

1. The TV Replay and TV Replay+ services are available to all Proximus TV customers and are subject to these specific conditions. Given that the TV Replay and Replay+ services imply that there is a main contract between Proximus and the customer relating to the Proximus TV service (hereinafter the "Main Contract"), the customer is also subject to the Proximus TV general conditions unless these specific conditions set out explicit different provisions, in which case these specific conditions shall take precedence over the Proximus TV general conditions. The Proximus TV general conditions are available at <http://www.proximus.be/conditions>
2. The TV Replay and TV Replay+ services are paid options available only to Proximus TV customers and which, at any time, allow them to go back up to 36 hours earlier on certain programmes broadcast on channels which are taking part in this service. The programmes in question are indicated by a specific icon in the electronic programme guide once the programme has been broadcast. The TV Replay option does not allow customers to fastforward either the forementioned programmes themselves or the advertisements in order to avoid viewing them. The TV Replay+ option does allow customers to fastforward either the aforementioned programmes themselves or the advertisements in order to avoid viewing them.
3. The prices for the TV Replay and TV Replay+ service options are set out in the valid commercial range at the time when the customer signs up to the TV Replay or Replay+ service (hereinafter "the Range"). Please refer to the Main Contract for billing and payment terms and conditions.
4. The customer hereby recognises and accepts that the TV Replay or TV Replay+ service only covers certain television channels and certain programmes on certain TV channels distributed by Proximus. The number and nature of the television channels which are part of the TV Replay and TV Replay+ services, and also these programmes, are likely to change depending upon agreements on intellectual rights governing these programmes. Proximus will inform customers of these changes as quickly as possible, doing so in any way which it may deem to be most appropriate. Changes of this kind are not considered to be substantial changes. No compensation is payable to the customer as a result of these changes. A list of the channels which are part of the TV Replay and TV Replay+ services is displayed on the www.proximus.be/tvreplay website.
5. The TV Replay and TV Replay+ services are offered "as is", without any kind of guarantee - either implicit or explicit - whatsoever. Proximus guarantees, limitations of guarantee and liabilities are those set out in the Main Contract. When Proximus may be held liable according to the Main Contract, this liability is limited to maximum equivalent to the monthly price paid by the customer for the TV Replay/TV Replay+ service option to which s/he has signed up with regard to any proven material and personal damage.
6. The TV Replay/TV Replay+ contract comes into effect on the day on which Proximus accepts the customer's subscription to one of the service's options and lasts for a term of 1 month, which is renewable by tacit agreement. The customer may terminate the TV Replay or TV Replay+ service at any time at no cost and without having to give any grounds by calling 0800/33 800 or at a point of sale. The termination shall become effective from the day following the end of the current monthly period subscription period. Furthermore, given that the TV Replay or TV Replay+ service is an accessory to the Main Contract, the TV Replay/TV Replay+ contract shall end automatically by no later than the day on which this Main Contract ends. In all cases in which the TV Replay/TV Replay+ contract ends at a time other than the end of the current contractual period, no specific compensation shall be payable for early termination of the TV Replay/TV Replay+ contract.
7. Reception terminal devices
The TV Replay and TV Replay+ services are convergent services which may be used on certain reception terminal devices, such as a conventional television and on laptops or desktop computers, mobile devices such as Apple Inc brand iPhones/smartphones and iPads/tablets and a selection of devices using an Android operating system, hereinafter the Devices. Furthermore, the TV Replay or TV Replay+ service is only available for devices which use the Apple iOS version 5/Android OS 4.1 or higher operating systems.
8. Proximus may alter these specific conditions as set out in the Main Contract's general conditions but, in any such case, the customer's right to end the TV Replay or TV Replay+ service applies only to this TV Replay or TV Replay+ service which is to be considered as a non-substantial option which is an accessory to the Main Contract and, as a result, the customer's right in this respect does not extend to the Main Contract.
9. Proximus reserves the right to alter the TV Replay or TV Replay+ service and/or the contract at any time and at the company's own discretion. Proximus shall inform the customer of any alterations in accordance with the principles set out in the Main Contract's general conditions. These alterations are applicable immediately.