

Article 1 Definitions

Broadband	The technology used to provide the Service in Belgium.
Terms of Use	Code of conduct applicable to Customers using a Proximus Internet access. See Appendix.
Customer	Natural or legal person, or a de facto association, that subscribes to the Service.
Consumer	Any natural person who uses the Service exclusively for non-professional purposes.
Professional	Any natural or legal person who uses the Service for mixed purposes.
Service	The "Online presence" service with or without a fixed line through which Proximus, a public limited company under Belgian public law, hereafter referred to as "Proximus". The service consists of the creation of a website linked to the domain name defined by the Customer, the publication of information about his company or business in the 1207/1307 listings, and in the Google search results (Google My Business).
ISP	Internet Service Provider.
Network	The telecommunications network that is used to provide the Internet Service to the Customer.
Prices	The price(s) due for the Service as set out in Proximus' List of Rates and Prices available on its Internet site.
Software	All the elements included in the Service that are protected by an intellectual property right, along with all documentation provided to the Customer.
Contract	Consists of the Terms of Use, the General Terms and Conditions, the Prices and, where applicable, the order form and confirmation letter.
MyProximus	Personalized, secure access to a range of online applications made available to the Customer via www.proximus.be .
Bill	The document referred to as a bill or any other document by which Proximus claims payment of its services or collects, for and on behalf of third parties, the amounts related to the services of these third parties.

Article 2 Object

Proximus agrees to provide the Customer, who hereby accepts, with the Service specified in the Contract. The Service shall be provided in accordance with the Terms and Conditions of the Contract.

Article 3 Service access request

- 3.1 Any person wanting to obtain the Service may submit a request to Proximus' sales channels. The Customer must register online, at a point-of-sale, or through another sales channel, and must provide the following documents and information:
- a) if the Customer is a natural person: documents attesting to the identity of the Customer and to the existence of a fixed residence or domicile in the European Union, based on official documents;
 - b) if the Customer is a legal person or a de facto association: a copy of the Articles of Association published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto;
 - c) If the person is a representative of a natural or legal person or of a de facto association: proof of his identity and the power of attorney.
- 3.2 If the Customer is not listed in the Proximus Customer database, he can only subscribe to the Service by going in person to a Proximus point-of-sale or by registering via a sales channel.
- 3.3 Proximus reserves the right to reject a Service access request in the following cases:
- a) the Customer refuses to comply with the conditions stipulated in Article 3.1 of these General Terms and Conditions;
 - b) the Customer has not complied with the obligations incumbent on him under another agreement relating to a service provided by Proximus;
 - c) in case of proven fraud or serious doubt regarding the Customer's solvency;
 - d) the Customer provides a false or erroneous identity;
 - e) the person who submits the request refuses to comply with Proximus' first request to pay the deposit or provide proof of an unconditional bank guarantee;
 - f) the Customer's computer and/or telecommunications equipment, notably the Network, make it difficult or impossible to provide the Service;

Article 4 Obligations of the Customer

- 4.1 If the Customer leaves or transfers his residence or company without terminating or transferring his Contract, he will remain liable for the payment of any amounts due to Proximus and for the use of the Service.
- 4.2 The Customer must inform Proximus immediately in writing of any changes to his identification details. The Customer is solely responsible for the information he provides to Proximus.
- 4.3 Unless expressly mandated by Proximus to do so, the Customer is prohibited from modifying the Software and web portal made available to him for the creation of his online visibility.
- 4.4 The Customer acknowledges that the Software is only delivered for the agreed use, and remains the property of third parties and Proximus, which hold the intellectual property rights to that Software. Consequently, the Customer only has a 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 modify, resell or rent out the Software, whether in full or in part, and shall also comply with the specific licensing conditions communicated to him when the Software is installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific licensing conditions relating to that Software.

