

## Specific Terms and Conditions for the TV Service

These Specific Terms and Conditions apply to the TV Service. They form part of the Contract between the Customer and Proximus, as defined in the General Terms and Conditions. They are complementary to the General Terms and Conditions. In case of contradiction, the Specific Terms and Conditions shall prevail over the General Terms and Conditions.

### 1. Specific rights and obligations of Proximus

- 1.1. Proximus offers the Customer a television and radio service enabling him to watch and listen to audio, visual and audiovisual works (hereinafter referred to as the "Content") distributed via Proximus, and to use interactive applications (such as Video on demand, interactive games, contests, subscription to additional services, etc.).
- 1.2. Proximus shall make every effort to make the Service as efficient as possible. However, the Customer is aware of and accepts the fact that using the Service may influence the speed of his Internet access subscription and accepts this disadvantage.
- 1.3. Unless otherwise agreed with the Customer, Proximus shall make every effort to activate the Service within a maximum of 5 working days in the event of installation of the decoder carried out by the Customer and 15 working days in the event of installation carried out by Proximus.
- 1.4. Proximus may discontinue the Service at any time, without formal notice, notice period or compensation, when the Customer uses the Service in an unlawful manner, including hacking or allowing the hacking of programmes.

### 2. Specific rights and obligations of the Customer

- 2.1. The Customer shall use the Service in the context of the family's private circle.
- 2.2. The Customer may connect up to 3 decoders (4 decoders in case of connection to the fibre network), subject to technical capacity (check availability with Proximus).

### 3. Proximus' liability

- 3.1. Proximus shall not be liable for the products and services of third parties, or for the after-sales follow-up or invoicing thereof. Proximus has no influence on the content of third parties and therefore offers no warranties as to the quality or legality thereof.
- 3.2. Customers who have subscribed to one of the specific sports-related subscriptions acknowledge that Proximus may not be held liable for the cancellation or postponement of a match. In the event that the Customer has ordered the cancelled or postponed match under a 'Pay Per View' arrangement, Proximus shall reimburse the Customer for such order. In the event that the Customer has ordered the cancelled match as part of a subscription package (other than under 'Pay Per View' arrangements), the Customer shall not be reimbursed. The 'Pay Per View' arrangement provides Customers with the possibility of watching a show in real time simply by paying for access to such show.

### 4. Rules for using Interactive Applications

- 4.1. Interactive Applications may be used subject to payment on a per-transaction or per-program basis. The price of the transaction, if any, is displayed on the Customer's screen prior to the transaction and is charged to the first invoice following the order.
- 4.2. In case of use of the Interactive Applications, the service shall be delivered immediately after the order has been placed. The Customer therefore cannot revoke the order.
- 4.3. The Customer acknowledges and agrees that Interactive Applications may be subject to additional terms and conditions imposed by the providers of such applications.
- 4.4. A referral service allows the Customer to receive recommendations relating to content that may be of interest to him. These personalised recommendations are based on the Customer's personal data that is processed by Proximus in accordance with its Privacy Policy which is available on <http://www.proximus.be/privacy>.

### 5. Rules for use of the television services

The information included in the TV guide is provided by the television and radio broadcasting services. Proximus may not be held liable for any errors or omissions in such information.

#### **6. Intellectual rights**

- 6.1. The Customer undertakes to observe the intellectual property rights and other rights of third parties. He may not reproduce, distribute or rent the Content, nor communicate it to the public or make it available to the public, in any manner whatsoever and on any medium whatsoever, neither for free nor for a fee, except with the prior written consent of Proximus and the rightholders. Proximus reminds the Customer that piracy harms artistic creation and that any use of content that is not expressly authorised constitutes an act of infringement making him liable to civil and criminal prosecution.
- 6.2. The Customer undertakes not to circumvent any technical measures that protect the Content or restrict its use and to comply with any limitations that may be communicated to him with respect to the use of said Content. The Customer acknowledges that certain Content is made available to him provided that he does not record it. Proximus may block or restrict the recording of certain Content at the request of the rightholders.
- 6.3. The Customer warrants Proximus against any complaint or action lodged or brought by third parties resulting from the Customer's unlawful use of the Service or the Content or any use not authorised by the Contract.

#### **7. Protection of personal data**

- 7.1. Proximus may anonymise and aggregate the collected data for the purpose of carrying out internal and external reporting on television-watching behaviour.
- 7.2. Advertisements on TV may, depending on the Customer's choice, be adapted to the customer's profile. This profile is based on his customer data, i.e. his administrative data, as well as his use of the TV Service or other Proximus services. For new Customers as of 25 May 2018, the Customer's consent is required. If the Customer does not want to watch targeted advertising on Proximus TV, he may adjust his privacy settings via MyProximus or via the TV.
- 7.3. The data collected may be communicated to third parties if this transfer is necessary for the purpose of fulfilling a legal obligation. For example, the Client's data (name, address, date of birth, date of the beginning of the subscription, etc.) must be communicated to the tax authorities of the Walloon Region.