

1. The Cloud Service (hereafter referred to as the "Service"), is a private and confidential online storage service for the customer's personal files such as photos, videos, texts, etc. (hereafter referred to as "Content"). The Service enables the customer to:

- benefit from an online storage space that is reserved for him to store and manage his Content;
- automatically or manually synchronize his Content on all connected devices;
- access his Content via the Internet from any terminal such as a computer, smartphone or tablet compatible with the Service, but also via the Proximus TV interface in case the customer is also a Proximus TV customer;
- share his Content within his family circle and, insofar as the customer has all the appropriate authorizations, share his Content with his friends.

2. The Service is made up of different options detailed in the commercial offer relating thereto (hereafter referred to as the "Offer") and is available to customers who have a contract with Proximus public limited company of Belgian public law, hereafter referred to as "Proximus", by exercising for their Internet access relating to their fixed line (hereafter referred to as the "Main Contract").

3. The Service is subject to the following documents: these Specific Terms and Conditions, the Offer and the Main Contract. The collection of these documents may also be referred to as "the Proximus Cloud Contract". In case of a contradiction between these documents, these Specific Terms and Conditions shall take precedence.

Consequently, the provisions of the Main Contract also apply to the Service, in particular with respect to the rules of use of the Content on the Internet, the sending of e-mails, billing, payment, dispute settlement, the collection and use of personal data and whenever these Specific Terms and Conditions do not provide for explicit different provisions.

The terms and conditions relating to the customer's fixed Internet access are governed by the Main Contract whose general terms and conditions are accessible on www.proximus.be/cloud and, for any mobile Internet access the customer may have, by the contract concluded between the customer and his mobile Internet access provider.

The prices applicable to the Service and to the pay-for options of the Service are specified in the Offer. These prices do not include the price of the fixed and/or mobile Internet access.

4. To be able to use the Service, the customer must download, from Proximus website, a specific application onto the terminals he wishes to use in the framework of the Service. This specific application may be the property of Proximus or of a third-party provider indicated by Proximus. The customer will also have to accept any additional specific terms and conditions on the use of this application that are communicated to him by Proximus or the third party prior to the download. The downloading, installation and use of the specific application by the customer implies that the latter accepts the aforementioned terms and conditions of use.

In some cases, it may be possible for the customer to use the Service via a simple web link, without using the specific application but the features of the Service will in that case be limited.

5. The customer's personal data other than the Content itself are governed by the provisions of the Main Contract relating to the protection of personal data.

5.1 Insofar as the Content contains personal data as defined in the European Regulation on data protection (EU Regulation 2016/679), hereinafter called 'Data Protection Legislation' the customer is acting as the "Controller" for the personal data and Proximus is acting as "processor" in the meaning of the Data Protection Legislation.

5.2 The personal data in the Content might relate to the following types of data subjects: family members, friends, contact persons of the Customer.

5.3 The personal data in the Content might include the following categories of data: photos, videos, text, identification data, contact data, billing data, other type of data in the personal files of the Customer.

5.4 With regard to these personal data the Customer will have the rights and obligations of a data controller as set out in the Data Protection Legislation for as far as it is applicable to the Customer.

5.5 Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

5.6 Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

5.7 Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of processing) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

5.8 At the reasonable request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 5.

5.9 The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Agreement. Where Proximus engages another processor under this Article 5 Proximus shall ensure that the obligations set out in this article 5 are imposed on that other processor by way of a written contract.

5.10 Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

5.11 The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.

6. The Service is reserved for personal, private and non-commercial use. Access to the Service requires identifiers which the customer undertakes to use confidentially. The customer shall inform Proximus

immediately of any non-authorized use of his identifiers of which he is aware.

Proximus and its subcontractor will make every reasonable effort to take the appropriate technical and organizational measures to protect the Content against unlawful processing. Proximus and its subcontractor do not guarantee that the Content will be protected against any form of unlawful interception or security breach. Nor can Proximus and its subcontractor be held responsible if the unlawful use of the Content is due to improper installation of the security measures on a device or in the customer's browser or if the customer has authorized third parties to access his Content.

The access to the customer's Content for employees of Proximus or of its subcontractor shall be limited to what is strictly necessary to provide the Service to the customer or pursuant to a legal obligation.

7. Proximus undertakes to use its expertise to provide a high-quality Service to the customer. However, Proximus does not give any guarantees as to the flawless or uninterrupted functioning of the Service.

In case of a malfunction of the Service, the customer must inform Proximus as soon as possible. To that end, Proximus makes a helpdesk available to the customer as per the Main Contract.

Proximus will make every reasonable effort to resolve the problem that has arisen as soon as possible.

