



## BICS General Terms of Service in the Republic of Korea

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## 1. Definitions and Scope

### 1.1. Definitions

In this Terms of Service, the following capitalised terms used herein are in both the singular and plural form and shall have the following meanings:

**Access to Emergency Services:** refers to services that puts the End-User in touch with public emergency services, following the applicable national regulatory obligations. The data submitted to the national database is based on the personal data and traffic data provided to BICS by the End-User.

**Account:** refers to the End-User account

**Affiliate:** any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, BICS. For this definition, the word "control" shall mean having (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**Individual Subscriber Agreement:** refers to an agreement between BICS and End-User for provision of the Service.

**BICS:** refers to BICS South Korea LLC, address: (03190) 401, 23, Jong-ro 12-gil, Jongno-gu, Seoul, Business Registration No. 110114-0317758 , being an affiliate of Belgacom International Carrier Services SA (registered seat: 1030 Brussels, Boulevard Roi Albert II 27, tax number: BE 0866.977.981; website: <https://www.bics.com>), including its officers, staff and its authorized agents and partners.

**Data:** refers to any information communicated to BICS by the End-User at the time of accepting or subscribing BICS's General Terms and Conditions, such as End-User last name, first names, home address, telephone numbers, and bank details ("End-User Data"), as well as the connection data and other regulatory and technical information collected during End-User use of Service.

**TBA:** refers to the Telecommunications Business Act of the Republic of Korea.

**End-User:** means legal person who enters into this agreement with BICS and will effectively use the Number(s).

**GTS:** refers to this document which is BICS' General Terms of Service in the Republic of Korea.

**MSIT:** refers to the Ministry of Science and ICT

**MyNumbers Portal:** End-User access to BICS' Number service management portal.

**Messages:** means Company feature which allows the End-User to enable voice or SMS messages from/to mobiles and landlines according to Service.

**Messages:** means a feature that enables the End-User to initiate and receive voice calls or SMS messages to and from mobile and landline numbers, subject to the scope and limitations of the subscribed service.

**National Law:** means national law governing the Subscriber Agreement.

**Number:** refers to the telephone number, as defined in the applicable laws and regulations of the Republic of Korea, allocated by BICS to the End-User for the use of the Service.

**Number Portability:** the possibility for the End-User of publicly available telephone services, including services in a mobile electronic communication network, to keep the assigned number at his own request, regardless of the change of operator.

**Public Switched Telephone Network (PSTN):** Analog telephone network which is configured to enable telephone communications among the subscribers of such network by connecting telephone lines to switching facility.

**Service:** Provision of a Number to End-User by BICS with respect to the services provided by to End-User, as well as BICS acting as a technical enabler for traffic routing, interconnection with other operators/providers and provision of regulatory mandatory services in accordance with applicable national regulatory obligations and restrictions.

**Subscriber Agreement:** jointly means this General Terms of Service (GTS) and the Individual Subscriber Agreement.

**BICS Local Partner:** BICS designated license telecommunication service provider that provides the underlying network infrastructure.

## 1.2. Scope

This GTS specify the rights and responsibilities of BICS and the End-User regarding the provision and the use of the Service that BICS provides on its own according to the national regulations in the respective country, where the End-User requested a Number from BICS.

BICS and its Affiliates do not provide universal telecommunications services as defined by TBA and do not provide any equipment to the End-User.

## 2. Term, Suspension, and Termination

### 2.1. Term

This GTS apply on the date of entering into an Individual Subscriber Agreement (acceptance by End-User of the telecommunication services thereof by clicking on the accept button or similar buttons or links or by providing a Letter of Authorization (LOA) or in any other way that is deemed by National Law to constitute acceptance of the Subscriber Agreement), or the date of first use of the Service by the End-User, whichever occurs earlier, and will remain effective until the end of the term for the Service as defined in Article 3, unless terminated by either BICS or the End-User as set out below.