- 4.5 The Customer shall use the Service only for lawful purposes, in accordance with the Contract, the Terms of Use, and the rules of good conduct ("acceptable-use policies") applicable to the networks that he will access via the Service.
- 4.6 The Customer shall bear any costs incurred by Proximus as a result of the Customer breaching any of the contractual provisions.
- 4.7 The Customer confirms that he has taken cognizance of the installation guide and knows how the Service works.
- 4.8 When subscribing to the Service, the Customer shall provide a valid Belgian mobile telephone number along with an operational e-mail address.
- 4.9 The Customer shall regularly read the e-mails of the e-mail address he has provided to Proximus. If the Customer does not reply to the messages sent by Proximus during the creation phase of its Service, Proximus reserves the right to cancel its Service subject to the payment of compensation equivalent to the "installation costs" for the work started. Said creation period corresponds to 30 calendar days starting from the moment of subscription to the Service.
- 4.10 The Customer must:
- have read and accepted the General Terms and Conditions of the 1207/1307 Service (<http://www.1207.be/algemene-voorwaarden> and <http://www.1307.be/pages/frgeneral-conditions>).
 - have read and accepted the General Terms and Conditions of the Google My Business service (<https://www.google.com/+policy/pages-services.html> and <https://www.google.be/intl/en/policies/terms/regional.html>)
 - have taken cognizance of Google's confidentiality rules.

Article 5 Prices and billing

- 5.1 The Price of the Service consists of the Service activation charge and the monthly subscription fee for the provision of the Service established in Proximus' List of Rates and Prices. With regard to the installation, the price varies depending on the type of Service chosen by the Customer.
- 5.2 Any change of Service or any transfer of the Service carried out by Proximus shall be billed based on the applicable installation rates.
- 5.3 The Customer will be billed activation charges, as set out in the List of Rates and Prices, each time he moves to a new address or takes out a subscription to another online presence service.
- 5.4 The sums payable to Proximus for the term of the Contract are billed.
If Proximus terminates the Contract because of the customer failing to comply with his obligations, the subscription fees for the started billing period at the moment that the Contract ends shall remain due. All fees already paid are non-refundable. If these fees have not yet been paid, the Customer must pay them in their entirety.
- 5.5 If a bill is not paid by the payment due date mentioned on the bill, Proximus will send a reminder to the defaulting Customer by any appropriate means.
Reminders incur a fixed administrative charge. The expiry of the payment due date indicated in the reminder will serve as official notice to the Customer. In case of non-payment of the bill by the due date, interest on arrears calculated at the legal interest rate is due on the total undisputed amount of the bill.
Proximus reserves the right, moreover, to bill a fixed amount if it is obliged to entrust the collection of the debt to a third party.
- 5.6 In his relationship with Proximus, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

Article 6 Dispute of bills

- 6.1 *In case of a bill dispute, the Customer must specify the item concerned and the disputed amount.*
- 6.2 *The obligation to pay the disputed sum will then be held in abeyance, regardless of whether the complaint was filed with Proximus' local service or with the Telecommunications Ombudsman's Service. However, the non-disputed amount must be paid within the normal deadline.*
- 6.3 *If the complaint is rejected by Proximus, the disputed amount shall be payable immediately. Proximus will indicate the payment due date for the disputed amount in the letter containing its decision.*
- 6.4 *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 demand 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.*
- 6.5 *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.*

Article 7 **Liability of Proximus and guarantee**

- 7.1 *Proximus undertakes to create the service within the time set out in the product description on condition that the Customer meets his obligations to reply in time to Proximus' messages.*
- 7.2 *Proximus undertakes to use any technical means at its disposal to provide its Customers with access to the Service and manage their online presence through a management portal.*
- 7.3 *Proximus reserves the right to change the characteristics of the website hosting service it provides to the Customer at any time during the Contract, under any circumstances, and with prior notification.*
- 7.4 *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.*
- 7.5 *Proximus provides no guarantees as to the compatibility of its Service with the software made available through the management portal.*
- 7.6 *Proximus cannot be held liable for the content of the Service. Nor can Proximus be held liable for services, or the billing therefor, when these are provided by third parties and accessible via its Service. Proximus does not guarantee and is not liable for services offered or information distributed via its Service. Proximus is not liable for any transactions between a third party and the Customer. It shall not be a party to contracts concluded between a third party and the Customer.*
- 7.7 *In general, Proximus shall be liable only in the event of criminal deception or serious misconduct (namely a breach of one of its substantial contractual obligations) 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 immaterial damage, such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data or loss of contracts.*
- 7.8 *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 50,000.*
- 7.9 *The Customer accepts that Proximus is not liable for the deletion or non-conservation of data.*
- 7.10 *Proximus undertakes to use the technical means at its disposal to provide its Customers with access to the Service. However, Proximus gives no warranty, explicit or implicit, on the ability*

of the Service to meet the expectations or needs of the Customer, or on the functioning without error or interruption of the Service.

