplicate copies of Invoice and requests for duplicate copies of Invoice older than the Customer's last three Invoice may result in a flat-rate administrative fee being charged for each duplicate copy provided.
- 15.9.** When UNDO offers a "cash collecting" service (i.e. when it allows the Customer to pay for services provided by third parties, including premium rate numbers, such as 0900, etc., through its UNDO Invoice), the purchase or service contract shall be concluded directly between the Customer and the third party. UNDO's role shall be limited to collecting the payment in the name and on behalf of such third party. UNDO shall not assume any liability with regard to the proper performance of the purchase or service contract as such. The amount relating to such purchase or services, including VAT, shall be included separately on the UNDO Invoice in the form of a statement that shall not have the value of an invoice for tax purposes. The Customer who desires an invoice for such purchase or service must contact the third party beforehand.



- 15.10.** Complaints in regard of the Invoice must be clearly substantiated (including a statement of the disputed amount) and sent in writing to UNDO Customer Services within 30 days of the Invoice date, without prejudice to the exercise of other remedies. After this period, the Customer shall irrevocably have deemed as having consented to the invoiced amount. The obligation to pay the disputed sum shall then be suspended. The submission of a complaint does not release the Customer from its obligation to pay the uncontested part of the Invoice. Should UNDO reject the complaint, the disputed amount shall immediately fall due and must be paid by the Customer within the terms stated in the notice received by the Customer.
- 15.11.** Complaints concerning any unjustified decommissioning of the request or the unjustified charging of reminder fees must be submitted within five calendar days following the respective decommissioning or reminder. Where the complaint is admissible, the reminder fee charged shall be credited in full. Should UNDO have made an error, the result of which being the Customer's unlawful severance from services or illegitimate charge of reminder fees, UNDO shall owe a fixed compensation of as indicated in the Price List.
- 15.12.** The Customer may be charged administration fees as set out in the Price List for each rejection if the Payment Provider rejects a direct debit payment because the Customer does not have sufficient funds in its bank account. More information about this can be found on the Website. In addition, the Customer will be required to change his payment method from "Direct Debit" to "Manual Payment".

## Article 16. UNDO's liability

- 16.1.** UNDO' liability shall only be incurred in the event that the Customer is able to demonstrate that UNDO has committed a serious contractual breach, in the event of fraud or if UNDO has not fulfilled a commitment which constitutes one of the main services of the Contract.
- 16.2.** UNDO' liability shall be restricted to repairing only foreseeable, direct, personal and certain damage suffered by the Customer, excluding repairing any indirect or immaterial damage, such as shortfalls, additional expenses, loss of profits, loss of customers, loss or deterioration of data, loss of contracts, damage to third parties, etc.
- 16.3.** When the Services are used by a third party to provide a service to the Customer, the third party and not UNDO shall be liable towards the Customer. The third-party service provider may require the Customer to accept additional terms and conditions and/or pay a fee to use its service. Such additional terms and conditions



shall apply between the Customer and the third party. UNDO shall be a third party to such a contractual relationship.

- 16.4.** In addition, UNDO shall also not be held liable or responsible for (1) the content of the calls, the text messages or the data traffic of the Customer, (2) the information provided by third parties or accessible via the Services, (3) the transactions concluded by the Customer through the use of the Services.
- 16.5.** UNDO may not be held liable for damages in the event of or as a result of the suspension or termination of one or more Services in accordance with the Terms and Conditions, changes arising from Belgian Institute for Postal Services and Telecommunications (BIPT) regulations or other regulatory authorities or force majeure.
- 16.6.** UNDO's liability with respect to the Customer shall be restricted, by event incurring its liability, to the total amount paid by the Customer to UNDO under this Contract during the 6 months preceding the event causing the damage (excluding possible one-time fees).
- 16.7.** No limitation of liability shall apply in the event of personal injury or death attributable to UNDO or in any other case not authorized by law.

## **Article 17. Tariff protection and transparency**

**17.1.** The Customer shall be notified by SMS:

- as soon as it reaches the volume limits included in its tariff plan and any monthly options;
- as soon as it reaches the volume limits of any occasional options;
- as soon as it exceeds its tariff plan and any monthly options by an amount of 50 EUR (including VAT) or another limit amount that the Customer has communicated beforehand;
- as soon as the Customer reaches 80% of the financial thresholds mentioned in Articles 17.2 or 17.3 or as soon as UNDO interrupts the Internet connection in accordance with these same articles.

**17.2.** UNDO shall terminate the mobile Internet connection in Belgium as soon as the amount of the monthly Invoice for mobile internet in Belgium exceeds the tariff plan and any options by 60 EUR (including VAT).



- 17.3.** UNDO shall interrupt the mobile Internet connection outside Belgium once the monthly Invoice for mobile Internet exceeds the tariff plan and any options by 60 EUR (including VAT) outside Belgium, and a second time if this amount reaches 121 EUR (including VAT), unless the Customer has decided to remove the limit(s) in question in accordance with Article 17.4.
- 17.4.** The Customer may at any time, under its own responsibility, waive the system of transparency and tariff protection by disabling the notification messages and internet connection interruptions referred to in Articles 17.2. and 17.3. By deactivating such internet connection interruptions, the related notification messages shall not be sent.

## **Article 18. Provisions on the use of Internet access**

- 18.1.** The Customer shall be solely responsible for setting the parameters of its mobile communication device. UNDO draws the Customer's attention to the fact that the parameters defined by the manufacturers may cause the mobile communication device to automatically connect to the Internet in order to download data, but that the Customer may interrupt such connections automatically via the software on its device.
- 18.2.** The Customer is prohibited from making use of the Internet access in an abusive, fraudulent or excessive way.
- 18.3.** In case of congestion on the Network and to avoid (over) saturation, UNDO may have to slow down certain types of data flow. Please refer to the Website for more information on the procedures implemented by UNDO to avoid (over) saturation of its mobile network.

## **Article 19. Waiver**

Should one of the parties not require the strict application of one of the provisions of these General Terms and Conditions at a given time, this may not be construed as a waiver of that party's rights under these General Terms and Conditions. This party may also, at any time afterwards, require strict compliance with this provision or with the other provisions of these General Terms and Conditions.

## **Article 20. Nullity**

The nullity, impracticability or unenforceability of one clause of these General Terms and Conditions shall not affect the validity, practice or enforceability of the other provisions of



these General Terms and Conditions, except where the Contract's existence should be threatened by the absence of such unlawful provision.

## Article 21. Complaints and dispute settlement procedure

- 21.1.** In case of difficulties relating to the performance of the Contract, the Customer is invited to contact the UNDO Customer service department which can be reached via <https://undo.be/contacts>. Complaints relating to an unjustified termination of Services must be lodged within five calendar days of the termination of the Service(s).
- 21.2.** UNDO undertakes to resolve any problems of which it has been informed and that are within its power to remedy as quickly as possible. Should the Customer be dissatisfied with the response or solution proffered by UNDO, or where the Customer has been the victim of malicious calls, the Customer may contact the Ombudsperson for Telecommunications at: Boulevard du Roi Albert II/Koning Albert II-laan 8, box 3, 1000 Brussels, <https://www.ombudsmantelecom.be>. Should the Customer have a complaint about an online order, the Online Dispute Resolution Platform ([ODR](#)) may also be contacted.
- 21.3.** All disputes concerning the Contract as well as the execution or interpretation thereof that cannot be settled by UNDO or the Ombudsperson, shall be subject to the exclusive jurisdiction of the courts of Brussels as the Contract's place of origin, unless a special law should impose a different jurisdiction.
- 21.4.** The Contract shall be governed by Belgian law.

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