8. Proximus draws the customer's attention to the fact that:

- the Service is not designed as a service for backing up his Content. Even if Proximus will make every reasonable effort to ensure that the customer can access and recover his Content, the customer acknowledges and accepts that Proximus does not offer any guarantee of uninterrupted or flawless service and that a failure is possible, including the loss of all or part of the customer's data. Consequently, it is the customer's sole responsibility to back up his Content at his end, on a regular basis;
- the access to the Service also depends on the functioning of the fixed and/or mobile Internet and the customer's terminal, and on the conditions relating to the customer's fixed and/or mobile Internet access.

9. The customer shall use the Service in accordance with the law and in compliance with the rights of third parties. In that context, the customer agrees not to use the Service to place unlawful content on his personal space and/or share such content with third parties and to respect any intellectual property rights of third parties who may protect certain files.

The customer guarantees to Proximus that the Content he places online is lawful and that he holds all the appropriate rights to be able to use said Content in the framework of the Service. The customer, to the exclusion of Proximus, is solely responsible for the legality of the Content he places online and for the use of the sharing possibilities that are made available to him as part of the Service. In case the Content is protected by third-party intellectual property rights, the Customer agrees not to share said Content outside his family circle and in accordance with the authorizations he has obtained from the rights-holders. The customer guarantees to Proximus that his Content does not contain viruses or other malware.

Proximus reserves the right to take all the measures it deems appropriate, in particular the immediate suspension of all or part of the Service if Proximus has valid reasons to believe that the customer is placing unlawful Content online or more generally that the customer is using the Service in an unauthorized way (for example, infringing third-party intellectual property rights), without the customer being entitled to any damages, even if it transpires in the end that the Content is not unlawful.

In addition, Proximus draws the customer's attention to the fact that any use of the Service for unlawful content and/or beyond the limits of authorization obtained by the customer for files protected by third-party rights may lead to civil and/or criminal proceedings.

10. Proximus may at any time modify certain features of the Service; for example, it may limit the download or sharing possibilities for the purpose of prevention or compliance with third-party intellectual property rights if Proximus has reasons to believe that the Service is

being used in breach of the applicable legislation on intellectual property. Proximus may, among other things, interrupt the Service:

- to maintain, repair, modify or extend the network or the appropriate platform.
- if the customer's installation is likely to jeopardize the proper functioning of the Service or the Proximus network in general.

11. Proximus may interrupt the Service:

- to maintain, repair, modify or extend the network or the appropriate platform.
- if the customer's use of the Service is likely to jeopardize the proper functioning of the Service or the Proximus network in general;
- if the customer uses the Service in an unauthorized way, notably by sharing unlawful content or breaching third-party intellectual property rights.

12. Proximus is liable solely for deception or serious misconduct on its part or on the part of one of its employees. In all other cases, Proximus liability with regard to the provision of the Service is excluded in respect of immaterial or indirect damage such as loss of profit or loss of business opportunities and loss or corruption of data, and in respect of other proven, material and personal damage sustained by the customer, is strictly limited to one of the following amounts, whichever is the greater: reimbursement of the price of the Service due for the last 12 months of use, or compensation of up to EUR 50.

13. The Contract enters into effect on the date that Proximus accepts the customer's order, for an indefinite term. The customer may terminate the Contract at any time by serving written notice.

Given that the Contract is ancillary to the Main Contract, the Contract will automatically end at the latest on the date that the Main Contract ends. When concluding the Contract, the customer must specify the option chosen for the Service from among those proposed in the Offer valid at that particular moment.

14. The customer may, at any time during the Contract term, change the option chosen for the Service. Proximus will adapt the Service to the customer's new choice as soon as possible.

If, during the Contract term, the customer chooses an option with less storage capacity, the customer must recover the Content that exceeds the new permitted capacity. For as long as this has not been done, the Content is accessible and may be downloaded but not shared, and the customer cannot put the new Content online.

15. Upon termination of the Contract, irrespective of the reason thereof, the customer can recover his Content within 30 calendar days. In the meantime, the Content is accessible and may be downloaded but not shared, and the customer cannot put the new Content online. At the end of said time limit, the customer will no longer be able to recover his Content and Proximus will destroy it except for the information it is legally obliged to preserve for the duration imposed by law.

16. Proximus may amend these terms and conditions as provided for in the Main Contract, but in that case the customer's right to terminate the Contract applies only to that Contract, which shall be deemed as an ancillary and non-substantial option to the Main Contract. Even if Proximus were to terminate the Service by providing reasonable notice, the terms and conditions of the Main Contract would remain unchanged.