

Public Wi-Fi option

Article 1 Definitions

1.1 The definitions used in these Terms and Conditions of Public Wi-Fi option are the same as those in the Specific Terms and Conditions for the internet Service and the General terms and conditions for consumers and small enterprises, of which the Terms and Conditions of Public Wi-Fi option are a supplement, unless otherwise stipulated in the Terms and Conditions of the Public Wi-Fi option.

Public Wi-Fi Community Network	The network of all Public Wi-Fi hotspots consisting of all the shared Equipment of Customers of the Internet Service.
Public Wi-Fi User	A user who gains access to the Internet via the authorized shared use of Equipment that is part of the Public Wi-Fi Community Network.

Article 2 Object

2.1. Proximus public limited company of Belgian public law, exercising its activities under the commercial name Proximus, hereafter referred to as "Proximus", shall provide the Customer, who hereby accepts, the Public Wi-Fi service specified in these terms and conditions. The Customer acknowledges that Proximus can provide, not only the part of the subscribed Service used by the Customer, but also shared services to Visitors for separate use of the Customer's Equipment and connectivity, with minimal or no impact on the Customer's Service. The Equipment shared in this way shall automatically form part of the Public Wi-Fi Community Network.

2.2. Every Customer who is willing to share his Equipment, and thereby form part of the Public Wi-Fi Community Network, shall be granted access to all active Public Wi-Fi hotspots in Belgium, and hence, shall also be able to use the Service subscribed to under the above-mentioned terms and conditions in a different location from the location in which the Service is installed, albeit without prejudice to other instructions of normal use set out in the General Terms and Conditions of Internet

2.3. If a Customer does not want to share his Equipment, he can inform Proximus of this at any time by making an opt-out call to the Proximus service number 080033800. As a result of the opt-out, the Customer shall lose his right to access the Proximus Public Wi-Fi hotspots in Belgium.

Article 3 Access to the Public Wi-Fi option

3.1 The Public Wi-Fi service is an option which the Customer can subscribe or cancel at any time, in accordance with the provisions set out in Article 3.2.

3.2 If a Customer wants using the Public Wi-Fi option, he must create a personal Public Wifi profile through MyProximus app on smartphones & tablets and/or create a Community identifier and password via MyProximus web version for personal computers. The Customer can choose to opt out of the Public Wi-Fi Community Network at any time, free of charge, by calling the toll-free number 0800/20640.

3.3 Proximus reserves the right to modify the Terms and Conditions of the Public Wi-Fi option at any time by informing the Customer in advance. In case of a modification to the Terms and Conditions of the Public Wi-Fi option, the Customer is free to cancel the Public Wi-Fi option by calling the toll-free number 0800/20640, without Proximus being liable to pay any compensation to the Customer or Visitor.

3.4 Proximus reserves the right to cancel the Public Wi-Fi option at any time, without Proximus being liable to pay any compensation to the Customer or Visitor.

3.5 The modification or cancellation of the Public Wi-Fi option shall have no impact on the Internet contract, of which the Public Wi-Fi option is only a free option for the Customer.

Article 4 Conditions of use of the Public Wi-Fi Community Network

4.1 Every Customer with safe Proximus compatible Equipment automatically shares his Equipment with the Public Wi-Fi Community Network, except in case of an opt-out in accordance with Article 3.2 of these Terms and Conditions of Proximus.

4.2 A Customer whose Equipment is part of the Public Wi-Fi Community Network shall have access to all Public Wi-Fi hotspots in Belgium.

4.3 The Customer's right to access the Public Wi-Fi Community Network is personal and cannot be transferred to third parties. The Customer is liable for any use or misuse by third-party users of the Customer's access to the Public Wi-Fi Community Network where use is made of the Customer's access rights.

4.4 The Internet traffic over the Public Wi-Fi hotspot of the Customer or any other user who uses the Customer's access rights for the Public Wi-Fi Community Network, shall be deducted from the volume of the Internet Service subscribed to by the Customer. If the volume of the Internet Service subscribed to by the Customer exceeded the maximum speed of the Customer's access to the Public Wi-Fi hotspots will be reduced by Proximus to 64 Kbps until the end of the calendar month underway.

4.5 The Customer may not, under any circumstances, claim a replacement fee or any other compensation for his participation in the Public Wi-Fi Community Network, or for the actual shared use of his Equipment and connectivity by Visitors.

4.6 Notwithstanding any exceptions explicitly set out in the Terms and Conditions of the Public Wi-Fi option, the provisions set out in the Conditions of Use and General Terms and Conditions of Internet shall remain applicable for the Internet traffic of Customers who use their Public Wi-Fi Community Network access rights.

4.7 The Internet traffic of Visitors has no or a minimal impact on the capacity of the services of the Customer who shares his Equipment. The Customer's Internet traffic shall always take precedence over that of Visitors, so that the Customer experiences little or no impact during his own use.

4.8 Each user of a Public Wi-Fi hotspot is identified by the identifier and password used to access the Public Wi-Fi Community Network. The identity of the user will be provided to the competent authorities in certain cases determined by law.

Proximus cannot guarantee any definitive identification of a user who uses equipment other than Proximus Equipment, where the third party equipment used has an external radio component or an external access point which makes the shared use possible.

4.9 Notwithstanding Article 13 of the General terms and conditions for consumers and small enterprises, the Customer is not liable for the shared use of his Equipment and connectivity by a third-party Visitor, unless this third-party obtained access to the Public Wi-Fi Community Network using the Customer's access rights.