



CONTRACTUAL SERVICE DESCRIPTION

EBU Solutions

Contractual Service Description. Proximus Smart Wi-Fi for Mobile

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1. Summary

Proximus provides the Customer with mobile internet access to Proximus Smart Wi-Fi Hotspots.

At the basis, this Wi-Fi Hotspots network is based on a principle of “sharing your internet access”: the customer, purchasing a fixed internet access at Proximus, shares (a part of) of its Wi-Fi network equipment at home or in the office and in doing so, receives free access to the Wi-Fi Hotspots network of all other “sharing” members. With the ‘Proximus Wi-Fi Hotspots for Mobile’, hereinafter referred to as the “Service”, the Customer does no longer have to share its Wi-Fi network equipment but receives access to Smart Wi-Fi Hotspots for its mobile workers (referred herein after as ‘End Users’).

The Service allows the Customer to provide internet access to its End Users who are looking for indoor connectivity so that they can work on-line in places where there is no 3G/4G connectivity, e.g. for technicians, commercial collaborators visiting home’s and small offices. The Customer’s End Users benefitting from the Service, will be able to connect to Proximus Smart Wi-Fi Hotspots as soon as such Wi-Fi signal is detected by the device of the End User and provided the device is configured correctly.

The Service requires, for each End User, a Proximus mobile subscription and a mobile device that is Wi-Fi compatible.

This Service is an option to the Proximus mobile service of the Customer.

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2. Service at a glance

The table below summarizes the different Group Option Components of the Service:

Available Hotspots	National	X
Secured Access	Encrypted Wi-Fi access (Smart Wi-Fi)	X
Methods of establishing a connection	Manual with username & password.	X
	Automatic with EAPSIM - Sim card authentication	X
	Automatic with EAP TTLS - Username & Password	X
Billing&Reporting	Monthly recurring flat fee per MSISDN on the Mobile Invoice.	X
	Proximanage: recurring charge reported per MSISDN	R
	Usage-Reporting : Usage is not billed for and not reported for.	NA
Delivery & Support	Activation of Service per MSISDN subscription.	X
	Deactivation of Service per MSISDN subscription	X
	SIM Card authentication auto enabled.	X
	Personal account & password to access Proximus Smart Wi-Fi Hotspots	X
	Self servicing to set End user Login & password registration/forget passw...	X
		X
		X

X: included in the Service Flavor; O: available as a billable option for the Service; R: on Customer request, NA : not available

3. Functional Services

3.1 Connectivity

Proximus provides the Customer with access to Proximus Smart Wi-Fi Community network; in such a way that it enables the End Users of the Customer to access existing Proximus Smart Wi-Fi Hotspots in Belgium.

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Proximus's obligation is limited to making the access to the Proximus Smart Wi-Fi Hotspots available to the Customer where such Hotspots exist and provided that the End User is located in the geographical area covered by the Wi-Fi signal of the Hotspot concerned. Proximus does not provide any guarantee as to the availability of the Proximus Smart Wi-Fi Hotspots.

Proximus draws the Customer's attention to the fact that it is not possible during a given IP session to switch from the 3G/4G network to the Proximus Wi-Fi Hotspot without interrupting the session and risking loss of data for certain services.

Once connected to any Proximus Wi-Fi Hotspot, the Customer will not necessarily benefit from the same surfing speed as he enjoys on the 3G/4G network. Indeed, when the Customer is connected to a Wi-Fi Hotspot, his surfing speed may reach up to 50 Mbps. Furthermore, the Customer accepts that the Internet traffic of the owners of the equipment forming part of the Smart Wi-Fi Community Network which transits through the Hotspots is always given priority over the Customer's Internet traffic.

	Wi-Fi Hotspot
Signalname	Proximus Smart Wi-Fi
Encryption on Wi-Fi Signal (Security)	Yes
Secured Internet PPP tunneling	Yes
EAP SIM Authentication (device autoconnect with SIM card Login)	Yes
EAP TTLS Authentication (device autoconnect with username & password configuration)	Yes

3.2 Secure access

Proximus provides the Customer with secure access to the Proximus Smart Wi-Fi Hotspots.

The End User's device will connect to the Hotspot automatically. During this connection, the End User's identity is checked on the basis of SIM card recognition or a username and password. This automatic connection presupposes that the End User's device is compatible with the EAPSIM (SIM card-based authentication) and EAP TTLS (username and password-based authentication) protocols. In addition, this type of Hotspot features encrypted access at Wi-Fi signal level and is as such better protected.

Security is ensured at network level. To each user, a dedicated IP address and a separate communication tunnel (PPP) is allocated. This ensures that the communication traffic of one user cannot be accessed or viewed by another user making use of the same Wi-Fi hotspot.

