

1. Definitions

For the purposes of the Contract, the terms below shall mean the following:

Service: the service described in Article 3, called "TV", which consists in offering the Customer a digital television service (*basic and add-on digital channel packages*) as well as interactive digital services via Proximus public limited company of Belgian public law hereafter referred to as "Proximus".

Content: any audio, visual, or audiovisual content, notably television programs included in the basic or add-on offers, the Electronic Program Guide, content featured in the "on-demand" catalog, programs from the football channel package, interactive content, whether or not related to the television programs, web applications or any other content accessible via the Internet, on the reception terminal (television, computer, etc.) of the Customer via the Service.

Contract: these General Terms and Conditions as well as Proximus' offer for the Service (or a variant when the Customer subscribes to the Service through an authorized Proximus' agent such as Scarlet), valid from the date of the Customer's order (hereinafter, "the Offer").

Decoder: the technical solution, notably any equipment, including its accessories (cables, remote control, keypad, etc.), required for the Service to function and which Proximus places at the Customer's disposal.

TV interface: screen devoted to the Service, accessible on the Customer's reception terminal.

Electronic Program Guide: an electronic program guide which is available via the TV interface and allows Customers to consult the programming information relating to the radio and television services available in the Digital Television Distribution Offer.

Pay per view: the possibility for the Customer to watch a program in real time by paying only for the program in question.

Customer: the natural or legal person with whom this Contract is concluded.

"On-demand" service or Video on Demand (VoD): service allowing the Customer to order and view, on simple request, an audiovisual program offered in a catalog. This access can be either 1) outside any subscription, based on the transaction, or 2) part of a subscription.

Digital Television Distribution Offer: TV commercial offer, composed of digital radio and television services. These television services form part of a "Basic Offer" or "Add-On Offer";

Football Offer: TV commercial offer, giving Customers access to football matches. Access can be through the Pay per View system for specific matches, or as part of the subscription packages.

Interactive Services: access to an interactive environment, such as pause live TV, "on-demand", interactive services, the Electronic Program Guide, recommendations service (personalized or not, depending on the Customer), and certain web applications adapted to the TV interface.

Invoice: the document referred to as invoice or any other document by which Proximus claims payment of its services or collects, in the name and on behalf of third parties, the amounts related to the services of these third parties.

2. Contractual Documents

2.1. The terms and conditions governing the provision of the Service are set out in these General Terms and Conditions, the Offer (the Proximus' offer communicated to the Customer and in effect at the time of the conclusion of the Contract or its variant if the Customer subscribes to the Service through an authorized Proximus' agent such as Scarlet), and the order form, where applicable. The Offer and, where applicable, the order form, form an integral part of the Contract. In the event of any discrepancy between the different documents, the General Terms and Conditions shall take precedence over any other document that is part of the Contract, unless:

- said document clearly and explicitly states that it prevails over the General Terms and Conditions; or
- the Customer purchased an Internet access subscription from another operator. In that case, since certain features will not be available, only the relevant parts of these General Terms and Conditions shall apply.

2.2. If the Customer has concluded the Contract with an authorized Proximus' agent such as Scarlet, the Service may be different in some respects to the Service provided to TV customers, e.g.

- certain features or TV channels may not be available;
- certain parts of the Service, such as support, billing, or payment collection may be directly executed by the authorized agent. In that case, the Customer will be duly informed, and any reference to Proximus in the text of these General Terms and Conditions will be

understood to also refer to the authorized agent and, for these parts of the Service, the Contract will be considered to be concluded between the Customer and said authorized agent.

2.3. The Contract is concluded between the Customer and Proximus. However, if the Customer subscribes to the Service through an authorized Proximus agent, for certain parts of the Service (e.g. marketing, support, billing), the Contract will also be considered to be concluded between the Customer and the authorized agent.

3. Service Description

3.1. General Description: the Service consists of the market launch of a commercial offer composed of the distribution of audiovisual Content and the provision of Interactive Services on the Customer's reception terminal. Where the Customer subscribes to the Service through an authorized Proximus' agent, the Service may be different in some respects to the Service offered directly by Proximus.

