

These General Terms and Conditions govern the contract between the company Proximus public limited company of Belgian Public Law, hereafter referred to as "Proximus" and the customer, defined below as the "Customer", regarding the Home and Care service, defined below as the "Service".

The Service, which is only available to Customers of an Internet service, requires the use of a Proximus website or a mobile application. Hence, the General Terms and Conditions of the Internet Service, the General Terms and Conditions of Use of the Proximus websites, and the Specific Terms and Conditions for users of Proximus identification platforms, are all applicable and form an integral part of these General Terms and Conditions. These General Terms and Conditions are available online [www.proximus.com] or on request in Proximus points-of-sale. The Customer explicitly acknowledges having read and accepted them when he subscribed. In case of conflict between the provisions of the different terms and conditions, these General Terms and Conditions shall prevail.

1. OBJECT

These General Terms and Conditions aim to define the conditions and methods for accessing and using the Service.

The contract consists of:

2. SERVICE DESCRIPTION

2.1. The "Service" refers to the Home and Care service provided by Proximus to the Customer under the terms and conditions and limitations defined in these General Terms and Conditions.

- a. The Service offers the Customer the possibility to:
 - be kept informed about events (an open door, flooding, detection of movement, presence of smoke, etc.) that occur in the location where the Home and Care hardware is installed.
 - view certain events that occur in the location where the Home and Care hardware is installed.
- b. The Service is purely informative and is not designed to protect any property or persons.
- c. Each Service consists of different types of Home and Care hardware which the Customer purchases from Proximus and must install in order to be able to use the Service. -

The Customer can obtain the Hardware in Proximus points-of-sale or on Proximus e-commerce website (only the accessories).

2.2. The basic "Home View" service allows the Customer to:

- Access the camera images from his compatible PC and/or mobile terminal;
- Record the camera images on a secure, personal space (1 GB);
- View the recording on his PC or mobile terminal. The data saved to the personal space will be accessible for one month, as of the date of recording. After this period, or if the recording exceeds 1 GB, the data will be automatically deleted;
- Receive an SMS and/or e-mail notification on his mobile terminal or an e-mail on his PC in case of an event (e.g. detection of movement).

SMS and/or e-mail notifications will only be received if there is sufficient memory on the Customer's mobile terminal or sufficient storage capacity in his PC's mailbox. In case of saturation, an alert will not be received. The Customer is therefore advised to regularly check the memory and storage capacities of his mobile terminal or PC, and regularly delete old SMS messages and e-mails.

2.3. The "Home Control" service has the same features as the basic service, but also allows the Customer to be alerted if a door is open or smoke or movement is detected, and to be kept informed about the usage of a power outlet.

The Home Control service also has a remote-control function which allows you to activate and deactivate the Service totally or partially. Other accessories can be purchased separately, depending on the Service subscribed to and the location of the Hardware.

3. PRECONDITIONS FOR THE DELIVERY OF THE SERVICE

3.1. The Customer must meet the following minimum technical requirements:

- a. Internet VDSL2 access from Proximus;
- b. a b-box 2 (or higher) modem-router, always switched on;
- c. a PC with an operating system (PC with Windows Vista, Windows XP, Windows 2000 or Windows 7, or Mac OS or Linux);
- d. an Internet browser (Minimum Firefox xx, IE 8 or higher, Google Chrome xx).

The elements described above under c. and d. will be referred to hereafter as the "Equipment".

3.2. The Customer must take all the necessary measures to ensure that his b-box 2 (or higher) can **remain permanently switched on and connected to the Internet and Proximus mobile network and the local Wi-Fi network, depending on the Service chosen.**

4. USE OF THE SERVICE

4.1. Access to the Service

Service access is subject to the Customer's proper installation of the Hardware and the availability of the Equipment.

4.2. Access to the secure server

Proximus will provide the Customer with access to the secure Home and Care server (hereafter referred to as the "Server"), according to the following conditions of use:

- Proximus will take the necessary measures to allow access to the Server on a 24/7 basis, insofar as possible, but this cannot be guaranteed. In case of access problems, especially as a result of a problem with the Equipment, network congestion, or maintenance of the infrastructure, network or Server, Proximus undertakes to ensure that the access is restored as soon as possible; Proximus cannot be held liable for any delays, inconvenience, or damage caused due to difficulties accessing the Server.

