

## Article 1 Definitions

<b>Broadband</b>	The technology used to provide the Service in Belgium.
<b>Terms and Conditions of Use</b>	Code of conduct for Customers using a Internet access. See Appendix.
<b>Customer</b>	Natural or legal person, or a de facto association, that subscribes to the Service.
<b>Consumer</b>	Any natural person who uses the Service exclusively for non-professional purposes.
<b>Professional</b>	Any natural or legal person who uses the Services for mixed needs.
<b>Service</b>	Refers to the " Internet" service, with or without a fixed line, through which Proximus public limited company of Belgian public law, hereafter referred to as "Proximus"; sets up and ensures the Customer's connection to the Network via the broadband technology described in these General Terms and Conditions.
<b>ISP</b>	Internet Service Provider.
<b>Network</b>	The telecommunications network that is used to provide the Service to the Customer.
<b>Price</b>	Refers to the charge(s) for the Service as stipulated in Proximus Price List available on its website.
<b>Software</b>	All the elements of the Equipment that are protected by intellectual property rights, and all documentation provided to the Customer.
<b>Accessories</b>	The items that the Customer has purchased from Proximus, such as the Ethernet card or the cabling between the connection box and the PC.
<b>Equipment</b>	The equipment, including the software, required to activate the Service.
<b>Contract</b>	Consists of the Terms and Conditions of Use, the General Terms and Conditions, the Prices and, where applicable, the order form and confirmation letter.
<b>MyProximus</b>	Personalized, secure access to a range of online applications provided by Proximus to the Customer via <a href="http://www.proximus.com">www.proximus.com</a> .

## Article 2 Object

Proximus shall provide the Customer, who hereby accepts, 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 has to 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 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 as such in the Proximus customer database, he can only to subscribe to the Service in person at one of Proximus points-of-sale, or by subscribing through a sales channel.

3.3 Proximus has 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 his obligations 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 a down payment 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;

For Internet without a fixed line, Proximus may reject a Service access request if an active PSTN or ISDN line is already installed for the same Customer at the same address.

## Article 4 The Customer's obligations

4.1 If the Customer leaves or transfers his residence or company without canceling or transferring his Contract, he remains 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 and in writing of any changes to his identification details. The Customer is solely responsible for the information he provides to Proximus.

4.3 Except where explicitly authorized by Proximus, the Customer is prohibited from making any changes to the public telecommunications infrastructure, including the connection point. The Customer must act with due diligence with respect to any Proximus Equipment located on the premises that he occupies, alone or jointly with others. The Customer shall not disrupt traffic on the Network or place the Service in jeopardy through any act or negligence on his part, in accordance with the Terms and Conditions of Use appended to these General Terms and Conditions.

4.4 The Customer acknowledges that the Software is only delivered for the use that has been agreed, and remains the property of Proximus or any third parties that hold the intellectual property rights to that Software, even if the Equipment or Accessory is sold to the Customer. 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 completely or partially. He shall also comply with the specific licensing conditions communicated to him when certain Software is installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific license conditions relating to that Software.

4.5 The Customer shall use the Service only for lawful purposes, in accordance with the Contract, the Terms and Conditions 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 an infringement by the Customer of any of the contractual provisions.

4.7 The Customer confirms that he has read the quick installation guide and knows how the Service works. The Start or Comfort Service is required for the connection of a PC. The Internet MAXI Service is intended for the connection of one PC and the Internet INTENSE Service supports the simultaneous connection of up to four PCs. The Customer shall not make permanent use of a dynamic IP address that would entail him having a fixed IP address, or use a fixed IP address. Should the Customer violate this restriction, Proximus may, entirely at its own discretion, immediately terminate the Contract without prior notice, to the detriment of the Customer.

4.8 The Customer is required to make a backup of his whole system and data before the installation, and must take all the necessary steps to ensure that his software is compatible with that of Proximus, particularly with regard to antivirus systems.

4.9. The Customer shall take all the necessary measures to prevent fraudulent access to his computer system, notably by installing an effective firewall.

4.10. The Customer shall regularly read his e-mails of the e-mail address provided by the Proximus platform. If the Customer does not use his e-mail address for a period of six months, Proximus reserves the right to cancel the e-mail address.

4.11. If the Customer benefits from unlimited volume via his subscription or an option, this is subject to normal use by the Customer at the location where the Service is installed.