The Service is made up of different Offers (e.g. the Digital Television Distribution Offer, which is composed of the Basic Offer and the Add-On Offers, the "On-Demand" Offer, etc. and Interactive Services, whose exact composition and related subscription packages are described in the Offer made to the Customer.

After the activation of the Service and installation of the Decoder, in accordance with Article 5 hereafter, the Customer has access to certain Content, namely the Basic Offer and, where applicable, one or several Add-On Offers, the Electronic Program Guide, certain Interactive Services, and the Video-On-Demand catalog. The Customer can order Add-On Offers or other Interactive Services via 1) the call center, 2) the Proximus points-of-sale, 3) where available, via the Internet, notably www.Proximus.be/pickx/en or 4) where available, via the TV interface. Access to the Offers and Interactive Services ordered is provided as soon as possible.

If the Offers and Services are ordered remotely, e.g. via the Internet or the TV interface, the Customer does not have the right to cancel, within 14 calendar days, any Offers or Services which have already started with the Customer's consent.

The Service includes a technical device which enables the Customer to subject access to certain Content of his choice to the use of specific access codes or identifiers (hereafter, PIN code). This system makes it possible, for example, to prevent an underage user from viewing a program that could be harmful to him, or from ordering goods and services online. The parental control codes are activated by default. The Customer must deactivate these codes to access certain content. He can modify his personal access codes. The Customer assumes full responsibility for how his identifiers are used and for their communication to other users. Any use of the Service after the introduction of the Customer's PIN code shall be deemed to have been made by the Customer or with the Customer's authorization.

Proximus makes a helpdesk available to the Customer at the times and telephone numbers indicated in the Offer.

3.2. Basic Offer:

The Basic Offer made available to the Customer up to the Decoder (the Customer being responsible for his reception equipment) consists of the following:

3.2.1. Basic Offer: there are several Basic Offers, each consisting of a certain number of radio and television services (national and international). This Offer is the first service level offered to the Customer. Proximus may temporarily give new Customers free access to this Offer, as a promotion. Access to this Offer is subject to these General Terms and Conditions.

3.2.2. Electronic Program Guide: application made available to Customers which allows them to consult the programming data of the radio and television services available on the Service, and, where applicable, to program the Customer's recordings on demand. The data contained in this Electronic Program Guide is provided by radio and television services, and Proximus cannot be held liable in case of an error or omission.

3.2.3. Access to the Video on Demand catalog: the subscription to the Basic Offer also gives the Customer access to the Video on Demand catalog. This catalog is made up of different categories: programs which are directly linked to a certain television service available on the Service or independent audiovisual programs. The Customer may, at any time, order and rent each item of the catalog free of charge for certain programs or by paying a subscription or a flat-rate fee per item. The programs rented will be made available to the Customer for a minimum of 24 hours, and the payment of the rental will be booked in accordance with Article 11. The price per transaction will be posted on the interface of the Service prior to the order, and will appear on the first bill following the order. The Content

is delivered to the Customer directly after the order, so the Customer cannot withdraw from the purchase.

The Customer may not copy or reproduce any item of this catalog.

Proximus may temporarily give new Customers free access to certain programs, as a promotion. Access to these programs is subject to these General Terms and Conditions.

3.2.4. Access to interactive applications related to television service programs: Proximus may, in cooperation with certain television services, offer Customers the possibility to participate interactively in certain programs via the remote control of the Service (e.g. voting, competitions, interactive games, etc.). The costs can be billed to the Customer per participation via the billing of the service. The use of these interactive applications will be billed per transaction or program. The price of the transaction is posted on the Customer's screen before the transaction and will appear on the first bill following the order. The delivery of the Service is carried out immediately after the order, so the Customer cannot withdraw from the purchase.

3.2.5. Access to the ordering service via the Service: where this feature is available, it enables Customers to subscribe to certain Add-On Offers or extra applications directly via the Service. Subscriptions to these Offers or services will be billed via the billing of the Service.

3.2.6. Access to certain interactive Internet applications: where these applications are available, the Service enables Customers to visit information sites in which Proximus partners present their products and/or services. Proximus is not responsible for the information presented in these applications. Proximus is not liable, therefore, for the content of this information, for any offers from third parties, or for the follow-up or aftersales services of any orders the Customer might have placed.