- The Server is hosted in a secure, independent Proximus center, which meets the standards of surveillance, protection, and security required to guarantee the internal and external security and confidentiality of the content of the databases; Proximus only has an obligation as to means with regard to the securization of the Server.

- The Customer can access the Server via the Internet by logging in to the Proximus website www.Proximus.com, or via a mobile phone with the mobile Internet option by using the appropriate Android/iOS application;

Access to the Server is subject to the acceptance of these General Terms and Conditions of Home and Care by the Customer and any user provided with the identifiers.

To install the Service, the Customer is required to register via the MyProximus. He can then create his login ("Main Access").

The Customer is advised to change his password regularly.

The Customer can choose "delegates" who will receive partial access to the Service ("Delegate Access"). He remains solely responsible for the choice of persons who receive the logins to connect to the Server, and for any use thereof, notably with regard to the viewing of images transmitted by installed cameras, or the deactivation of the system. The Customer must inform Proximus if the logins are lost or risk being disclosed to unauthorized third parties. Proximus will then block the access to the Server and new logins will be provided to the Customer.

- The Server access is reserved for persons to whom the Customer has granted the logins that enable the user to connect via the "Main Access", the "Delegate Access" or by using a temporary, unique random code allowing the temporary viewing of an event (video).

Proximus and the Customers shall keep the Server logins confidential.

5. CONTRACT TERM

5.1. The subscription to the Service shall take effect as soon as it is activated by the Customer.

5.2. The subscription is concluded for an indefinite term.

6. PRICES AND PAYMENT

6.1. The amounts due to Proximus will be billed by Proximus. The subscription to the Service is subject to advance billing. Payment must be made by direct debit or bank transfer, to the account number specified by Proximus, with mention of the appropriate reference details.

6.2. If Proximus terminates the contract as a result of the Customer's failure to meet his obligations, the subscription fees for the billing period underway up until the contract's expiry date shall remain due. If these fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the Customer will have to pay them in full.

6.3. If a bill is not paid in due time, Proximus will send a reminder to the defaulting Customer by any appropriate means. Reminders incur fixed administrative charges. The expiry of the due date for payment indicated in the reminder shall serve as official notice to the Customer. Interest on arrears calculated at the legal interest rate is due per day of late payment on the total undisputed amount of the bill, in case of non-payment of the bill by the due date.

Furthermore, Proximus reserves the right to charge a fixed amount if it is compelled to contract out the collection of the debt to a third party.

6.4. In his relations with Proximus, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

7. DISPUTE OF BILLS

7.1. In case of a bill dispute, the Customer must indicate the item concerned and the disputed amount.

The obligation to pay the disputed sum will then be held in abeyance, regardless of whether the complaint was filed with Proximus or with the Telecommunications Ombudsman's Service. However, the non-disputed amount shall be paid within the due deadline.

If a complaint is rejected by Proximus, the disputed amount shall be payable immediately. Proximus will indicate the due date for the disputed amount in the letter notifying its decision.

7.2. Proximus will immediately take into consideration all complaints about bills that are submitted to it.

If it transpires that the Customer has wrongfully disputed the last two consecutive bills, or three of the last six bills, Proximus reserves the right to claim full payment of the new disputed bill.

If the new complaint proves to be unfounded, Proximus will also be authorized to bill for the analysis costs.

7.3. To be legally admissible by Proximus, complaints must be lodged within 30 days of the billing date, without prejudice to the exercise of other means of recourse.

8. PROTECTION OF PERSONAL DATA

8.1. The data and camera images generated through the Customer's use of the Services will be saved in Proximus files and stored on a secure external server to which the Customer has access, in accordance with Article 4.2. of these General Terms and Conditions. These camera images and data are exclusively processed for the delivery of the Services to the Customer. They can only be accessed by Proximus or its subcontractor where this is required to maintain or restore the Services and the Server. The camera images will be stored for up to one month and will be deleted more quickly if the storage space becomes full.