## Article 5 Prices and billing

5.1. The charge for the Service includes the Service activation costs and monthly subscription fee for the provision of the Service, as set out in the Proximus Price List. Where installation is required, the price varies depending on the type of installation chosen by the Customer. The various technical specifications proposed by Proximus are described in the manual and the documents supplied to the Customer.

5.2. Any new installation or transfer of an installation performed by Proximus will be billed according to the installation rates then in effect.

5.3. The Customer will be billed for activation costs, as set out in the Price List, each time he moves to a new address or takes out a subscription to another Internet service.

5.4. The Customer shall pay for any Accessories purchased from Proximus. The prices of the Accessories shall not cover installation by Proximus. Installation by Proximus shall be subject to the terms and conditions for the installation options concerned.

5.5 The amounts due to Proximus will be billed. Any additional volume will be billed a posteriori according to the rates then in effect. Payment must be made by bank transfer to the account number specified by Proximus, with an indication of the reference details (structured communication).

If the Contract is terminated by Proximus should the customer fail to comply with his/her obligations, the subscription fees for the started billing period at the moment of the end of the Contract remain due. If these subscription fees were already paid, they will not be reimbursed pro rata. If these subscription fees were not yet paid, the Customer must pay them in full.

5.6. If the bill is not paid within the term as mentioned on the invoice, Proximus will send a reminder to the defaulting Customer by any appropriate means.

Reminders incur fixed administrative fees.

The expiry of the due date for payment indicated on the reminder will serve as official notice to the Customer. If the bill is not paid by the due date, interest on arrears calculated at the legal interest rate shall be due per day of late payment.

Moreover, Proximus reserves the right to charge a flat-rate amount if it

entrusts collection of the debt to a third party.

5.7. 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 Downloadpolicy

6.1. If the Customer exceeds the volume included in the price of the Service subscribed to, the Customer shall, at Proximus request, opt for a new Service formula that is more adapted to his needs. If the Customer does not change the Service formula, Proximus will bill him for the additional volume of traffic according to the rates then in effect. The procedures for changing the configuration are described in the manual or the documents supplied to the Customer.

6.2. If the Customer exceeds the Internet volume included in the price of the Service subscribed to, the maximum speed of the Service will be reduced by Proximus until the end of the calendar month underway. An overview of the current volumes and the custom speeds for each Service is available on [www.downloadpolicy.be](http://www.downloadpolicy.be).

6.3. Belgacom will notify the Customer by using the appropriate means of communication (e-mail or SMS) when the latter is close to exceeding the Internet volume included in the price of the Service. The Customer can check the Internet volume he has used so far in the month underway by consulting MyProximus.

6.4. The Customer may increase his Internet volume limit included in the price of the Service subscribed to by ordering a volume extension online via MyProximus. A list of the current volume extensions and the prices is available on [www.downloadpolicy.be](http://www.downloadpolicy.be).

## Article 7 Access charges

(only for the Service without a fixed line)

7.1. §1. When a connection is set up the following charges are payable:

a) Any fixed-rate call-out charges. If several connections are set up simultaneously at the same address at the request of the same person, these charges will only be billed once.

b) Fixed-rate charges for fitting the connection point to the network. These charges also cover the drawing of cables in an existing duct or an open trench, in compliance with the technical instructions established by Proximus, located between the edge nearest to a public highway (with the exception of motorways and roads for automotive vehicle use) and the building in which the connection must be set up. If the connection must be set up in a building that is the requestor's main place of residence, these charges will also cover the laying of up to 100 meters of cable on public land, except if the latter is a paved public highway.

c) Charges per meter for laying cables inside the building (visible or in existing ducts) for up to six connections.

§2. The following charges will be billed to the Customer separately:

a) costs arising from the laying of cable on public land other than those cited in Paragraph 1(b), and the costs of crossing a highway to establish a connection on an unpaved surface or on an area not accessible to vehicles separating two or more highways;

b) file-handling costs arising from the use of property that is not part of the public highway for the purposes of establishing the connection;

c) work carried out at the Customer's request.

If the Customer wishes, Proximus can provide an estimate for the works to be undertaken and submit it to the Customer in advance for approval.

7.2. A fixed charge is payable for activation of the Internet line. This covers file-handling charges and the cost of any work on Proximus premises, cabling work, work on overhead lines and existing related Equipment and work carried out on a paved public highway, with the exception of motorways and roads for automotive vehicle use.

7.3. For the purposes of Articles 5.b.1 and 5.b.2 of these General Terms and Conditions, the terms "paved highway", "motorway" and "roads for

automotive vehicle use" are to be construed in accordance with the Royal Decree on the general framework for road traffic policy.