As regards the Interactive Internet Applications, the Customer acknowledges and accepts that the applications may be subject to supplementary terms and conditions, e.g. concerning Internet access or communication applications such as e-mail. To access such applications, the Customer must accept the applicable supplementary terms and conditions which will be communicated to him by any means Proximus deems appropriate.

3.2.7. The record, pause, rewind or fast-forward functions on the programs, where authorized by the persons with the rights to these programs, allow Customers to record programs automatically or otherwise on the Decoder's hard disk or, where applicable, on the Proximus' network, and to watch these programs whenever they like, in the privacy of their homes.

3.2.8. Access to a recommendations service. This service allows the Customer to receive recommendations on Content that might interest him. These recommendations can be personalized, if the Customer wishes. If the recommendations are personalized, they can be based on the Customer's personal data and his use of Proximus' services, especially the Service.

3.3. Add-On Offers:

3.3.1. In addition to the Basic Offers, the Customer can also subscribe to one or several Add-On Offers, which are available to Customers who have already subscribed to the Basic Offer. These paying Add-On Offers consist of television services with the same theme (e.g. sports, music, culture, film, children, nature, etc.).

Proximus can temporarily give new Customers free access to the Add-On Offers, as a promotion. Access to said Offers is subject to these General Terms and Conditions.

Proximus shall make available to the Customer all the Add-On Offers for which he has subscribed up to his Decoder, the Customer being responsible for his reception equipment.

3.3.2. As regards the Add-On Football Offer, the Customer can subscribe to one of the specific football subscriptions (My Club, All Foot, Pay Per View, Multilive), and he acknowledges that Proximus cannot be held responsible for any match cancellation or postponement. If the Customer ordered the cancelled or postponed match via

Pay per View, Proximus will reimburse the Customer for the order. If the cancelled match was ordered by the Customer via a subscription package (i.e. not via Pay per View), the Customer will not be reimbursed since, in principle, the match will be rescheduled by the organizers.

3.3.3. The Customer can also subscribe to the record and pause service. This service allows Customers to record programs automatically or otherwise on the Decoder's hard disk or, where applicable, on the Proximus' network, and to watch them whenever they like, in the privacy of their homes. The person who has a right to the programs may deactivate the record function, making it impossible for the programs to be recorded. The same applies to the access to the function that allows you to pause, rewind or fast-forward a program.

4. Subscription to the Service

4.1. The Customer's subscription to and use of the Service are only valid for one telephone line at a time, the assumption being that:

- the Customer has a compatible reception monitor (television set, computer, etc.) which is equipped, in case of a television, with a SCART connector and a modem that is compatible with the Service;
- the Customer has, from Proximus where applicable, a telephone line (Classic line) or a broadband Internet access with sufficient capacity, which is indicated in the Offer as being compatible with the Service, and for which there are no payments in arrears;
- on the line concerned, there are no broadband Internet access services provided by another operator which are technically incompatible with the Service;
- the line concerned is located in the geographical area covered by the Service and is qualified by Proximus as being compatible with the Service when the subscription is taken out and when the Decoder is activated.

The Customer can connect several reception terminals to the Service, subject to technical capacity (check availability with Proximus), with up to three reception terminals, or a maximum of two television sets, depending on the bandwidth available on the Customer's line. Each reception terminal must be connected to a Decoder.

Proximus will make additional information available to the Customer about the technical specifications relating to the compatibility of the Customer's equipment with the Service. For the remainder, the Customer is solely responsible for the compatibility of his own equipment with the Service.

The Customer acknowledges and accepts that Proximus may, without additional notice and in order to ensure the quality and support of the Service, connect remotely and, where applicable, restart and manage the Customer's equipment related to the Service and located between the Proximus network termination point and the Decoder. In this context, the Customer will follow the instructions provided by Proximus.

4.2. Subscription to the Service entails the installation and activation of the Decoder at the Customer's premises. Where it is possible to order several Decoders, the Customer will pay the delivery and installation charges plus the rental fee or purchase price for each Decoder ordered. Add-On Offers can be ordered separately, at any time during the contractual term, in accordance with the provisions of said Contract.