### 2.2. Suspension and Termination by BICS

Without limiting other remedies, and without being liable for the consequences thereof, BICS or its Affiliates may suspend or terminate the Subscriber Agreement in whole or in part or any Service or any part thereof automatically, with immediate effect and without recourse to the courts if:

- a. A request for such suspension or termination was made by an administrative or law enforcement agency, or local regulatory authority, or a court with lawful mandate; or
- b. BICS is of the opinion that the End-User is in breach of the Subscriber Agreement or fails to comply with any reasonable requirements of BICS in relation to the use of the Service; or

- c. BICS ceases to make the Service or any part thereof available for any reason; or
- d. BICS is unable to continue the Service due to a change in regulations affecting the Service; or
- e. The End-User has acted against the law or have been held civilly liable for any matter; or
- f. The End-User has infringed the honour, credibility, or any other just interest of the BICS or other users or third party; or
- g. The End-User has participated in fraudulent, immoral or illegal activities; or
- h. There is fraud, misuse, or unauthorized use of the Service by any person, regardless of whether the End-User has consented to or had knowledge of such fraud, misuse or unauthorized use; or
- i. The End-User has infringed the intellectual property rights' of a Company or any third party; or
- j. for other similar reasons.

BICS shall terminate the Subscriber Agreement with End-User by preventing the provision of Numbers on MyNumber Portal/API's for the End-User.

### **2.3. Termination by the End-User**

The End-User may request termination of the Subscriber Agreement with BICS at any time and for any reason, and BICS shall take immediate steps to comply with such request unless there is any unsettled liability or any legal obstruction.

In cases BICS is unable to provide the Service according to the contractual terms, the End-User has the right to terminate the Subscriber Agreement without any fees owed to BICS, except for the obligation to pay any outstanding amounts for Services provided up to the date of termination.

### **2.4. Consequences of Termination**

Upon termination of the Subscriber Agreement for any reason, all rights to use a Number shall terminate and the End-User will cease any and all use thereof.

End-User is obligated to pay any outstanding amounts for Services provided up to the date of termination.

### **2.5. Continuation of obligations**

All provisions that are intended to carry on by virtue of their context will be continued beyond the expiration or termination of this Agreement, including and without being limited to all obligations concerning the End-User representations, warranties, and indemnification obligations.

## **3. Service description and features/Numbering Resources**

### **3.1. General characteristics of the Service**

The service provided by BICS under these General Terms and Conditions enables the End-User to make outgoing and incoming calls – both domestically and internationally – through a number or numbers assigned from the national numbering plan.

BICS provides the End-User with the following additional services free of charge:

- CLI - Caller line identification.

- CLIR - Caller line identification restriction.

BICS does not offer minimum guaranteed service quality levels. The quality of services offered by BICS are as follows:

- Percentage of unsuccessful calls – up to 2%
- Number of subscriber line faults – up to 2%
- Connection establishment time – up to 5 seconds

The quality of the service is dependent on the network and infrastructure of BICS's local partner. BICS cannot be held liable for disruption arising from BICS's local partner network.

The service is provided to End-users 24 (twenty-four) hours a day, 7 (seven) days a week, except in cases of force majeure. BICS will address faults within the existing technical and operational capabilities, with a resolution timeframe of 72 hours from the moment the fault is reported or becomes known to BICS. If the fault is not resolved within the specified timeframe, the End-User will receive compensation equal to 10% of the monthly fee per impacted Number or a total of EUR 50.00). If the faults are due to BICS's local partner, BICS will make reasonable efforts to resolve the issue, however the resolution timeframe and compensation obligations do not apply.

### **3.2. Allocation of the Number**

If the End-User is eligible for a Number, BICS will allocate it to the End-User as soon as reasonably possible after the receipt of the End-User request. Numbers made available to the End-User for use, are provided without charge by BICS to the End-User.

If a Number is allocated to the End-User by BICS, on request of the End-User, the right to use that Number and the cancellation of such right will be exercised by BICS at his sole discretion.

BICS shall inform the End-User of all regulatory specifications and restrictions prior to Service activation.