7.4. For the establishment of a connection outside the Network and the subsequent activation of the line, Proximus will, in response to the Customer's request, provide an estimate for the work to be undertaken, and submit this estimate to the Customer in advance for approval.

7.5. Any additional services may entail the payment of additional subscription fees or other amounts established in accordance with the Price List.

## Article 8 Dispute of bills

8.1. The Customer must indicate the item concerned and the amount contested in any complaint filed.

The obligation to pay the contested sum is held in abeyance, regardless of whether the complaint was filed with Proximus or with the Telecommunications Ombudsman's Service. The amount not contested shall be paid within the due deadline.

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

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

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

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

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

8.4. Where Proximus offers a "cash collecting" service, (i.e. a service which allows the Customer to pay via his Proximus bill for products/services distributed by third parties, notably via numbers with a surcharge, such as 0900, etc.), the purchase or service Contract is directly concluded between the Customer and the third party. Proximus's role is limited to collecting payment in the name and on behalf of these third parties or any other body designated by said third parties. Proximus is not responsible for the proper execution of the purchase or service Contract as such. In case of a complaint, the Customer must directly address the third party concerned. The amount related to this purchase or service (VAT included) will appear separately on the Proximus bill in the form of a statement, which is not valid as a bill in the fiscal sense. If the Customer wants a bill for this purchase or service, he must contact the third-party seller in advance.

## Article 9 Proximus's liability and guarantees

9.1. Proximus shall activate the Service within the time frame fixed in the confirmation letter sent to the Customer.

9.2. Proximus shall use every means at its disposal to provide its Customers with access to the Service. However, Proximus does not give any guarantees, explicit 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.

9.3. The Customer expressly acknowledges having been informed, and accepts, that Proximus does not provide any guarantees or assume any responsibility for the hosting of the Customer's website.

In case of problems accessing the Customer's website, Proximus cannot be held responsible for any delays, inconvenience or other damage sustained.

Proximus reserves the right to change the characteristics of the website hosting service at any time during the Contract, under any circumstances, and without prior notification.

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

9.5. Proximus only guarantees compatibility with its Service in respect of modems and related material that comply with the applicable standards and the technical network interface specifications published and regularly updated by Proximus. In addition, Proximus shall not be liable for potential loss of Customer data when the Service is installed.

9.6. Proximus shall not be liable for the content of communications or messages or the integrity of any data transmitted over its Network. Nor shall Proximus be liable for third-party services provided via its network or the billing therefor. Proximus does not guarantee and is not liable for services offered or information distributed via its Network. 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.

9.7. Generally speaking, Proximus shall be held liable only in the event of criminal deception or serious misconduct (namely an infringement of major 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 expense, loss of income, loss of profits, loss of customers, loss of or damage to data or loss of contracts.

9.8. 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 650,000.

9.9. The Customer acknowledges that Proximus is not responsible for the deletion, non-reception or non-retention of e-mails or any other information.

9.10. As regards the Equipment and Accessories 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, for no more than two years from the date of purchase.

9.11. Proximus engages to use any technical 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.

In the framework of this service under this contract, Proximus will not set up procedures in the fixed network in order to prioritize, slow down or otherwise influence traffic. Proximus ensures that any possible measures it may have to take in order to avoid saturation or over-saturation of its network will not result in a differentiation of the traffic between the users and/or the services which are the object of this contract. More information regarding the procedures applied by Proximus in order to avoid saturation or over-saturation of its network is available on our internet site.

9.12. For any subscription concluded as from 1 July 2014, Proximus cannot guarantee maintaining the various elements of the service(s) for customers moving to a zone covered by an other new technology, such as optical fibre.

## Article 10 The Customer's liability

10.1. The Customer shall exercise all due care when using the Service. The transfer of ownership of and risks relating to the Equipment and/or Accessories shall take place when they are delivered.

10.2. The communication by the Customer of confidential data concerning him or which he considers as such, through the Service, shall be at his own risk and peril. The Customer shall take all the necessary measures to protect the confidential nature and integrity of his data. Under legislation currently in effect and pursuant to this Contract, Proximus shall not be liable for the disclosure of confidential data stored on its computer system. The Customer shall also take steps to protect his data and software against viruses.

10.3. The Customer shall be solely liable, in case of deception or serious misconduct, for any direct, material damage that he or a third party using the Service causes to Proximus or another third party. The Customer shall indemnify Proximus for any demand, 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, 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.