4.3. Moves: Customers who move to an area where the Service is available can bring their Decoder with them to their new address and keep their personal settings. In such cases, a new appointment must be made with Proximus to install the Decoder and activate the existing Service at the new address. The Customer may be charged a fee for the reactivation of the Service.

4.4. The Service requires the use of a Decoder and, in certain cases, additional technical equipment which Proximus makes available to the Customer for this purpose. The conditions of use of the Decoder and this technical equipment are described in Article 8.

4.5. A request to subscribe to the Service can be refused for any of the following reasons:

- a) the person refuses to accept these General Terms and Conditions, notably Article 4.1;
- b) the person does not comply with his obligations under another contract that binds him to Proximus;
- c) in case of fraud or serious doubt concerning the person's solvency;
- d) the person provides a false or erroneous identity;
- e) the person refuses to provide proof of an unconditional bank guarantee at first request by Proximus.

5. Installation and activation of the Decoder

5.1. Proximus provides the Customer with the Decoder, subject to stock availability and in accordance with Article 8. Depending on the Offer, the installation may be performed by the Customer himself, by Proximus or by authorized third-party technicians. The Customer shall install the Decoder only on the agreed line and in accordance with the user instructions received.

Once the Decoder has been installed, the Customer must activate it by entering the identifiers requested.

5.2. Where the parties agree that Proximus should perform the installation, they will jointly set a time and date for this to be done. Proximus is not responsible for any unavoidable damage caused to property during the performance of work that is necessary to install or remove the Decoder.

5.3. Unless otherwise agreed with the Customer, Proximus shall take all the necessary steps to activate the Service within five working days for an

installation of a Decoder carried out by the Customer, and within 15 working days for an installation carried out by Proximus.

6. Guarantees relating to the Service

6.1. Proximus shall use all its expertise to provide the Customer with an uninterrupted Service of the highest possible quality. In the event of a problem, the Customer must inform Proximus as soon as possible. Proximus will then make every reasonable effort to resolve the problem.

6.2. Proximus may interrupt the Service to carry out maintenance or repairs or to modify or extend the network. If the Decoder does not appear to be protected, Proximus has the right to interrupt the Service immediately until security is restored. Proximus shall limit the duration of such interruptions to the time strictly necessary. As far as possible, except in the event of an emergency and provided it is reasonably practicable, the Customer will be notified in advance of any work likely to affect the reception of the Service. If the reception of a large number of Customers' is interrupted, Proximus reserves the right to notify the Customer through a general public notice on the Proximus TV interface of the Service or by any other means Proximus deems appropriate.

7. Changes to the Service

The Service is upgradeable. Proximus reserves the right to modify, at any time, not only the technical characteristics of the Service but also the Offers and their composition, particularly the number or nature of the radio and television services distributed or the composition of the VoD catalogue, for commercial, legal, economic or technical reasons. Proximus shall endeavour to retain a more or less equivalent Offer. Proximus will inform the Customer of any such changes as soon as possible, by the means it deems appropriate. The Customer is not entitled to any compensation as a result of such changes.

8. Decoder

8.1. Rental option

8.1.1. If the Offer provides for a Decoder rental option and the Customer chooses this option, Proximus or its authorized dealers will provide the Decoder to the Customer under a rental arrangement, subject to stock availability.

Such right of use is strictly non-transferable and the Decoder remains the property of Proximus and its suppliers. The Decoder may not in any way be sold, sub-rented, transformed, deposited as security or lent to a third party by the Customer, the latter having no right of ownership whatsoever over the Decoder.

8.1.2. The Customer is solely responsible for ensuring that the Decoder is used and looked after with due diligence. The Customer is responsible for any deterioration, loss, theft or destruction of the Decoder, regardless of the cause of the damage, except if the deterioration, loss, theft or destruction is attributable to Proximus. Proximus recommends that the Customer insure the Decoder with his insurance company (as part of a multiple-risk house insurance policy).

8.1.3. The Customer must inform Proximus as soon as possible if the Decoder is lost or stolen. If necessary, a copy of the police statement in which the theft is reported to the competent authorities must be submitted to Proximus. The Customer must refund Proximus for the flat-rate amount of €149.