### **3.2 No guarantee**

BICS will make reasonable efforts to allocate the Number and enable the End-User to be called on this number by Mobile and landlines Users. However, BICS cannot guarantee the availability or assignment of any specific Number(s), nor does it guarantee that the End-User will be able to use the service in all circumstances.

### **3.3 Refusal, change, withdrawal or reallocation of Numbers.**

Without any liability to the End-User, BICS reserves the right to refuse, withdraw, change or reallocate such Number at any time for any reason, subject to contrary directions by the relevant authority and any contrary terms contained in BICS's telecommunications licence.

BICS reserves the right to immediately withdraw the Number should the End-User violate the law, or the terms of Subscriber Agreement, or the instructions given by BICS, the requirement

accurately to verify the area of the End-User residency (see Article 4.2) or the requirements of the relevant national number plan or it is deemed necessary by BICS for the operation of Service.

In case BICS changes the Number allocated or assigned to the End-User, the End-User will be notified of the effective date of such change and a new Number. If the End-User do not want to accept the new Number, the End-User can revoke its Number with a notification to BICS according to the Terms of Use.

#### **3.4 Number Portability**

In accordance with the provisions of the applicable regulations, the End-User has the right to keep its Numbers when changing telephony operators and as such port its Number to another telephone operator by sending a request to this effect to the telephone operator of End-User choice. To port out the End-User Number, The End-User new Service Provider can initiate the port-out request.

Number Portability terms and procedure is regulated under the Terms of Use or other documents provided to End-User by BICS.

#### **3.5 No rights in Number**

The End-User will not acquire any rights in any Number allocated or assigned to the End-User. The End-User acknowledge and understand that the provision of the Service and allocation of Number hereunder does not in any way imply or constitute any transfer of intellectual property rights with regard to the Number or Service. The End-User may not transfer or collateralize the Number assigned to the End-User by BICS or someone designated by BICS to a third party without the BICS's prior written approval.

#### **3.6 Emergency service and caller location**

BICS provides free access to emergency call services in the Republic of Korea to the End-User. When calling emergency services, BICS transits the CLI (caller line identification) regardless of the settings made by the end-user.

End-users are not allowed to modify their location information without prior notice to BICS

### **4. Obligations**

#### **4.1. Payment of fees**

Exact mechanism and other matters regarding payment of fees can be found in BICS Pricelist and/or Individual Subscriber Agreement

#### **4.2. Use of the Service**

The End-User agree to use the Service in accordance with the Subscriber Agreement and applicable and relevant National Law, in particularly but not limited, regarding residency and geographical usage restrictions that may apply from time-to-time.

In the absence of any error by BICS, the End-User is solely responsible for the use of the Service, as well as for all consequences, notably financial, resulting from it. In particular, the End-User

must ensure that no one has access to the Service without its authorization and ensure the confidentiality of its Username and its Password.

In addition, the End-User guarantee that they will comply with any reasonable instructions given by BICS with regard to the use of the Numbers and that the End-User will comply with the requirements of the relevant national numbering plan. The End-User cannot use the Service to receive reverse-charge or collect calls.

#### **4.3. Data**

The End-User will be required to provide BICS in good time with any personal data or information necessary for a proper provision of the Service. In particular, the End-User agrees to provide true, accurate, complete and up to date information with regard to the End-User's place of residence and its use of the Number, and all such other information necessary in respect of the provisions of the national numbering plan as may reasonably be required from time-to-time by BICS.

Upon requesting a Number, the End-User will be required-- to self-verify that the End-User is resident in the area matching the geographical-prefix of Number the End-User select, before any Number can be allocated to the End-User. The same logic is applied, upon request for any other Number Type (Mobile, Toll-Free, ...) that would be allocated to the End-User.

Consequently, the End-User must inform BICS immediately of any change to personal data and information, notably any change to bank or address details. Otherwise, the Service will not be activated, or, in the case of changes to details not being communicated, BICS may suspend the End-User access to the Service in accordance with article 2.2.

#### **4.4. No Transfer and No Assignment by the End-User**

The End-User is not authorized to neither transfer nor assign the Subscriber Agreement, or any rights hereunder the Subscriber Agreement, to any third party.