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Localisation of Hotspot

Proximus provides the Customer with an application able to locate the Proximus Smart Wi-Fi Hotspots. This application must be installed on the End Users' devices. The location is only approximate in order to protect the privacy of the owners of the equipment forming part of the Proximus Smart Wi-Fi Community.

3.3 Reporting

Proximus provides the Customer with a reporting tool. This reporting tool is only available when the Customer has subscribed to a Proximus Fleet Manager Service and maintains this Service throughout the term of this Agreement.

This reporting shows the recurring charges of the Service per SIM card for which the Service has been activated. No details shall be given regarding the internet sessions whether at End User or aggregated level.

4. Supporting Service components

4.1 Activation of the Service

The Customer activates the Service by submitting the applicable order form, duly completed and signed, to Proximus. Key information in this Order Form includes:

- List of MSISDN's for which the Customer requires Proximus to activate the Service.

Upon receiving the Order Form, Proximus shall use its reasonable efforts to activate the Service within 14 Business Days.

The recurring charge of the Service will be prorated if the activation date is different than the Bill cycle start date on the first bill containing the fee for the Service.

Once the End User is notified that the Service is activated, it is able to carry out the the configuration of its device and define a username and password via the mobiles App made available by Proximus.

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4.2 Deactivation of the Service

The Customer de-activates the Service for a SIM card by submitting the applicable request document duly completed and signed, to Proximus. Key information in this request document includes:

- List of MSISDN's for which the Customer requires Proximus to de-activate the Service

Upon receiving the request document, Proximus shall use its reasonable efforts to de-activate the Service within 14 Business Days.

The recurring charge of the Service will be prorated if the de-activation date is different than the Bill cycle end date on the last bill containing the fee for the Service.

The access to Proximus Smart Wi-Fi Hotspots shall stop as soon as Proximus has effectively deactivated the Service.

4.3 Service Desk

A fully self service trouble shooting guide & FAQ is available on www.proximus.com/support (item category Internet - subcategory Smart Wi-Fi Hotspots.).

Should a Customer wish to create a Trouble Ticket, he can contact the Service Desk. The Service Desk acts as a Single Point of Contact (SPOC) for the Customer. This Service Desk is not accessible for End Users.

Phone	0800 22 500 NL
	0800 33 500 FR
	0800 55 500 EN
E-mail Web Form	http://support.nl.proximus.be/app/contact_email
	http://support.fr.proximus.be/app/contact_email
	http://support.en.proximus.be/app/contact_email

Proximus Service Desk contact details within Belgium

On receiving a call from the Customer's Administrator, the Service Desk validates his identity and collects information about the incident notification or request. Information requested from the Customer includes (but is not limited to):

- The Customer's contract identification number (MSISDN);
- A description of the request/incident;
- The name, e-mail address and phone number of the Customer (technical) contact.

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The Service Desk registers the Administrator's call in the Trouble Ticketing System, documents it accurately and assigns a priority to it according to a set of predefined parameters. The Service Desk then dispatches the Trouble Ticket to the appropriate Support Team.

4.4 Change Handling

Throughout the Agreement the Customer can submit a request to Proximus to add or remove accounts by submitting a list with the respective MSISDN's to Proximus.

All these changes may be requested by phone via the Account Manager or via CSO Mobile contact or via the service desk.

5. Specific Terms and Conditions (STC)

5.1 GENERAL INFORMATION

The Specific Terms and Conditions complement the General Terms and Conditions and this Contractual Service Description. They set out the rights and obligations of Proximus and Customer with regard to the provision of the Service described in this document.

To the extent that the Service requires the subscription to mobile services, the general terms and conditions for mobile services shall apply. These general terms and conditions for mobile services are ranked higher than the General Terms and Conditions in the hierarchy set out in Article 1.2 of the General Terms and Conditions and thus take precedence over the General Terms and Conditions, the Glossary and the Offer with respect to the limited scope of the mobile voice or data subscription.

5.2.CONTRACT PROCEDURE

5.2.1. Notwithstanding the General Terms and Conditions and the general terms and conditions for mobile services, this Contract is concluded for an indefinite term.

5.2.2. The Customer can terminate this Agreement at any time in writing. If the Customer specifies the date on which he wishes the Agreement to be terminated, Proximus will make every effort to meet that date as far as it is technically feasible. If no termination date is specified by the Customer, the Agreement will be terminated with a 1month notice. In all cases, Proximus confirms the end date of the Agreement in writing.

5.2.3. The Service is an option on the Customer's mobile contract. The termination of the Customer's mobile contract for whatsoever involves the termination of the Service. The termination of the Service does not involve the termination of the Customer's mobile contract.

5.2.4 The Service will only be activated on one SIM card per End User.

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5.2.5 The End Users must be natural persons bound to the Customer by a fixed-term or open-ended employment contract, for the entire duration of the Contract. If this condition is no longer satisfied, the Customer must notify Proximus so that the latter can deactivate the Service on the SIM card of the End User concerned.