10.4. The Customer shall hold Proximus harmless in the event of any court action, claims or allegations made by third parties in respect of a violation of their rights by the Customer's use of the Proximus services, or in the wake of any measures adopted by Proximus to remedy the alleged violation.

## Article 11 Maintenance

11.1 Should the operating or organizational conditions of the Network so require, Proximus may unilaterally change the technical features of the Service, and will inform the Customer thereof in accordance with Article 24.

11.2 Proximus reserves the right to interrupt or limit the Service for maintenance or reorganization purposes, or in case of a disruption to the Service or to other Proximus services owing to improper use or malfunctioning of the Service. Proximus shall keep to a strict minimum the time required to carry out such work. Proximus shall not be liable for the payment of compensation or other damages for such interruptions or limitations.

11.3 Proximus reserves the right to access the Customer's modem remotely to carry out maintenance, configuration or monitoring operations. If necessary, the Customer shall provide access to his modem to Proximus employees. Proximus employees must provide proof of their identity.

## Article 12 Faults

Proximus will make a helpdesk available to the Customer. The Proximus helpdesk will be available for solving problems relating to provision of the Service. Proximus shall make every reasonable effort to resolve the Customer's problems. The Customer has a single point of contact for his Internet connection and Internet access.

## Article 13 Equipment

13.1 The Customer shall authorize Proximus to carry out the work and develop the facilities required for the smooth operation of the Service on the Customer's premises. This may involve the installation, alteration, restoration and/or monitoring of cables, lines, telecommunications Equipment and their configuration.

13.2 The Customer shall allow Proximus employees who provide proof of their identity access, at any suitable time, to the premises where the different components of the Service are installed.

13.3 Except where the installation is performed by the Customer himself (or in the case of a Telecom Installation package), a test will be done on the installation to check that the Service is operating properly. If, at that point, no remarks or comments about the operation of the Equipment are received from the Customer, he will be deemed to have received the Equipment in a proper working order, without any apparent faults or defects.

13.4 The Customer shall not make any changes to the Equipment that may disrupt the Network.

13.5 Article 103(1), paragraph 1 of the law of 21 March 1991, on the reform of certain public-sector commercial undertakings, relating to the restoring of property to its original state after installation work has been performed, shall not apply.

13.6 Should the Customer return defective Equipment or Equipment showing signs of damage, he shall be entitled to have the Equipment replaced or restored provided that he has purchased it at a Proximus point-of-sale and still has the receipt of sale, and provided that the Equipment is still under warranty.

Where Service is not available in the Customer's region and the Equipment is returned within one month of the billing date, the Customer shall be entitled to reimbursement, provided that the Equipment has not been damaged in any way.

13.7 The Customer acknowledges that Proximus may, without prior notice, connect remotely to the compatible Equipment, restart it and manage it when this is necessary for the quality and support of the Services that Proximus provides via the Equipment.

The Customer shall apply and comply with the Equipment-related instructions provided by Proximus to ensure its proper operation and support.

## Article 14 Code of conduct applicable to the Customer

Proximus may give the Customer specific instructions relating to the use of the Network and the Service for operational, quality-related, legal or security reasons. The Customer shall strictly follow these instructions. More information on these instructions can be found in the Terms and Conditions of Use appended to these General Terms and Conditions.

## Article 15 Privacy and confidentiality

15.1. Proximus registers Customer-related data in its files such as identification data, data on the Customer's use of Proximus products and services, Customer traffic data, billing and payment data, and technical data. This data can be processed for the following purposes:

- provision and billing of the services requested by the Customer;
- interconnection with the electronic communication networks of other operators and their billing;
- Customer administration;
- dispute management;
- providing information about or promoting the Proximus Group's products and services, including by post, SMS or e-mail;
- establishment of user profiles for marketing purposes based on the Customer's use of the Proximus Group's products and services and of socio-demographic data;
- combating fraud and infringements committed against Proximus, its employees, Customers or suppliers;
- quality control of the services;
- market surveys;
- conducting information or promotional campaigns for products and services of third parties via bill inserts.
- the scheduling and organization of the telecommunications infrastructure.

The Customer data is stored for up to 10 years after the person in question 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 Proximus Group product and service marketing information can inform Proximus via the local service point, the toll-free number 0800 99 487, or the online e-Services.

User identification data and profiles may be shared with subsidiaries of the Proximus Group for marketing or advertising campaigns for Proximus Group's products and services. Customers who do not agree can inform Proximus via the local service point or via the toll-free number 0800 99 981.