#### **4.5. Prohibition of Resale**

The End-User agree not to resell and lease the Service to any third party and shall be solely responsible for any consequence of such unauthorized commercial activity. Additionally, if BICS has suffered a loss or damage as a result of unauthorized commercial activities on the End-User's part, the End-User has the responsibility to indemnify BICS for damage, and BICS can seek compensation through legal procedures in addition to suspending the End-User Service.

#### **4.6. Lawful Purposes**

The End-User shall comply with the National Law, other applicable law and the reasonable instructions of BICS relating its use of the Service.

The End-User acknowledge and agree to use the Number and Service solely for lawful purposes so as not to breach public order and good moral standards or the rights of third parties. In this respect the End-User is prohibited, without limitation, to use its Account, Number or Service for any improper, immoral, defamatory or fraudulent purpose or for any unsolicited advertising messages or promotions nor allow others to do so, or get involved in any unwanted profane, offensive, obscene or sexual exchanges or to attempt to harm a young person in any way. The

End-User shall also not act in such a way that the operation of other lawful telecommunications services or equipment or the provision of Service will be jeopardized or impaired.

#### **4.7. Indemnity**

The End-User agree to indemnify, defend, and hold BICS and its Affiliates, officers, employees, agents or sub-contractors harmless from against any and all third-party claims, actions, proceedings and costs, including but not limited to reasonable legal fees, incurred by BICS arising out of or relating to any inaccurate or incomplete Data provided by the End-User hereunder, its violation of the instructions given by BICS, including instruction related to the requirements of the relevant national numbering plan, its violation of the Agreement, applicable law or rights of any third parties and/or the misuse of the Number or Service.

The End-User also agree to indemnify BICS for the damage inflicted by the End-User knowingly or negligently on BICS.

#### **5. Billing and Payment Policy**

The Service BICS is offering to the End-User, is agreed by the End-User by accepting the General Terms and Conditions.

Separate Price list of BICS' services in the Republic of Korea can be found as Attachment 1 of this GTS.

Exact mechanism and other matters regarding payment of fees can be found in Individual Subscriber Agreement.

#### **6. Privacy, End-User Data and Technical information**

##### **6.1. Privacy Policies**

The Data provided by the End-User when purchasing the Number Service from BICS is intended for BICS, who are responsible for its processing.

The following terms apply to the processing of the End-User Data by BICS.

BICS will only process the End-User Data in order to provide the End-User with the Service, to enhance and optimize its quality, to comply with its legal and regulatory obligations in the respective country and to inform the End-User of information relating to Service, and, if the End-User have given its express consent, inform the End-User of any commercial offers that might interest the End-User.

For these purposes, the End-User Data shall be stored, processed, and transferred to BICS subcontractors, which can only access the End-User Data in order to fulfil certain duties that are indispensable for providing the local service, in strict respect of the End-User rights in terms of personal data protection.

In case of a judicial or administrative investigations, End-User Data can be communicated to the competent authorities with respect of laws and procedure.

More information on the processing of End-User Data is available on this website:  
<https://www.bics.com/privacy-policy/>

### **6.2. Security Measures**

BICS has implemented the industry standards security measures legally required for processing and retention of Data. BICS also has implemented all technical measures and means available, with a view to preventing the loss, inappropriate use, alteration, unauthorized access, or theft of this Data. The End-User understands and acknowledges these measures cannot avert all risks.

### **6.3. Compensation**

End-User acknowledges that BICS cannot be held responsible for any damages incurred by the End-User or by anyone else as a result of any inaccuracies in Data communicated by the End-User, or due to any breach on the End-User part of instructions given by BICS, or more generally due to any breach of the Subscriber Agreement, applicable laws, or the rights of third parties.

### **6.4. Rights**

The End-User have the right to access, correct, restrict, delete and object to the processing of the End-User Data held by BICS, according to BICS' privacy policy and the Terms of Use.