Article 8 **Liability of the Customer**

- 8.1 The Customer shall exercise all due care when using the Service.
- 8.2 The communication by the Customer of confidential data concerning himself, or which he categorizes as such, through use of the Service shall be undertaken at his own risk and peril. The Customer shall take all the necessary measures to protect the confidential nature and integrity of his data. In accordance with the legislation in effect and this Contract, Proximus is not liable for the disclosure of confidential data stored on its Service and computer system. The Customer shall also take steps to protect his data and software against any viruses.
- 8.3 The Customer is solely responsible, in case of criminal deception or serious misconduct, for all direct, material damage to Proximus or a third party that was caused by him or by a third party using the Service. The Customer shall reimburse Proximus for any demand or claim for, or award of, damages and interest made against Proximus as a result of the conduct of or the messages allegedly transmitted over the Internet by the Customer or any third party using the Service subscribed to by the Customer or as a result of a breach of the intellectual property rights by the Customer or any third party using the Service subscribed to by the Customer.
- 8.4 The Customer shall safeguard Proximus against any actions, claims or demands of third parties invoking a breach of their rights resulting from the Customer's use of Proximus services or resulting from measures taken by Proximus to remedy such an alleged breach.

Article 9 **Maintenance**

- 9.1 Should the operating conditions so require, Proximus may unilaterally change the technical features of the Service, in which case it must inform the Customer thereof in accordance with Article 24.
- 9.2 Proximus reserves the right to interrupt or limit the Service for maintenance or upgrading purposes or in case of a disruption to the Service or other Proximus services as a result of the usage or a malfunctioning of the Service. Proximus shall ensure that such interruptions or limitations are limited to the time strictly necessary to carry out the work. Proximus shall not be liable to pay any compensation or other damages for such interruptions or limitations.
- 9.3 Proximus reserves the right to remotely access the Customer's Service to carry out maintenance, configuration or monitoring operations. Proximus' employees must provide proof of their position.

Article 10 **Faults**

Proximus makes a helpdesk available to the Customer. Proximus' helpdesk is available only for resolving problems related to the provision and support of the Service. Proximus shall make all reasonable efforts to resolve the Customer's problems. The Customer has a single point of contact to help him manage, change and delete the content of his Service.

Article 11 **Code of conduct applicable to the Customer**

Proximus may give the Customer specific instructions on using the Service for operational, quality, legal or security reasons. The Customer agrees to strictly comply with such instructions. More information about these instructions may be found in the Terms of Use appended to these General Terms and Conditions.

Article 12 **Privacy and confidentiality**

- 12.1 Proximus registers customer-related data in its files such as identification data, data on the Customer's use of Proximus' products and services, the Customer's traffic data, billing and payment data, and technical data. This data may be processed for the following purposes:
- delivery and billing of the services requested by the Customer;
 - customer administration;
 - dispute management;
 - providing information about or promoting the Proximus Group's products and services, by post, SMS or e-mail;
 - creating user profiles for marketing purposes based on the Customer's use of the Proximus Group's products and services and socio-demographic data;
 - combating fraud and offenses against Proximus, its employees, customers or suppliers;
 - quality control of the services;
 - market surveys;
 - information or promotional campaigns for products and services of third parties via bill inserts;
 - the planning and organization of the telecommunications infrastructure.

The Customer's data is stored for up to 10 years after the person concerned has ceased to be a Proximus customer. Other storage times apply to certain types of data, such as traffic data, which is only kept for 12 months.

Customers who do not wish to receive marketing information about the products and services of the Proximus Group can inform Proximus via the local service, the toll-free number 0800 99 487, or online via MyProximus.

User identification data and profiles may be shared with subsidiaries of the Proximus Group for marketing or advertising campaigns for Proximus Group products and services. Customers who do not agree to this can inform Proximus via the local service point or the customer service.