5.3. Obligations of the Parties

5.3.1 The Customer, as holder of the Service, is responsible for the usage of the Service. Terms of Use for the Service are described in the Annex 1. A breach of the Terms of Use for the Service by an End User constitutes a contractual breach by the Customer. The Customer shall indemnify, defend and hold harmless Proximus and its suppliers from and against any and all claims, losses, damages, expenses, fines and liability of any sort arising out of or relating to alleged or actual non-compliance by the End User.

5.3.2. The Customer must inform the End User of the terms of use of the Service before the Service is activated on the End User's SIM card. The Customer is free to choose the way in which he communicates these terms, but he must guarantee to Proximus that he has obtained the End User's agreement on these terms. To make the Customer's task easier, Proximus makes the document included in Appendix 1 "Terms of Use of the Service" available to the Customer. This document does not create a legal relationship between Proximus and the End User.

5.3.3. 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 (including its End Users). It shall not be a party to contracts concluded between a third party and the Customer (including End Users).

5.3.4. Proximus shall not be liable for potential loss of Customer data when the Service when using the Service.

5.3.5. Proximus shall not be liable to pay any indemnity to the Customer for consequences linked to the implementation of the preventive or coercive measures described in Appendix 1.

5.3.6. In the event that the use of the Service requires a login and password, the Customer authorizes Proximus, through this Contractual Service Description, to send these logins and passwords directly to the End User.

5.3.7. The Service provided by Proximus includes some security measures in order to protect the network against unlawful access. Proximus cannot however verify whether access requests and the use of the Service are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. Moreover, Proximus does not, however, guarantee that these security procedures will prevent the possibility of loss of or damage to transmitted data or of unlawful access to this data. In accordance with the General Terms and Conditions, Proximus is subject to an obligation of means in this respect.

5.3.8. 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.

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5.3.9 The Customer shall be informed by any appropriate means if Proximus is required to change or terminate this Agreement as a result of Belgian and/or European legislation and/or regulations. Any such changes or termination will be deemed by both Parties to be force majeure. Proximus can make any such changes, or terminate the Agreement with immediate effect, without having to pay any compensation whatsoever to the Customer.

5.3.10. The Customer shall promptly notify Proximus of any changes in his organization which could influence the Agreement.

5.4. Reporting

5.4.1. The Customer acknowledges that the information and data provided by the Service are for information purposes only and that, consequently, Proximus cannot be held liable for any conflicts between the data and information provided by the Service and that provided in his own documents.

5.4.2 Proximus cannot be held liable by the Customer for any damage or claims by third parties related to the consultation and use of the data and information provided by the Service and/or the content of this data and information.

5.4.3 The Customer is responsible for any use or consultation of the data and information provided by the Service which does not comply with this Agreement, for any improper use of this data and information, and, in general, for any injudicious use or consultation.

Customer has been informed and accepts that Proximus and its employees shall have access to the Service for development purposes, maintenance, to carry out changes, or any other activity which is needed to ensure the proper functioning of the Service.

5.5. Payment and billing

5.5.1. As soon as the Service is activated (whether or not a connection and whether or not the End Users have configured their devices and defined a username and password), the Service fee will be billed to the Customer on a monthly basis, in arrears. The amount to be billed will be based on the number of activated SIM cards on the Service.

5.5.2. The monthly Service fee does not include mobile phone, the mobile services on the mobile network nor internet access on mobile network services and any other fees or charges.

5.6. PROTECTION DES DONNEES A CARACTERE PERSONNEL

The Customer warrants that in respect of all personal data from its End Users processed during the course of this Agreement, it shall have notified each End User of the nature of the personal data processed and the purposes for which that personal data are processed. This shall be done by means of policies or any other documents which are communicated to the End Users and available at all times to them. The Customer shall ensure that it has obtained in due time from its End Users all necessary consents to the supply to Proximus and the processing by Proximus of personal data for the purpose of performance of the Agreement and supply of the Service. The Customer shall hold Proximus harmless against and compensate Proximus for any actions, claims, damages or any expenses whatsoever which Proximus may incur as a result of the related communication and process of personal data.

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Annex 1 TERMS OF USE Proximus Smart Wi-Fi for mobile

ARTICLE 1. - DEFINITIONS

End User: natural persons bound to the Customer by a fixed-term or open-ended employment contract, for the entire duration of the Contract and for whom the employer has subscribed to the Proximus Smart Wi-Fi for Mobile Service.

Proximus Smart Wi-Fi Community Network : all the Smart Wi-Fi Hotspots situated in Belgium.