8.1.4. Only Proximus is authorized to modify, maintain or replace the Decoder and to perform any repairs to it. If the Decoder does not function or malfunctions, the Customer shall inform Proximus immediately and return the Decoder to a Proximus point-of-sale or to the place and under the conditions indicated to him. Proximus will make every effort to replace the Decoder with all due speed, subject to stock availability. Only Proximus can determine which technical means are appropriate, and its liability is limited to the replacement of the device. In case of a fault not attributable to the Customer or a remote technical intervention on the Decoder, the Decoder will be repaired or exchanged free of charge during the contractual term, provided that the Customer's account does not show any arrears or other irregularities. Proximus is not liable in any way for any loss of the Customer's personal data stored in the Decoder.

8.1.5. The Customer is required to return the Decoder in its original state - apart from normal wear and tear - to a place of rental authorized by Proximus or to the place and under the conditions indicated to him, by no later than three working days after the end of the Contract, regardless of the reason for its ending. If the Decoder is not returned within this period, the sum of €149 will be charged to the Customer. The Customer is

required to compensate Proximus for any degradation to or fault in the Decoder that is not the result of normal use.

8.2. Purchase option

8.2.1. If the Offer provides for a Decoder purchase option and the Customer chooses this option, Proximus or its authorized dealers will sell the Decoder to the Customer, subject to stock availability. The Customer will then become the owner of the Decoder but his subscription to the Service remains strictly non-transferable.

The purchase option is no longer available for Decoders linked to Offers subscribed after November 2, 2015, given that the Offers no longer provide this purchase option since as from that date.

8.2.2. Delivery is deemed to take place when the Decoder is collected by the Customer or is received at the delivery address. All delivery costs must be paid by the Customer.

If Proximus makes the delivery, the Customer or the person appointed by the latter must ensure, as soon as he receives the Decoder that it corresponds to what the Customer ordered.

8.2.3. The Decoder remains the property of Proximus until it has been paid for in full. Until then, the Customer may not transfer, transform, deposit or pledge as security or lend the Decoder to a third party in any way, the Customer having no right of ownership whatsoever over the Decoder. If the Decoder is seized or in any other way claimed by a third party, the Customer must oppose this and notify Proximus immediately to enable the latter to protect its proprietary rights. The risks will transfer to the Customer when the Decoder is collected or delivered. From then on, the Customer will be liable for all risk of loss, theft or destruction, in full or in part, of the Decoder.

8.2.4. Without prejudice to the Customer's statutory rights, the Decoder or any other equipment sold by Proximus is covered by a "material" warranty against any material failure or manufacturing defects. The length of the warranty is two years, unless otherwise specified in the Contract. The warranty period starts on the date that the Decoder is collected or delivered, or the date on the bill of any other equipment sold by Proximus. The warranty only applies where the Customer uses the terminal equipment with all due diligence and under normal conditions. The warranty is honored only on presentation by the Customer of the bill, receipt or ad hoc certificate provided by Proximus. Proximus will make every effort to ensure that the Decoder is returned to proper working order as soon as possible. Proximus has sole discretion as to the repairs and/or replacements to be made. However, the Customer has the right to demand that Proximus repair or replace the Decoder free of charge, unless this is impossible or disproportionate.

If the Customer fails to inform Proximus of a compliance failure within two months of the error being detected, the Customer will lose all his rights under the law governing consumer sales, and also the right to claim damages and interest.

Under the warranty, the Customer must contact the competent technical service or return the defective Decoder or any other equipment, in its original packaging or other packaging that offers similar protection, to a Proximus point-of-sale or to the place and under the conditions indicated to him. Whether the Decoder or any other equipment is repaired on-site, replaced or brought to the repair shop will depend on the type of fault.

The warranty on a repaired or replaced Decoder or any other equipment will lapse on the expiry date of the warranty provided when the equipment was purchased, plus any repair and/or replacement periods, but will never be less than three months.

