

## 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 SA public limited company of Belgian public law, "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'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).

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

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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.