BICS will respond, within a reasonable period of time, and as far as possible, to any request made by the End-User in relation to the processing of the End-User Data, and to grant the End-User the above-mentioned right, in accordance with the applicable European and National Law.

## **7. Exclusions of Warranties and Liabilities**

### **7.1. No Liability for Content**

The End-User acknowledge and understand that BICS does not control, or have any knowledge of, the content of any communication(s) received by the use of Service. The content of the communication is entirely the responsibility of the person from whom such content originated. Therefore, the End-User may be exposed to content that is offensive, illegal, harmful to minors, indecent or otherwise objectionable.

BICS shall not be liable for any type of communication received by means of Service. BICS disclaims any and all responsibility or liability in relation to the content made available through the Service or any content, product or services provided by third parties. Neither BICS nor its Affiliates, employees, agents or sub-contractors may be held liable whether in the Agreement, warranty, tort (including negligence), or any other form of liability for any claim, damage, loss (and the End-User hereby waive any and all such claims or causes of action), arising from or relating to all such content, products or services.

### **7.2. No Liability for Access to Emergency Services**

Considering that the Service is designed to allow End-User to receive and make outbound calls to the PSTN, the Service is also intended to support or carry emergency calls to any emergency services based on the National Law. End-User will provide the required Data for BICS to process the request. In case of an emergency call, the identification and location data of the End-User will be transmitted to the competent emergency service station.

Neither BICS nor its Affiliates, employees, agents or sub-contractors may be held liable whether in the Agreement, warranty, tort (including negligence), or any other form of liability for any claim, damage, loss (and the End-User hereby waive any and all such claims or causes of action), arising from or relating to the End-User inability to use the Service to contact emergency services, and the End-User failure to make additional arrangements to access emergency services in accordance with the first paragraph of the Agreement as set out above. In the event of failure, BICS will act according to the defined industry standards and SLA's.

### **7.3. No Liability for Acts by the End-User, third party and other Instances**

BICS cannot be held responsible for any service failure or damage incurred by causes attributable to the End-User, or by an error on its devices or applications, leakage of the End-User Username or User ID and Password, or the End-User false or inaccurate statement of such as providing bogus personal information, email address, etc.

BICS shall not be liable for any damages arising from information obtained during a call or while using the Service. In addition, BICS shall not be liable to compensate for the psychological damage incurred by other user while using the Service.

BICS is not obligated to intervene in any dispute between the End-User and any third party related with the Service provided by BICS and also has no obligation to indemnify for any damage incurred by such dispute.

Without limiting the generality of the above, BICS and other third-party suppliers, including without limitation any information, shall not be under any liability whatsoever (whether in tort or contract or otherwise) the End-User or to any person for any cost, expense, loss, damage or compensation arising out of or in connection with any incorrect record, omission, transmission, communications, mixing or divulging of messages or any destruction of messages, except in cases of wilful misconduct or gross negligence by BICS or other third-party suppliers.

### **7.4. No Exclusion of Liability**

Nothing in the Subscriber Agreement is intended or exclude or restrict or shall be construed as excluding or restricting the End-User's liability for:

- a. Their own fraudulent or abusive acts or omissions; or
- b. The death or personal injury caused by the negligence of the parties, their Affiliates, employees, agents or sub-contractors; or
- c. Any liability which cannot be limited or excluded by law.

## **8. Limitation of Liability**

Except as otherwise further limited herein, each party's liability under the Subscriber Agreement shall be limited to compensation of actual, direct, personal, and foreseeable damage or loss suffered by the other Party (including damage or loss caused by the employee(s) and/or the contractor(s)), and shall not include indirect, consequential, special or punitive damages including but not limited to loss of profits or income, additional expenses loss of customers, loss of or damage to data or loss of contracts, loss of time or loss of business.

Each party's liability shall be limited to KRW 8,000,000 for the total amount of damages occurring in the course of a single year, except in cases of wilful misconduct or gross negligence.

With respect to previous paragraph the End-User shall be liable without limitation for the wilfully committed fraud.