The warranty does not cover:

- a) damage of any kind that does not predate the sale;
- b) damage, faults or defects attributable to the Customer or to causes unrelated to the device: accidental damage, improper use or poor maintenance, failure to comply with the instructions in the user manual, lightning, humid conditions, power surges and any other case of force majeure;
- c) the repair or replacement of movable parts (cords, wires, plugs, aerials, etc.), consumables (cells, batteries, paper, ink, etc.) and the supply of cleaning products;

The warranty does not apply:

- if any changes or repairs to the Decoder are undertaken by the Customer himself or through the services of persons not designated by Proximus;
- if the Customer removes or tampers with the manufacturer's serial numbers and/or brand names on the Decoder.

Proximus is not liable in any way for any loss of the Customer's personal data stored in the Decoder.

8.3. The Customer is expressly informed that Proximus reserves the right to modify the Decoder, or any other equipment, at any time, in the event of technical constraints or to improve the Service. Such modifications may be performed remotely and automatically, but it is also possible that new models of Decoder or any other equipment are released on the market.

As far as possible, Proximus will endeavour to preserve the compatibility of the old models of Decoders or any other equipment with the evolution of the Service. However, when such compatibility can no longer be assured, the Customer must take the necessary steps to replace the Decoder or any other equipment if he wants to continue subscribing to the Service.

8.4. The Customer recognizes and accepts that this Decoder or any other equipment is protected by various intellectual property rights of Proximus or of its suppliers and that its composition must be considered as confidential. With respect to the elements of the Decoder, or any other equipment, protected by said rights, Proximus grants the Customer a personal and private right of use, for the sole purpose of enabling the proper performance of the Service. The following is prohibited and likely to result in criminal proceedings: any unauthorized use, in particular disassembly or combining the device with unauthorized equipment; copying, modifying or decompiling the computer programs; communicating these programs to the public or installing them on other hardware; the fact of establishing or having a third party establish a connection on the network or of using equipment other than that stipulated in the Contract, notably pirate decoders, cards or modems that make it possible to access the Service.

In some cases, where certain components of the Decoder or any other equipment are concerned, additional licensing conditions for certain computer programs will be communicated to the Customer.

The Customer shall not remove or conceal any brands or marks of ownership on the Decoder or any other equipment, nor remove or render invisible the serial numbers of its various components. Any breach of these obligations may result in civil and criminal proceedings.

8.5. The Customer recognizes and accepts that the Decoder is linked to his telephone line and that he is responsible for the Decoder's use. The Customer shall inform Proximus immediately if he has stopped using the Decoder, so that Proximus can deactivate it. Proximus shall deactivate the Decoder within three working days. Until such deactivation, the Customer remains liable for any use made of his Decoder.

9. Intellectual property rights to the Content

9.1. The Content provided to the Customer is protected by the law on intellectual property rights, in particular copyright and related rights, and by other rights exclusive to third parties. The price paid by the Customer includes the amounts allocated to the various persons with the rights to the content. Proximus reminds the Customer that piracy harms artistic creation, and any use of the Content that is not explicitly authorized, and any actions to bypass the technical measures protecting the works constitute acts of piracy likely to result in civil and criminal proceedings being instituted by Proximus and the rightful owners.

9.2. The Customer recognizes and accepts that the Service, including the Decoder, is only for his personal and family use. This means, for example, that the Customer cannot use or authorize the use, recording, copying or fixing of the Content by third parties, either by distributing it or by copying it for third parties. The Customer is warned that it is strictly prohibited to allow a third party to access the Service via the connection on the Decoder or the Customer's telephone line, or to use the Service for commercial purposes. The Customer must notify Proximus as soon as possible of any loss or theft of the Decoder to allow Proximus to combat any fraud. The Customer's liability shall not cease until 24 hours after such notification. Proximus may also block or restrict the recording and fixing of certain Content at the request of the persons with the rights to the program concerned.

9.3. The Customer shall not bypass any technical measures protecting the Content or restricting its use, and shall comply with all restrictions communicated to him with respect to the use of said Content. The Customer acknowledges that some Content is made available to him on condition that he does not record it.

9.4. The Customer shall hold Proximus harmless in the event of any claims or actions by third parties resulting from the Customer's unlawful use of the Content or Service, or from a use not authorized by the Contract.