Service: mobile internet access to Proximus Smart Wi-Fi hotspots in Belgium for mobile voice users via activation of this access on the individual MSISDNs of the End User

ARTICLE 2 – RIGHTS TO ACCESS AND USE

Proximus grants the End User a temporary, non-exclusive, personal and non-transmissible right to access and use the Smart Wi-Fi Community Network.

The End User acknowledges that he does not acquire any other right. Therefore, the End User shall not have the right, in any way, to transmit or commercialize the Service, neither to make the Service available to third parties.

ARTICLE 3 - USAGE

3.1. The End User agrees to use the Service in accordance with these terms of use.

3.2. The End User shall use the Service in a responsible manner. He/She shall ensure that network traffic is not disturbed nor the Service is not jeopardized by its action or inaction.

3.3. The End User shall preserve the secrecy and confidentiality of any identification code (password, user name, etc.) provided to him. The End User shall be solely responsible for all use of these identification elements. The End User shall immediately modify its identification code in the event of loss, theft or fraudulent use of these elements and notify its employer of this event.

3.4. Rules of use applicable to surfing

3.4.1. The End User shall not: (1) commit any acts of computer piracy, cracking, or hacking involving the Proximus network or any other system; (2) gain illegal access to, change or destroy the data on the connected networks; (3) disrupt the proper functioning of the Service, or jeopardize its accessibility, use or performance by generating large amounts of traffic (flooding); (4) 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. (5) download 500 GB or more on a sim card.

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3.4.2. The End User 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.

3.5 Rules of use applicable when sending e-mails

3.5.1. The End User 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 End User 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.).

3.5.2. The End User will keep the same identifier(s) and electronic address(es) 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 End User's request, provided that this is technically feasible and the identifiers are available.

3.5.3. The End User 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 User must immediately respond to and meet this request.

3.5.4. End Users managing distribution lists must: (1) - 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 User managing the distribution list, and shall be presented in case of a complaint concerning spamming; (2) - offer an opt-out in each of their messages; (3) remove addresses from their lists that are returned to the sender;

3.5.5. 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's 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).

3.5.6. It is strictly forbidden to use e-mails in order to: (1) distribute data that violate the law (child abuse material, xenophobic documents, defamatory or abusive comments, malware, etc.); (2) harm others (phishing, mail bombing, flooding, spreading of viruses, violation of privacy, infringement of intellectual property rights, etc.).

3.6. Rules of use regarding the creation and/or distribution of content over the Internet (e.g. a comment posted on a discussion forum or blog)

3.6.1. The End User shall not: (1) 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; (2) publish any

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content that infringes on the intellectual property rights of third parties; (3) publish anything that violates the right to privacy or damages the image of third parties; (4) publish any content that is degrading, offensive, threatening, defamatory, or slanderous with regard to anyone; (5) 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; (6) 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.); (7) provide any advertising for services of a sexual nature; (8) 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; (9) publish or post any content that is not guaranteed to be free of viruses.

3.6.2. The content published by the End User shall not only comply with the principles set out in article 3.5.1. of these Terms of Use, but must also be regularly updated (especially when it contains criticism relating to the activities of third parties).

3.7. Proximus advises the End User not to transfer any confidential or sensitive information (personal data, payments, etc.) on the Smart Wi-Fi Community Network.

3.8. The End User agrees not to use the Service to upload or download large files in a manner that might cause impairment of the Service for the Hotspot owner or for other Hotspot users. The End User will not invade the privacy of the Smart Wi-Fi Hotspot owner in any way.

3.10. Recognizing the global nature of the Internet, the End User agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, the End User agrees to comply with all applicable laws regarding the transmission of technical data exported from its home nation, the country in which it resides, or any nation in which it is located when using the Service.

ARTICLE 4 – END USER LICENSE AGREEMENT

The software provided by Proximus in the framework of the Agreement is licensed by a Proximus supplier directly to the End User.

It is possible that during the installation and/or first usage of the software required for the Service, an End User License Agreement is presented to the End User in the framework of a click-wrap process. The End User undertakes to read and accept the terms of said End User License Agreement. Failing that, it shall refrain from using the software.

The End User shall maintain and be compliant with this End User License Agreement during the full contractual term. The breach of this End User License Agreement shall be deemed an unauthorised use of the Service.

ARTICLE 5 - PRIVACY

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The End User acknowledges and accepts that the Proximus Privacy Policies are applicable to the Service. Proximus Privacy Policy can be consulted on www.proximus.be or obtained by calling 0800 22 800..

ARTICLE 6 - PREVENTIVE AND COERCIVE MEASURES

6.1. The End User undertakes to comply with any other instruction of use that he/she might receive from Proximus or from his/her employer.

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.

6.3. Proximus reserves the right, in case the End User commits a repeated or material breach of its obligations under these Terms of Use or under the applicable law, or if required by the relevant authorities, to deny the access to the Service without any prior notice and to remove any customized content provided by the End User through the Service.