## **9. Force Majeure**

### **9.1. Force Majeure Event**

A force majeure event means any event beyond the control of BICS including, but not limited to, an act of government, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet service disruption, lightning or fire, flood, subsidence, or weather conditions of exceptional severity, and the inevitable risks that may arise from the technology and from the complexity of its implementation.

The End-User acknowledge and understand that the Service will not function in the event of a force majeure events and that BICS cannot be considered to have failed to fulfil or in breach of any of its obligations under such circumstances.

### **9.2. Consequences of Force Majeure**

In the event BICS is affected by a force majeure event, it shall notify End-User of the estimated extent and duration of its inability to perform or delay in performing its obligations, on a reasonable effort's basis. BICS, its Affiliates, employees, agents or sub-contractors shall not have any liability to the End-User whether in the Agreement, warranty, tort (including negligence), or any other form of liability for failing to perform its obligations under this Agreement to the extent that such failure is as a result of a force majeure event.

## **10. General Provisions/ Miscellaneous**

### **10.1. Amendment of the GTS**

BICS reserves the right to amend unilaterally all or part of this GTS to secure and improve the Service provided by BICS to the End-User.

BICS will inform by mail the End-User, at least 30 days before the changes come into force, under condition the End-User contact info is available and shared on MyNumbers Portal/API's. If the amendments are exclusively for the benefit of End-User, amendments will apply to existing End-Users as of the date amendments are published.

Any planned amendment to GTS will be published on [www.bics.com](http://www.bics.com) and will enter into force one month after publishing.

### **10.2. Adjustment of the Service**

BICS reserves the right to adjust the Service at any time, for example to comply with a legal or regulatory obligation, without being liable for the consequences; provided that BICS shall give prior notice of adjustment to the End-User to the extent reasonably practicable.

If the End-User does not wish to accept the adjusted Service, the End-User is entitled to terminate its Account, the Number and Service accordingly.

BICS will ensure the termination process is executed in timely matter.

#### **10.3. Partial Invalidity**

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remaining parts of this Agreement and the terms and provisions thereof shall nonetheless remain in full force and effect, unless the remaining valid provisions render the purpose of this Agreement incapable of being achieved or result in an unreasonably disadvantageous outcome for either Party.

#### **10.4. No waiver**

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that right, power or remedy. If BICS waives a breach of any provision of the Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

#### **10.5. Transfer and Assignment by BICS**

BICS is authorized to transfer or assign the Service or any rights hereunder to any Affiliate or any other third party with prior notice.

#### **10.6. Correspondence**

In all correspondence, the End-User agree to mention the End-User's last name, first name and Username or User ID so that the End-User can be identified, and the End-User request can be dealt with. Any incomplete request cannot be dealt with by BICS.

#### **10.7. Complaints and BICS' contact information**

Should the End-User have any kind of complaint, the End-User will contact BICS. BICS will open and manage with the End-User its complaint according to the Korean industry standards.

Complaints can be addressed to BICS by using any of the following means:

1. by mail: 1030 Brussels, Boulevard Roi Albert II 27
2. by phone: +3225475151
3. by e-mail: [customer.care@bics.com](mailto:customer.care@bics.com)

Complaints can be lodged against the:

1. amount charged for the provided Service within 30 days from the due date of the invoice for the provided Service,
2. quality of the provided Service within 30 days from the date the Service was provided, and
3. other cases within 15 days from the date of becoming aware of the action or omission of BICS.

Other information can be requested from BICS using the above-mentioned contact information.

#### **10.8.      Applicable law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea without giving effect to any conflict of law provisions or the End-User's actual place of residence.

#### **10.9.      Conflict resolution**

Any dispute concerning the formation, interpretation, or execution of these terms will in the first instance be subject to an amicable settlement between the Parties.

If this process fails, the End-User may file a complaint, free of charge, with the Ministry of Science and ICT of the Republic of Korea or its designated agency or organization within 30 days of receiving BICS' decision.

Any court proceedings arising out of or relating to the Agreement shall be subject to the jurisdiction of the Korean courts.

#### **10.10.     Language**

The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.