



General Conditions

Version 1.0 (2007-01)

- 1. DEFINITIONS**
Unless expressly stipulated otherwise, the terms and expressions mentioned hereafter will have the following meaning, irrespective of where they are used in the Agreement:
- "Agreement"**: the agreement for the delivery of the Service including these general conditions, the request for activation as acknowledged by the Customer and approved by NG Communications, the price list, and any changes thereto published on the NG Communications web site.
- "SMS"**: The Short Message Service (SMS) is a means of sending short messages to and from mobile phones.
- "MT Bulk"**: SMS messages sent to the mobile end-user, that are completely free for the recipient. The Customer pays a certain fee.
- "Service"**: the web interface control panel, including all telephony and sms services delivered by NG Communications to Customer.
- "Shortcodes"**: Also known as short numbers or Common Short Codes (CSC) - are special telephone numbers, significantly shorter than full telephone numbers, which can also be used to address SMS and MMS messages from mobile phones.
- 2. SERVICE PROVISIONING**
- 2.1 NG Communications shall deliver to Customer the Service in accordance with these terms and conditions.
- 2.2 The Customer shall provide NG Communications with any information required for the installation and supply of the Service.
- 2.3 The Service shall be deemed accepted by the Customer from the moment that the Customer's payment has been received.
- 2.4 Customer shall remain responsible to respect its contractual obligations with any third party provider of Customer Premises Equipment (CPE) and NG Communications shall not be liable for any discontinuity of Service should this CPE agreement no longer be respected.
- 3. RATES, PAYMENTS AND INVOICES**
- 3.1 The prices, the VAT and other applicable taxes shall be stipulated in the price list. Updated information about new tariffs will be published on NG Communications' website (<http://customer.ngcommunications.eu>).
- 3.2 NG Communications may increase its prices upon one (1) month's prior notice. In the latter case, the Customer shall have the right to terminate the Agreement by written or electronic notification without indemnity, at the latest by the end of the month following the first invoice with new tariffs.
- 3.3 NG Communications shall at any time be entitled to modify its terms and conditions upon one (1) month's prior notice. In such case, Customer will have the right to terminate the Agreement without indemnity, at the latest by the end of the month following the effective date of the modification.
- 3.4 All first-time subscriptions and invoices (initial payment) shall be paid before any Service will be activated. All payments are done electronically, and when a payment has been received, the Service will be activated either immediately, or within the given activation period.
- 3.5 Subsequent payments for recurring subscriptions shall be paid within thirty (30) days from the initial payment. If the Customer has not chosen to use the automatic creditation system, the Customer will receive a first notification of payment after twenty (20) days from the initial payment. A second notification will be sent 1 day before due date.
- 3.6 Five (5) days after due date and non-payment, the Customer will be contacted by a NG Communications Customer Support employee to either resolve the payment, or cancel the Service. If the Customer cannot be contacted, either by telephone, fax or postal mail, the Service will be cancelled.
- 3.7 Pre-payment is required for making telephone calls and sending MT bulk sms messages.
- 3.8 Should the Customer have complaints with regard to the accuracy of the invoiced amount, the Customer can make his/her objections known to NG Communications within thirty (30) days from the initial payment. After receipt of this objection, NG Communications will investigate the accuracy of the invoiced amount.
- 4. REFUND POLICY**
- 4.1 The Customer can request a refund within 15 days after the invoice date, only under the following situations:
- 4.1.1 No services have been used within those 15 days, and customer is not planning on using the services;
- 4.1.2 Telephone numbers (incl. Geographical, Premium and Toll-free) are excluded from any refund;
- 4.1.3 SMS Shortcodes are excluded from any refund.
- 4.1.4 Customer sends a written cancellation notification to NG Communications, either by fax or postal mail.
- 5. OBLIGATIONS OF THE CUSTOMER**
- 5.1 The Customer shall not use the Service for any illicit or immoral purposes and shall indemnify NG Communications for any costs or liability that NG Communications may incur as a result of the non-compliance by the Customer of this clause.
- 5.2 The Customer undertakes to comply with all applicable laws and regulations while making use of the NG Communications services. The Customer may not establish and maintain any form of communication of an illegal, illegitimate, incorrect, obscene or slanderous nature that disturbs public order and/or public decency and that constitutes an invasion of privacy of other customers or third parties, that violates applicable laws and regulations on racial hatred and xenophobia, as well as the unlawful and/or punishable disclosure of secret or confidential information.
- 5.3 The Customer undertakes to respect the intellectual property rights, including, but not limited to, copyrights, patent and trade mark rights, and data base rights of NG Communications, other customers and third parties.
- 5.4 The Customer undertakes to refrain from sending unsolicited messages, or in any way disrupt communication or data filing and to cause no damage to the NG Communications Services or to limit or hinder the use or capacity of these NG Communications Services for any other customer.
- 5.5 The Customer undertakes not to perform any act of information piracy or 'hacking' against the NG Communications system, not to enter data or systems by means of false keys, false codes and/or false identities or in any other illegal way, or to commit any theft of data and not to harm, damage or destroy the integrity of the information data.
- 5.6 The Customer shall follow the 'GOF guidelines for SMS Services' available from the Control Panel's Support area.
- 6. NUMBER PORTABILITY**
- 6.1 A Customer wanting to transfer its telephone number to another operator must apply for number portability with the latter. The operator will take the required steps in co-operation with NG Communications on Customer's behalf. NG Communications may refuse number portability in case:
- 6.1.1 Customer requests to transfer a telephone number to another zone;
- 6.1.2 Customer has not met all its obligations provided in the Agreement;
- 6.1.3 The operator to which the number is intended to be transferred does not comply with the regulatory procedures for number portability;
- 6.1.4 Technical reasons render it impossible for NG Communications to transfer the relevant number to the operator.
- 6.2 Porting of a telephone number shall result in the termination of this Agreement and any supplementary or optional features associated with the Service.
- 7. MISCELLANEOUS**
- 7.1 The Customer shall not be allowed to transfer the Agreement to a third party without the prior written agreement of NG Communications. NG Communications may transfer all or part of its rights and obligations in respect of the Agreement (i) to any NG Communications affiliated company, (ii) in the context of any sale or assignment of its assets or (iii) in the context of any financing, merger or restructuring of NG Communications.
- 7.2 Any change to the Agreement shall be subject to a written agreement between the parties.
- 7.3 Any notification relating to the Agreement shall be made by registered letter with acknowledgment of receipt or by fax (confirmed by post), sent to the address mentioned in the Agreement and shall be assumed to have been received within forty-eight (48) hours following its dispatch by post or by fax.
- 7.4 The Agreement shall be governed by Belgian law. The Courts of Leuven shall have exclusive jurisdiction for any dispute relating thereto.
- 7.5 Any personal information relating to the Customer contained in the request for activation or obtained in any other manner by NG Communications shall be treated as confidential by NG Communications. Such information shall only be used for accounting and customer administration purposes, except in case when NG Communications will be required by a judicial, administrative or other authority to disclose such information. Information collected shall be retained and managed by NG Communications. In accordance with the law of 8 December 1992, the Customer shall be able to obtain additional information from the Data Protection Commission and shall at any moment have access to information held by NG Communications concerning the Customer. Customer may also request to have its personal data corrected.
- 7.6 For the purposes of submitting a complaint, Customer will contact the NG Communications help desk. In case the Customer is not satisfied about the complaint handling by NG Communications, it may apply to the 'Ombudsdienst Telecommunicatie', on the following address: Barricadenplein 1, 1000 Brussels, Belgium.