8.2. For the rest, Proximus registers data relating to its Customers in its files, such as identification data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. This data may be used for the following purposes:

- delivery and billing of the Services requested by the Customer;
- customer administration;
- dispute management;
- conducting information or promotion campaigns by post, SMS or e-mail about products and services offered by the Proximus Group;
- creating user profiles for marketing purposes based on the Customer's use of products and services of the Proximus Group and on socio-demographic data;
- the fight against fraud and any offences against Proximus, its employees, its customers, or its suppliers;
- quality control of the services;
- market studies;
- conducting information or promotion campaigns for products and services of third parties via bill inserts;
- planning and organization of telecom infrastructure.

Customer data is kept for up to 10 years after the person concerned has ceased to be a Proximus customer. Other storage periods apply for certain types of data, such as traffic data, which are kept for no more than 12 months. Customers who do not wish to receive any commercial information about the Proximus Group's products and services can inform Proximus local service via the toll-free number 0800 99 487 or via the online MyProximus.

Customer profiles and identification data may be shared with subsidiaries of the Proximus Group for marketing or advertising campaigns on products and services of the Proximus Group. Customers who oppose this can notify Proximus via the local service by calling the toll-free number 0800 99 981.

Customers who do not wish to receive any commercial information about products and services of third parties via a bill insert can inform the local service.

Data relating to Customers who have cancelled their contract with Proximus can be used by the Proximus Group to inform these Customers about products and services of the Proximus Group, unless the Customer has opposed this via the local service.

Proximus files are accessible to third parties who work in the name and on behalf of Proximus, and to agents and commercial partners who sell products and services on behalf of Proximus. However, their access will be limited to the data they need for the performance of their contract with Proximus.

Customer data may be provided to the competent authorities in cases permitted by law.

If, with the exception of the above-mentioned cases, Customer data is passed on to third parties by Proximus, the Customers concerned must receive specific information about this by any appropriate means. Moreover, they must, in the cases provided by law, be given the opportunity to oppose this.

The Customer has a right to inspect and rectify any data relating to him. To do so, the Customer must submit a request, duly dated and signed, together with a copy of his identity card, to Proximus legal department at 27 Boulevard du Roi Albert II, 1030 Brussels.

The Customer is aware that calls originating from or made to Proximus customer service may be recorded in order to serve as proof in case of a disputed commercial transaction. The Customer accepts this recording and gives his approval. Calls to or from Proximus customer service may also be listened to for quality control purposes.

9. INTELLECTUAL PROPERTY

9.1. Proximus guarantees that the Software and any other items that Proximus has made available to the Customer do not infringe the rights of third parties.

9.2. The Customer acknowledges that the Software is only delivered for the agreed use, and remains the property of Proximus or any third parties that hold the intellectual property rights to that Software. Consequently, the Customer has only one user license for the Software, valid for the duration of the protection afforded by the intellectual property rights of that Software. The Customer shall not copy the Software (except insofar as it relates to a backup copy) nor change, resell or rent the Software, whether totally or partially. He shall also comply with the specific licensing conditions communicated to him when the Software was installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific license conditions relating to that Software.

9.3. The Customer shall also respect the intellectual property rights of third parties to which he will have access through the use of the Service, and will obtain prior authorization and the necessary concessions of rights from the third parties that hold the rights to any works (text, images, videos, audio or any other protected element) that the Customer might use.

10. THE CUSTOMER'S OBLIGATIONS

10.1. The Customer shall comply with all obligations imposed by him by the legal, regulatory or administrative provisions in force when he uses the Service and which apply thereto, such as the obligation to register the use of an alarm system via the website "www.policeonweb.be" and the obligation to have an alarm system serviced on an annual basis as imposed by the Royal Decree of 25 April 2007.

10.2. Where the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data and/or the law of 21 March 2007 on the installation and use of surveillance cameras are applicable, the Customer shall be deemed "responsible for the processing" and must assume all the obligations of the party "responsible for the processing", including submitting a declaration of the camera use to the privacy commission and the police. If the camera is used to monitor employees, the obligations of Collective Labor Agreement No. 68 of 16 June 1998 on the protection of privacy of employees with regard to camera surveillance in the workplace shall apply. More information about this is available in the information leaflet that comes with the camera. Proximus aims to offer the Customer high-quality general information in the leaflet to make the Customer aware that he has legal obligations, such as being "responsible for the processing", and that he should become more informed on that subject. Proximus cannot be held liable for the content of the leaflet. The Customer can also find information about his obligations on the website of the privacy commission (<http://www.privacycommission.be/nl/bewakingscameras>).