9.5. Unless explicitly stated otherwise, the Service is exclusively intended for use in the privacy of the Customer's home. Any other use, whether in return for payment or not, is prohibited. It is in particular prohibited to distribute or communicate the Service, in full or in part, to the public, to make it available outside the privacy of the home or to make it public in any way whatsoever. The Customer holds Proximus harmless in the event of any appeal resulting from a use which does not comply with these General Terms and Conditions.

10. Responsibilities and guarantees

10.1. Proximus shall make every reasonable effort to provide an uninterrupted service, to ensure that the Service is of good quality and to rectify any malfunctions. However, Proximus does not give any guarantees as to the flawless or uninterrupted functioning of the Service.

In addition to the interruptions cited in Article 6.2., Proximus may interrupt the Service at any time, ipso jure, without prior notice and without being required to pay compensation, if:

- the terminal and private installation is likely to jeopardize the proper functioning of the Service or the Proximus network in general;
- the Customer uses the Service in a manner that is not authorized, notably by pirating, or allowing the pirating of, the programs.

10.2. Proximus has no influence on third-party Content and therefore does not assume any correlative liability or give any guarantees on the quality or legality thereof. Nor is Proximus liable for third-party services and their billing when these are provided via its network or the Service. In general, Proximus assumes no liability for the Content and changes to scheduling or to programs produced by third parties or imposed by legal and regulatory provisions.

10.3. The Customer is warned and accepts that using the Service may affect the speed of his Internet access and accepts this drawback.

10.4. 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. Moreover, the Customer recognizes and accepts that Proximus cannot be held liable for any intangible damage, nor for damage such as loss of income, loss of profit, business interruption, or loss of or damage to data. Without prejudice to the mandatory legal provisions, in all cases where Proximus may be held liable, such liability shall be limited to the equivalent of three months of subscription charges for the basic package.

10.5. 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.

11. Prices, billing and payment

11.1. For Customers who subscribed to the Service through Proximus, the amounts which are not due at the time that the Contract is concluded or the Decoder is delivered are listed on the Customer's Proximus bill, in accordance with the terms and conditions and procedures established in the general terms and conditions of Proximus relating to the telephony service or the Customer's Internet access with Proximus. The general terms and conditions are available on request or via Proximus website.

11.2. For Customers who subscribed to the Service through an authorized Proximus agent such as Scarlet, the billing and payment collection will take place in accordance with the general terms and conditions of that authorized agent.

If the authorized agent does not bill the Service on his own behalf, but simply manages the collection of the payment of the Service on behalf of Proximus the Customer will receive a statement relating to the Service. The Customer will pay the amount indicated on this statement to the agent, but if he needs a bill that is valid in the fiscal sense, he will have to contact Proximus.

11.3. The price of the Service only relates to the Service, and does not include any costs relating to a telephone line or Internet access.

The first bill contains

- the Service activation charges;
- where applicable, charges for the delivery and installation of the Decoder and the Service;
- where applicable, the price for renting the Decoder and/or the options ordered, calculated pro rata from the date on which it was activated until the date on which the bill is drawn up;
- where applicable, the price of each Offer ordered, calculated when the Offer is provided in the form of a pro rata subscription from the date on which this Offer was activated until the date on which the bill is drawn up;
- amounts already known to be due for the next billing period of the Service.

11.4. The subsequent bills will include amounts already known to be due for the next billing period of the Service and any additional amounts that have become known in the meantime as being due for the previous period.

11.5. Proximus may review and adapt its prices once a year, during the month of January, according to the consumer price index.

11.6. In certain cases, Proximus offers a cash collecting service, i.e. it allows the Customer to pay via his Proximus bill for products/services distributed via its network but sold by third parties. As the third party is the seller, the purchase contract is directly concluded between the Customer and the third party. Proximus role is limited to facilitating the payment. Proximus shall not bear any responsibility for the proper execution of the purchase contract itself. In case of a complaint, the Customer must contact the third party directly. The amount related to this purchase, 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, he must contact the third-party seller in advance.

12. Changes to the Contract

12.1. Proximus reserves the right to change the characteristics of the Service or the contractual terms relating thereto at any time. It will notify the Customer of these changes by the means it deems appropriate. The publication of a notice on the TV interface of the Service or an indication of the change on the bill are deemed appropriate means of notification.