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

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

Proximus files are made available 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 vis-à-vis 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 sent to third parties by Proximus, Customers will be sent specific information about this by any appropriate means. Furthermore, in the circumstances provided for by law, they will have the opportunity to oppose this decision.

The Customer has the right to inspect 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 at 27 Boulevard du Roi Albert II, 1030 Brussels.

The Customer is informed of the fact that calls to or from Proximus Customer Service can be recorded in order to serve as evidence in case of a contested commercial transaction. The Customer accepts and consents to this recording.

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

15.2 Proximus has no cognizance of any data that: i) is not addressed to 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, with the following exceptions:

- if it is necessary to take cognizance of this data to ensure the proper functioning of the Service or of the Network;
- if Proximus has reasons to believe that this information relates to illegal or unauthorized activities, or if a third party believes that this information infringes one of its rights.

To ensure the smooth functioning of its Network and services, Proximus reserves the right to scan, in a completely automatic way, the Customer's outgoing e-mail in order to detect potential viruses. During such operations, Proximus does not take cognizance of the content of its Customers' e-mails. Any outgoing Customer e-mail that is infected by a virus may be rejected by Proximus e-mail server.

15.3 The Customer shall preserve the secrecy and confidentiality of the password and access code and shall not disclose them to a third party. The Customer has full and sole responsibility for the use of such means of identification. In the event of the loss, theft or fraudulent use of one of these means of identification, the Customer must either change the password, with the help of the tools supplied by Proximus, or notify Proximus of the situation as soon as possible. Any such notification must be confirmed by registered letter. The Customer only ceases to be liable from the day after the date on which Proximus receives the registered letter.

15.4. 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 any telephone conversation.

15.5. 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 from its Customers.

## **Article 16 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 (force majeure), 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), power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), floods, prolonged frost, fires or storms, any breach of contract by a supplier or any stock shortages experienced by a Proximus supplier.

## **Article 17 Transfer of the Contract**

17.1 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.

17.2 If the Customer is prevented, by a court ruling, from obtaining access to and/or residence at the address where the connection is located, he shall grant Proximus the right, at the request of the person who legally occupies that location, to automatically transfer the Contract to that person.

17.3 In the event of the death of the Customer, the Contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person domiciled or residing at the same address as the deceased.

17.4 The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations arising from the Contract.

## **Article 18 Contract term**

Unless otherwise agreed, the Contract is concluded and takes effect on the day that Proximus accepts the application that it has registered. The Customer will to that end receive a confirmation document containing at least his name and address, the connection address, and the services that form the object of the Contract.

Unless the Contract signed by the Customer or the confirmation letter provides for a fixed-term Contract, the Contract is concluded for an indefinite term.

The replacement of an open-ended Contract or a fixed-term Contract concluded with a consumer Customer by a new fixed term contract is only possible if the Customer has been notified of this possibility in advance, in writing, and has given his express written consent. If the Customer does not accept the renewal of his fixed-term Contract, it will be automatically converted into an open-ended Contract. The Customer will have the possibility to terminate the Contract in accordance with Article 19.

If the Contract is concluded with a professional (non-consumer) Customer, and except in the cases non-authorized by law, at the end of the initial term the Contract will be automatically renewed for successive periods of the same duration as the initially concluded Contract, except if the Customer terminates his Contract at the end of the contractual period by serving in accordance with the terms of Article 20.

## **Article 19 Suspension and termination by Proximus**

19.1 If the Customer fails to fulfill his contractual obligations, Proximus has the right to completely or partially suspend the Service(s) offered to the Customer, and which are indicated on the same bill. Nevertheless, Proximus reserves the right to claim compensation from the Customer as stipulated in Article 18.

19.2 Proximus may immediately deny the Customer access to its Network and deny third parties access to the content concerned, in the event of serious failure on the part of the Customer to comply with his obligations, notably 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 and Conditions of Use, or where the integrity of Proximus services or the proper functioning of its Network 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 Customer's Skynet e-mail address or that of another Proximus platform will be the e-mail address used.



19.3 Proximus reserves the right to take, at its own initiative, the necessary measures in case the integrity of its services and the proper functioning of its Network are compromised. These measures can consist of the automatic activation of an anti-spam protection program in case of a spam attack compromising the proper functioning of the Network, the suspension of the Customer's access to his services, or the suspension of third-parties' access to the information disseminated by the Customer.