Customers who do not wish to receive commercial information about a third party's products and services via bill inserts can notify their local service.

Data relating to Customers who have terminated their contracts with Proximus may be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer has disagreed with this via the local service.

Proximus' files are made accessible to the third parties that work for Proximus and to the commercial agents and partners that sell products and services on Proximus' behalf. In any event, access by third parties is restricted to the data they need for the performance of their contractual obligations towards Proximus. The Customer data may be communicated to the competent authorities in cases provided for by law.

Except in the above-mentioned cases, if Customer-related data is transmitted to third parties by Proximus, Customers will be sent specific information about this by any appropriate means. In addition, in the circumstances provided for by law, they will have the opportunity to oppose this.

The Customer has the right to access and rectify his personal data. To that end, the Customer can submit a request, duly signed and dated, together with a copy of his identity card, to Proximus' legal department, 27 Boulevard du Roi Albert II, 1030 Brussels.

The Customer is informed that calls to or from Proximus' Customer Service may be recorded in order to serve as proof in case of a contested commercial transaction. The Customer accepts and consents to such recording.

Calls to or from Proximus' Customer Service may also be recorded for quality control purposes.

- 12.2 Proximus takes no cognizance of any data that: i) is not intended for it; ii) is transmitted by the Customer over the Internet (e.g., by electronic mail, via discussion forums or websites with limited access), or iii) derives directly from the use of the Internet by the Customer, except in the following cases:
- if it is necessary to take cognizance of this data to ensure the proper functioning of the Service;
 - if Proximus has reasons to believe that this data relates to illegal or unauthorized activities, or if a third party estimates that this data infringes one of its rights.
- 12.3 The Customer undertakes to preserve the secret and confidential nature of his password and access code and to not communicate them to third parties. The Customer is fully and solely responsible for the use of these identification elements. In case any of these elements is lost, stolen or used fraudulently, the Customer must either change his password using the tools provided by Proximus, or notify Proximus as soon as possible. Such notification must be confirmed by registered letter. The Customer's liability shall cease only as from the day after the date on which Proximus receives the registered letter.
- 12.4 Telephone calls between the Customer and Proximus' Customer Service department may be recorded or listened to by Proximus staff or consultants who do not participate in these calls, for the purpose of training and supervising Proximus employees. The Customer may oppose the recording or monitoring of each such telephone conversation.
- 12.5 Proximus wishes to draw the Customer's attention to the fact that the law on electronic commerce requires each ISP to communicate to the legal authorities any complaints it receives in relation to its Customers.

Article 13 Force majeure

Proximus shall not be liable in the event of any delays or shortcomings in providing its services insofar as these are attributable to facts or circumstances that are beyond its control, unforeseen and unavoidable (force majeure), 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), power cuts (including ones resulting from the application of a load-shedding plan laid down by the authorities), floods, prolonged frost, fires, storms, any breach of contract by a supplier, or any stock shortages experienced by Proximus suppliers.

Article 14 Transfer of the Contract

- 14.1 The Customer may only transfer the Contract to a person domiciled or residing at the same address. The transferor and transferee must conclude a transfer agreement and notify Proximus by submitting a document that they have both signed.

- 14.2 If the Customer is prevented by a court ruling from obtaining access to and/or residence at the address where the Service is located, he shall grant Proximus the right, at the request of the person who legally occupies the premises of the connection, to automatically transfer the Contract to that person.
- 14.3 In the event of the Customer's death, the Contract will continue to form part of the estate until it is terminated or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.
- 14.4 The transfer is free of charge and includes the ceding to the transferee of all rights and obligations deriving from the Contract.

Article 15 Contract Term

- 15.1 Unless otherwise agreed, the Contract is concluded for a 24-month term, which, on expiry, is automatically converted into an indefinite term, and takes effect on the day that the Customer accepts the Service performed by Proximus. The Customer will receive an e-mail to that end to confirm the acceptance of the work to be carried out on the Service by Proximus.
- 15.2 Any change to the offer relating to the Service during the contract term shall give rise to a new 24-month contract dating from this change.
- 15.3 In case the Contract is converted into an indefinite-term contract, the Customer may put an end to it in accordance with Article 16.