10.4. The Customer shall use the Service for his own needs or the needs of his professional activity.

10.5. The Customer shall use the Service with due diligence and, inter alia:

- shall not use the Services to monitor dangerous equipment, and more generally, assess the Service based on the extent to which it corresponds to its expected use;
- shall not use the Service in a way that might damage, disable, obstruct, or slow down Proximus servers, or might bother other users of the Service;
- shall inform Proximus immediately if his logins are lost or risk being disclosed to unauthorized third parties;
- shall ensure that his equipment and that of the "Delegate Access" users is always functional and compatible, to allow the reception of notifications and the viewing of video sequences;
- shall remedy any disruptions to the network or Service due to connection conditions or the use of non-compliant equipment;
- shall take all appropriate measures to protect his own data and/or Software from contamination by any viruses circulating on the electronic communication networks, notably the Internet.

10.6. The Customer shall not use the Service or any data for a purpose or in a manner that is fraudulent, illegal, or generally contrary to a provision punishable in a civil or criminal way, more particularly in a manner:

- that is contrary to public policy and public decency, notably through the inclusion of elements of a pornographic, procuring, pedophile, or violent nature that may be viewed by minors (this list is not exhaustive);
- that has the character of a call to murder, an incitement to racial hatred or a denial of crimes against humanity;

- that is contrary to the legitimate interests of third parties or of Proximus, in particular by defamation or insult, or that violates another's privacy or rights related to personality, as well as the patrimonial or extra-patrimonial rights of third parties or of Proximus.

10.7. - The Customer shall hold Proximus harmless against any damage whatsoever that it may suffer, including any recourse made by a third party, in connection with the Customer's use of the Service and/or his failure to respect his obligations.

11. LIABILITY

11.1. Proximus shall use every means at its disposal to provide its Customers with access to the Service. However, Proximus does not give any guarantees, express or implicit, on the ability of the Service to meet the Customer's expectations or needs, or on the flawless or uninterrupted operation of the Service.

11.2. In general, Proximus is liable only for deception or serious misconduct on its part or on the part of one of its employees. Proximus liability shall be limited to compensation for damage suffered by the Customer that was foreseeable, direct, personal and certain. This shall not include redress for any indirect or intangible damage, such as additional expense, loss of income, loss of profits, loss of customers, loss of or damage to data, and loss of contracts.

11.3. Without prejudice to the mandatory legal provisions, in all cases where Proximus may be held liable, its liability vis-à-vis the Customer shall be limited to EUR 650,000.

11.4. Proximus does not guarantee, inter alia, that the Service:

- cannot be compromised or become the object of a circumvention of security measures;
- can prevent physical or material damage (such as through a burglary, theft or fire);
- can provide, in all cases, adequate protection or warning against damage (e.g. a burglary with or without breaking and entering, or a fire).

11.5. It is up to the Customer to check whether the configuration of his Equipment is compatible with the Service. Proximus cannot, under any circumstances, be held liable if the Service proves to be incompatible with, or does not function properly with, the Customer's Equipment.

11.6. The Customer is solely responsible for the installation, use, and maintenance of his Equipment and the hardware linked to the Service.

11.7. Proximus shall not be liable for any loss of Customer data during the installation or use of the Service.

11.8. The Customer acknowledges that he is aware of the nature of the electricity network and the fixed and mobile Internet network and, in particular, of the technical performance thereof and the potential for disruptions, slowness and inaccessibility of the Internet network. Proximus does not guarantee and cannot be held liable for the transmission time.

The Customer acknowledges having been notified that data circulating on this network is not protected against any form of intrusion; that the confidentiality of any data whatsoever transmitted over the Internet cannot be assured by Proximus; and that the Customer is solely responsible for taking the necessary measures to keep his information confidential. Furthermore, the Customer must protect the data and/or Software and/or any Software stored on the Equipment linked to the Service against any form of contamination by viruses and/or any intrusion attempt by hacking. The Customer transmits data over the Internet at his own risk.

11.9. The Customer is solely responsible for the use of the Service and shall always respect the legal, regulatory and administrative provisions in effect when he uses the Service.

Proximus cannot, under any circumstances, be held liable for any use of the Service by the Customer that is illegal or does not comply with the legislation in effect.