19.4 Should Proximus notice that the Customer's system is not protected against Open Relay/Open Proxy, or in case of damage to the Network and/or Proximus services as a result of an Open Relay/Open Proxy system (e.g. following the massive transmission of e-mails blocking normal e-mail traffic, or the use of the Customer's system by hackers), Proximus reserves the right to completely or partially suspend the Service to the Customer without prior notice. The Customer will be notified of the suspension by letter. The Service will be restored once the Customer has confirmed to Proximus in writing that he has taken the appropriate protective measures.

Proximus may terminate this Contract if the Customer has not complied with his obligations within five (5) working days of the formal notice being served, or has not formally committed to complying with them in the future. The termination of this Contract does not entitle the Customer to any compensation or damages and interest.

19.5. If Proximus has good reason to believe that the Customer is posting illicit content on the Internet (e.g. on his website or a discussion forum) or, in general, that the Customer is using Proximus services in a manner that is not authorized (e.g. violating third-party intellectual property rights), Proximus shall have the right to take all the measures it deems necessary to put an end to such unauthorized use of the Services, notably by immediately blocking access to the Customer's content and/or suspending the Customer's access to Proximus services, without the Customer being entitled to any damages and interest, even if ultimately the content proves not to be illicit.

Where a response is received from the Customer, Proximus shall be entitled to transmit to the plaintiff any supporting documents provided by the Customer.

19.6 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 the disruptions that have occurred and to limit their duration as much as possible.

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

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

In that case, the termination penalty stipulated in Article 19.1 will be due.

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

19.10 Proximus may terminate or suspend the Service in the 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.

19.11 Where Equipment was made available to the Customer, and Proximus terminates the Contract, the Customer must return the modem/router within three working days of the Contract termination. If it is not returned within this period, the sum of €50 will be billed to the Customer. The Customer will be expected to compensate Proximus for any degradation to or fault in the Equipment that is not the result of normal use.

## Article 20 Termination by the Customer

20.1. The Customer can terminate his open-ended or fixed-term contract at any time in writing, without having to state the underlying reasons, notwithstanding the conditions laid down in article 19.2. Proximus sends a written confirmation of the cancellation date, taking into account the technical specificities.

20.2. Penalties in case of premature termination of a fixed-term contract:

- As for the consumer Customers who terminate their contract in the first six months, Proximus reserves the right to demand a compensation equivalent to the total monthly subscription fees still due until the contract's first six months expiry date. This compensation is not subject to VAT.

-As for business (non-consumer) Customers who terminate their contract prematurely, Proximus reserves the right to claim a compensation equivalent to the monthly fees that would have been due in case of execution of the Contract until the end of the current contract period. However, in the cases specified by law (subscribers with max. 5 numbers), the rules for premature termination regarding consumer Customers are applicable to the concerned business customers.

-If the Customer (business or consumer) received, for free or at a reduced price, a product whose acquisition was linked to his/her subscription to a fixed-term Contract, he/she may be asked to pay additional compensation. This compensation will be equivalent to the remaining amount, according to the depreciation table, which is communicated to the customer at the time of the subscription of the contract, and which sets out the residual value of the terminal equipment for each month of the fixed-term Contract.

-In the event of the Customer's death, the penalties for premature termination shall not be due if the rightful owners notify Proximus of the death by any written means, accompanied with a certificate.

20.3. Proximus now offers its customers the possibility of continuing to use their electronic mailbox up to 18 months after terminating the Internet subscription to which their mailbox is linked.

Customers who use Web space that comes with their Internet subscription also keep their access that allows them to update the data stored there. The Web space also remains accessible for six months via the Internet. These services are free of charge and remain automatically available to all customers who terminate their Internet subscription, who retain their passwords and login. Customers do not, therefore, have to make any requests to use them.

This service is only available for (an) e-mail address(es) created or access to the web space via an URL Web address based on the Proximus trading name and/or brands under which the Internet access service will be commercialized.

## Article 21 Submission of proof

21.1 Proximus and the Customer hereby agree that any communication exchanged by e-mail over a secure connection shall have the same legal value as written or signed correspondence.

21.2 Proximus and the Customer likewise agree that information relating to any communications, contracts or payments held by Proximus on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.

21.3 Proximus shall not be bound by any agreements concluded by the Customer with service providers, on or via the Internet, that establish other methods of contractual proof.

## Article 22 General

22.1 The following documents, listed from the most general to the most specific, form an integral part of this Contract:

1. the order form, where applicable;
2. the Proximus Price List;
3. the Terms and Conditions of Use; the General Terms and Conditions.

In the event of any discrepancy 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.

22.2 The Terms and Conditions of this Contract shall render null and void and replace all previous verbal or written agreements between the parties.