Article 16 Suspension and termination by Proximus

- 16.1 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 provided for in Article 217.
- 16.2 Proximus may immediately block the Customer's access to its Service and deny third parties access to the content concerned, in the event of a clear breach of the law or rights of third parties, or failure by the Customer to comply with the Terms of Use, or where the integrity of Proximus' services or the proper functioning of the Service is placed in jeopardy. The Customer will be informed of this access blockage by e-mail and/or by letter within a reasonable timeframe, and will be served notice to comply with his obligations. The e-mail address that the Customer provided when the order was placed will be the e-mail address used.
- 16.3 Proximus reserves the right to take, at its own initiative, the necessary measures in case the integrity or functioning of its Service are compromised.
- 16.4 If Proximus has good reason to believe that the Customer is placing unlawful content on the Internet (e.g. on his website or a discussion forum) or, in general, the Customer is using Proximus' services in an unauthorized way (e.g. breaching third-party intellectual rights), Proximus shall be entitled to take all the measures it deems appropriate to put a stop to such unauthorized use of the services, notably by immediately withdrawing access to the Customer's content and/or suspending the Customer's access to Proximus' services, without the Customer being entitled to any damages, even if, in the end, the content turns out not to be unlawful.
Where a response is received from the Customer, Proximus shall be entitled to transmit to the plaintiff any supporting documents provided by the Customer.
- 16.5 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 whatsoever. 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.

- 16.6 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 List of Rates and Prices.
- 16.7 The subscription fees shall remain payable by the Customer throughout the period in which the Service is suspended.
In this case, the termination penalty stipulated in Article 17.1 remains due.
- 16.8 The contract will end *ipso jure* and without notice in the event of bankruptcy, collective rescheduling of debt, or liquidation of the Customer.
- 16.9 Proximus may terminate or suspend the provision of the Service in case of an order or injunction issued by an administrative or judicial authority. Where this is the case, the Customer will not be entitled to any damages whatsoever.
- 16.10 In case the Service is terminated by Proximus, the Service will remain active and can therefore be re-established within 30 days of the date of the request for termination. Proximus reserves the right to bill the Customer an indemnity in accordance with the List of Rates and Prices.

Article 17 Termination by the Customer

- 17.1 The Customer can terminate his fixed-term contract at any time in writing, without having to state the underlying reasons, notwithstanding the conditions laid down in Article 16.2. Proximus will send the Customer a written confirmation of the termination date, taking into account the technical specificities.
- 17.2 Penalties in case of early termination of a fixed-term contract:
- In case a customer terminates his contract prematurely, Proximus reserves the right to claim compensation equivalent to the monthly fees that would have been due had the Contract been implemented until the end of the contractual period underway. Such compensation is not subject to VAT.
 - In case a Customer terminates his contract prematurely, Proximus reserves the right to claim compensation equivalent to the installation charge, even if the Service was not put on-line. Such compensation is not subject to VAT.
 - In the event of the Customer's death, the penalties for early termination shall not be due if the successors notify Proximus of the death by any written means, accompanied by a supporting document.
 - In case the Service is terminated by the Customer, the Service will remain active and can therefore be re-established within 30 days of the date of the request for termination. Compensation will be claimed in accordance with the List of Rates and Prices.

Article 18 Production of proof

- 18.1 Proximus and the Customer agree that any communications they exchange by secure e-mail shall have the same legal value as written and signed correspondence.
- 18.2 Proximus and the Customer agree that information relating to communications, contracts or payments held by Proximus on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.
- 18.3 Proximus shall not be bound by agreements that the Customer may have concluded with service providers via the Service which establish other, conventional methods of contractual proof.

Article 19 General provisions

- 19.1 The following documents, listed from the most general to the most specific, make up an integral part of this Contract:
- the order form, where applicable;
 - Proximus' List of Rates and Prices;

- the Terms of Use;
- the General Terms and Conditions.

In the event of a contradiction between one or more of these documents, the following rules 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.