11.10. Proximus has no control over the videos, conversations, or any data accessible to the Customer, whether stored, exchanged or consulted by the latter or which passes via the Service, and assumes no responsibility whatsoever for its content, nature or characteristics, the Customer having sole responsibility therefor.

If Proximus is informed about any inappropriate use of the Services, the Customer may be notified thereof, and the use of the Service may be suspended, without notice if necessary.

11.11. Proximus shall not disclose or view the recorded video sequences, except to comply with legal proceedings.

12. FORCE MAJEURE

Proximus shall not be liable in the event of any delay or shortcomings in providing the Service insofar as these are attributable to facts or circumstances that are beyond its control, unforeseen and unavoidable, such as acts of war, riots, disturbances, civil unrest, actions on the part of civil or military authorities, embargoes, explosions, strikes, lock-outs or labor conflicts (including those involving its employees), floods, prolonged frost, fires, storms, any breach of contract by a supplier, or any stock shortages experienced by a Proximus supplier.

13. GUARANTEE

13.1. As regards the hardware sold by Proximus, Proximus shall, without prejudice to Articles 1641 to 1648 of the Civil Code and the Product Liability Act of 25 February 1991, only grant such guarantee as is offered by the manufacturer and subject to the limitations specified by the latter, and for no more than two years after the date of purchase.

14. TERMINATION BY THE CUSTOMER

14.1. The Customer may terminate his contract at any time in writing, subject to notice of 30 days being served. All the remaining fees until the end of the notice period will be due.

14.2. In the event of the Customer's death, the penalties for premature termination will not be due, and the notice period will not have to be served if the rightful claimants notify Proximus of the death by any written means, accompanied by a death certificate.

15. SUSPENSION AND TERMINATION BY PROXIMUS

15.1. In the event that the Customer fails to fulfill his contractual obligations, Proximus has the right to partially or fully suspend all or part of the Service(s) offered to the Customer which form part of the same bill.

Nevertheless, Proximus reserves the right to claim compensation from the Customer as stipulated in Article X.

15.2. The Service suspension will end when the Customer has complied with his obligations. When the Service is restored, the Customer will be billed the fixed activation charge set out in the Price List.

15.3. The provision of the Service may be interrupted in case of force majeure following events beyond Proximus control, for maintenance purposes, or in case of a failure. Such interruptions do not entitle the Customer to any damages and interest. Proximus shall endeavor to inform the Customer within a reasonable period of time of any disruptions that have occurred and to limit their duration as much as possible.

15.4. The subscription fees shall remain payable by the Customer throughout the period in which the Service is suspended.

15.5. The contract will end ipso jure and without notice in the event of bankruptcy, collective rescheduling of debt, or liquidation of the Customer.

15.6. Proximus may terminate or suspend the Service in case of an order or injunction issued by an administrative or judicial authority. Where this is the case, the Customer shall not be entitled to any damages and interests.

16. CONTRACT AMENDMENT

16.1. Proximus shall notify the Customers concerned, by any appropriate means, of any changes to the terms and conditions of the contract. In the event of changes to the General Terms and Conditions or to the Specific Terms and Conditions, the Customer will be notified at least one month before the changes enter into effect. With regard to rate changes, notification will be provided at least one month prior to the implementation of any increase, and at least one day prior to any reduction.

16.2. If, in case of a change to the General Terms and Conditions or the Specific Terms and Conditions, the Customer does not accept the new conditions, he may terminate his contract without charge by no later than the last day of the month that follows the entry into effect of the changes, where such changes are not favorable to the Customer. In case of an increase in rates, the Customer may terminate his contract without penalty by no later than the last day of the month following the receipt of the first bill with the rate increase. Notification of termination must be given by any written means.

17. GENERAL

17.1. In the event of a discrepancy between one or more of these documents, the following rule shall apply: the document that is the most specific to the rate plan concerned shall take precedence over any other document of a more general nature.

17.2. Should any provision of these General Terms and Conditions be declared null and void or unenforceable, this shall not affect the validity of the remaining provisions.

17.3. The provisions of this contract are governed by Belgian law. The Brussels lower courts shall have sole jurisdiction over any disputes relating to the interpretation or enforcement of this contract for which no amicable solution can be found.