22.3 Any provision of the Contract ruled to be null and void or unenforceable shall not affect the validity of the remaining provisions.

22.4 A Contract concluded with a minor shall be valid, subject to the written consent of one of his parents or his guardian. This written consent must be submitted to Proximus together with the Contract.

## **Article 23 Conciliation procedure and dispute settlement**

### **Complaints submitted to Proximus**

23.1 In case of problems relating to the implementation of the Contract, the Customer should contact Proximus local service.

23.2 Complaints relating to any unjustified deactivation of a connection must be filed with Proximus within five calendar days of the deactivation. If a complaint is not filed within this deadline, the period between the fifth day and the day on which the claim is filed will not be taken into account for the calculation of any compensation.

### **Complaints submitted to the Telecommunications Ombudsman's Service**

23.3 The customer may contact the Telecommunications Ombudsman's Service (at 29-35 Boulevard Bischoffsheim, 1000 Brussels, tel.: 02/223 06 06; fax: 02/219 86 59, [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be), [www.mediateurtelecom.be](http://www.mediateurtelecom.be)), which is officially attached to the Belgian Institute for Postal Services and Telecommunications (BIPT).

The Telecommunications Ombudsman's Service is completely independent of Proximus. Within its field of competence, the Service does not receive instructions from any public authority.

23.4 The address and telephone number of the Telecommunications Ombudsman's Service are listed in the telephone directory information pages. Proximus will also communicate these details to the Customer on request. The Customer can choose to contact either the French-language or Dutch-language Ombudsman.

23.5 Complaints are only admissible if they are filed in writing. The Customer may nevertheless contact the Telecommunications Ombudsman's Service orally if he wishes to be fully informed of his rights.

23.6 A complaint is only admissible if the complainant can show that he first took the necessary steps via Proximus.

23.7 The Telecommunications Ombudsman's Service may refuse to handle a claim if it relates to facts that occurred more than one year before the claim was submitted.

The Ombudsman's Service will cease its investigation of the claim if the complaint is brought to court.

## **Article 24 Applicable law and competent courts**

The provisions of this Contract shall be governed by Belgian law.

The Brussels lower courts shall have sole jurisdiction for any disputes relating to the interpretation or enforcement of this Contract for which no amicable solution can be found.

## **Article 25 Amendments to the terms and conditions of the Contract**

25.1 Proximus shall notify the Customer, 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 come 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.

25.2 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 force 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 this rate increase. The termination must be made in writing.

## APPENDIX I Terms and Conditions of Use of an Internet access via the Proximus network

### Article 1 - Object

As a provider of Internet access, website hosting and other Internet-related services, Proximus offers its Customers the possibility to access and disseminate a wide range of public, private, commercial and non-commercial information. In order to reconcile Internet users' conflicting interests, Proximus has developed these Terms and Conditions 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 and Conditions

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

### Article 3 – Rules of use applicable to surfing

#### 3.1. The Customer shall not:

- commit any acts of computer piracy, cracking, or hacking involving the Proximus network or any other system;
- gain illegal access to, change or destroy the data on the connected networks;
- disrupt the proper functioning of the Service, or jeopardize its accessibility, use or performance by generating large amounts of traffic (*flooding*);
- distribute malicious software (*malware*) in order to damage the integrity of the computer systems and/or data they contain, or to unlawfully access confidential data.

3.2. The Customer is asked to report any content that might seem illicit or harmful. To do so, he may contact the author of the content in question, the Internet user who published it, Proximus, or the competent authorities.

### Article 4 – Rules of use applicable when sending e-mails

4.1. The Customer shall not choose or use an identifier (i.e. the part of the e-mail address that comes before @) which is contrary to public order and/or decency, or which infringes on the image or rights of Proximus and its subsidiaries or third parties. Proximus reserves the right to change and prohibit any name that contravenes these principles.

In addition, the Customer shall not publish (on blogs, comments left on blogs, the portal, websites) any content (text, videos, hyperlinks, etc.) that glorifies dangerous behavior and/or provides instructions for achieving a dangerous objective (e.g. the fabrication of explosive devices or harmful substances, self-mutilation, anorexia, bulimia, binge drinking, etc.).

4.2. The Customer will keep the same identifier(s), electronic address(es) and website address until the expiry of the Contract, except in the cases cited above or if they are changed by Proximus for technical, operational or legal reasons, or at the Customer's request, provided that this is technically feasible and the identifiers are available.