- 19.2 *The provisions of this Contract shall render null and void and fully replace all previous verbal or written agreements between the parties.*
- 19.3 *Any provision of the Contract ruled to be null and void or unenforceable shall not affect the validity of the remaining provisions.*
- 19.4 *If the Contract is concluded with a minor, the Contract's validity shall be subject to written consent from one of the minor's parents or the minor's guardian. Such written consent must be submitted to Proximus together with this Contract.*

Article 20 Conciliation procedure and dispute settlement

- 20.1 *In case of difficulties relating to the implementation of the Contract, the Customer should contact Proximus' local service.*
- 20.2 *Complaints relating to any unjustified deactivation of one of the Services must be filed within five calendar days of the deactivation. If the complaint is filed after this deadline, the period between the fifth day and the day on which the complaint is filed will not be taken into account in the calculation of any compensation.*

The investigation of the claim will cease if the complaint is brought to court.

Article 21 Applicable law and competent courts

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 between the Parties.

Article 22 Changes to the Terms and Conditions of the Contract

- 22.1 *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 a change to the General or the Specific Terms and Conditions or in case of a price increase, the Customer must be notified at least one month before the change enters into effect or, in the case of a price decrease, at least one day before it enters into effect.*
- 22.2 *If, in case of changes 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 a price increase or indexation, the Customer may terminate his contract without penalty by no later than the last day of the month following his receipt of the first bill with the rate increase. Notification of termination must be given by any written means.*

APPENDIX 1 Terms of Use of the Proximus Online Presence Service

Article 1 - Object

As a provider of online presence creation including website hosting and other services linked to such online presence (Google MyBusiness, 12x7, online reservation tool, e-marketing, etc.), Proximus enables its customers to access and disseminate a wealth of public, private, commercial and non-commercial information. In order to reconcile the sometimes conflicting interests of Internet users, Proximus has drawn up these Terms of Use, which complement the General Terms and Conditions.

This document is a code of conduct which describes not just the rights but also the obligations and liability of the Customer as an Internet user.

Article 2 - Acceptance of the Terms

By simply using his Internet connection to consult, comment on, or publish content on the Internet, or to send e-mails, the Customer agrees to comply with these Terms of Use.

Article 3 - Rules of use for the creation and/or dissemination of content on the Internet (e.g. a website created by the Customer and hosted by Proximus, a comment posted on a discussion forum or blog)

3.1 The Customer agrees:

- not to publish anything that is contrary to public decency, public order and the legislation in force or that could be considered an incitement to commit crimes or offenses;
- not to publish any content that infringes on the intellectual property rights of third parties;
- not to publish anything that undermines the right to privacy or the image of third parties;
- not to publish any content that is degrading, offensive, threatening, defamatory, or slanderous with regard to anyone;
- not to publish content of a racist, xenophobic or revisionist nature or which incites to discrimination, hatred, violence against a person because of their ethnic background, religious belief, sexual orientation, skin color, ancestry or nationality;
- not to publish (on blogs, comments left on blogs, on the portal or on websites) any content (text, videos, hyperlinks, etc.) that glorifies dangerous behavior and/or provides instructions for achieving a dangerous objective (e.g. the making of explosive devices or harmful substances, self-mutilation, anorexia, bulimia, binge drinking, etc.);
- not to advertise offers of a sexual nature;
- not to post messages, whether in a blog or on a discussion forum, which are not in any way connected to the subject being discussed by the blog or forum in question, for the sole purpose of annoying the blogger or the person responsible for the forum and/or their visitors;
- not to publish or post any content that is not guaranteed to be free of viruses.

3.2 The Customer remains solely liable vis-à-vis Proximus and third parties for any content that he publishes on the Internet (including, notably, any software, hyperlinks, or files that are faulty or infected by a virus) and any harmful consequences of such publication.

3.3 The content published by the Customer must not only comply with the General Terms and Conditions and the principles set out in Article 3.1. of these Terms of Use, but must also be regularly updated (especially when it contains criticism relating to the activities of third parties).

- 3.4 *The Customer's website content must be accessible from the homepage (no hidden files). All data (photographs, texts, animations, etc.) must be linked to HTML pages.*
- 3.5 *The Customer shall take all necessary precautions prior to any event likely to cause a sudden, major surge in traffic on his website.*
- 3.6 *The Customer is primarily responsible for the content posted by third parties on his discussion forum. He must therefore monitor the comments posted by the participants in his forum and ensure that the rules defined in Article 3 of these Terms of Use are strictly complied with.*