4.3. The Customer is prohibited from sending electronic messages, regardless of their nature (e.g. commercial advertising, political leaflets, informative advertisements, chain letters, etc.) to persons who do not wish to receive them (*spamming*). If an addressee requests not to be sent any more messages, the Customer must immediately respond to and meet this request.

4.4. Customers managing distribution lists must:

- adopt a double *opt-in* system, i.e. must send an e-mail to each new subscriber in order to receive confirmation of the fact that the latter wishes to add his e-mail address to the distribution list. The new subscriber will send the confirmation by reply e-mail or by clicking a URL. Proof of this confirmation must be kept by the Customer managing the distribution list, and shall be presented in case of a complaint concerning spamming.
- offer an *opt-out* in each of their messages;
- remove addresses from their lists that are returned to the sender;

4.5. It is officially forbidden to send an electronic message, regardless of its nature (e.g. commercial advertising, political leaflets, informative advertisements, chain letters, etc.) to a large number of addressees (bulk e-mail) via Proximus e-mail servers. The Customer must use a personal server to send e-mails in bulk.

It is strictly forbidden to use a personal e-mail server (including *FetchPOP* servers, such as the Mail Pickup Server).

4.6. It is strictly forbidden to use e-mails in order to:

- distribute data that violate the law (child abuse material, xenophobic documents, defamatory or abusive comments, malware, etc.);
- harm others (*phishing*, *mail bombing*, *flooding*, spreading of viruses, violation of privacy, infringement of intellectual property rights, etc.).

### Article 5 - Rules of use regarding the creation and/or distribution of content over the Internet (e.g. a website created by the Customer and hosted by Proximus, a comment posted on a discussion forum or blog)

#### 5.1. The Customer shall not:

- publish anything that is contrary to public decency, order, and the legislation in force, or that could be considered an incitement to commit a crime or offence;
- publish any content that infringes on the intellectual property rights of third parties;
- publish anything that violates the right to privacy or damages the image of third parties;
- publish any content that is degrading, offensive, threatening, defamatory, or slanderous with regard to anyone;
- publish content of a racist, xenophobic, or revisionist nature, or content that is an incitement to discrimination, hatred, or violence towards another person on account of his ethnic origin, religion, sexual orientation, skin color, ancestry or nationality;
- publish (on blogs, comments left on blogs, the portal, websites) any content (text, videos, hyperlinks, etc.) that glorifies dangerous behavior and/or provides instructions for achieving a dangerous objective (e.g. the fabrication of explosive devices or harmful substances, self-mutilation, anorexia, bulimia, binge drinking, etc.);
- provide any advertising for services of a sexual nature;
- post, whether in a blog or discussion forum, any messages that have no relation to the subject of the blog or forum concerned, with the sole purpose of bothering the blogger or manager of the forum and/or their visitors;
- publish or post any content that is not guaranteed to be free of viruses.

5.2. 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.



**5.3.** The content published by the Customer shall not only comply with the General Terms and Conditions and the principles set out in Article 5.1. of these Terms and Conditions of Use, but must also be regularly updated (especially when it contains criticism relating to the activities of third parties).

**5.4.** The Customer's website content must be accessible from the homepage (no hidden files). All data (photographs, text, animations, etc.) must be linked to HTML pages.

**5.5.** The Customer shall take the necessary measures in case of any event likely to cause a sudden, major surge in traffic on his website.

**5.6.** The Customer is primarily responsible for the content posted by third parties on his discussion forum. He must therefore monitor the comments left by participants in his forum and ensure that they strictly respect the rules defined under Article 5 of these Terms and Conditions of Use.

## **Article 6 – Preventive technical measures**

**6.1.** Customers using their own server may not use Open Relay/Open Proxy systems.

Open Relay and Open Proxy enable third parties to send a large number of unsolicited e-mails or abuse the Customer's system in other ways. The Customer's mail servers must be protected by all possible means against spamming and spammers.

To protect the Customer against any abusive use of his system, and to prevent abuse of the network, Proximus reserves the right to proactively check whether the Customer has taken the necessary measures to protect his system against Open Relay/Open Proxy.

**6.2.** Proximus reserves the right to take all appropriate measures in order to respond to an incident regarding network security or to face up to threats and to vulnerable situations. These measures may, in certain cases, consist in a temporary modification of the terms of service. Proximus reserves the right to use any technical means it deems necessary to avoid and prevent spamming, phishing, bulk e-mails, and the spread of malware in all cases where these practices would jeopardize the smooth functioning of the Service, its accessibility or its performance.