12.2. These changes will enter into effect immediately unless they involve a substantial change in the contractual terms and conditions, at the Customer's expense, or a price increase or indexation. Where this is the case, the new terms and conditions will enter into effect 30 calendar days after notification has been given.

12.3. If the Customer does not accept a substantial change in the contractual terms and conditions, to the detriment of the Customer, he may terminate the Contract without having to pay any penalties, by no later than the last day of the month following the entry into effect of the change. If the Customer does not accept a price increase, he may terminate the Contract without having to pay any penalties, by no later than the last day of the month following the first bill after the entry into effect of the increase. The termination can be done in writing. If the Contract is not terminated within the above-mentioned period, the Customer will be deemed to have accepted the new terms and conditions. However, all amounts relating to the Offers ordered for which the billing period is already underway, will be due.

13. Personal data

13.1. Data of a personal nature provided by the Customer and data collected by Proximus concerning the Customer's use of the Service are entered into the databases of Proximus (Bd du Roi Albert II, 27, B-1030 Brussels).

This data is processed for the following purposes:

- the proper performance of the Contract;
- customer management;
- conducting market surveys and establishing user profiles;
- investigating fraud, such as breaches of intellectual property rights;
- providing information on or promoting the products and services of the Proximus Group by any means, notably by letter and/or e-mail. This information can be personalized on the basis of the Customer's use of Proximus products and services. If the Customer does not wish to be contacted in this regard, he may oppose this by sending a request to this effect on [MyProximus](#).

From 1st September 2016 : Advertising on TV can be adapted to the customer's profile. This profile is based on his customer data, i.e. his administrative data, as well as the use he makes of TV or of other Proximus services. If the customer does not like to watch targeted advertising on TV, he can adjust his settings through MyProximus.

The collected data may be communicated to third parties if this is necessary for the provision of the Service or if the Customer has given his consent for the data to be communicated, or if Proximus is required by law to communicate data such as the name, address, date of birth, start date of subscription, etc. to the tax authorities of the Walloon region.

The data collected may be made anonymous and aggregated by Proximus for internal and external reporting regarding viewing habits

13.2. The Customer may obtain a copy of his own personal data from Proximus, free of charge, by submitting a dated and signed request setting out proof of his identity to Proximus Customer Care department, and may obtain the rectification of any incorrect, incomplete or irrelevant data.

13.3. The Customer must inform Proximus in good time of any changes in the data provided to Proximus in connection with this Contract.

13.4. If the Customer subscribed to the Service through an authorized Proximus agent, the same principles as those set out in the preceding paragraphs will apply to that authorized agent, insofar as the Customer's personal data is also collected by said authorized agent.

14. Conclusion and term of the Contract

14.1. The Contract is concluded from the moment that Proximus accepts the Customer's subscription to the Service. However, following the activation of the Decoder, Proximus may deem the quality of the Service to be insufficient because of technical reasons which did not become apparent until that point in time. In this case, the Contract is terminated immediately and retroactively, without either party being liable to pay compensation.

14.2. Unless otherwise agreed, the Contract is concluded and takes effect on the day that Proximus accepts the request 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 may terminate the Contract in accordance with Article 15.

If the Contract is concluded with a professional (non-consumer) Customer, and in the cases permitted 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 15.

14.3. During the performance of the Contract, the Customer may order the different Offers of the Service.

As for the thematic offers, during the first month of their initial subscription, Customers can, without having to pay a penalty, change or cancel their order and only pay for the costs proportionate to the number of days during which the thematic Offer was subscribed to.

14.4. If, during the contractual term, the Customer has ordered Offers whose subscription period extends beyond the Contract expiry date referred to in Article 14.2 above, the Contract - where these Offers are concerned - will be automatically extended until such time as the Customer's current subscription period for the Offers concerned expires.

15. Termination by the Customer and Easy Switch

15.1 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 the following subparagraph and in article 15.2. Proximus sends a written confirmation of the cancellation date, taking into account the technical specificities.

Compensation may be requested from the Customer (professional or consumer) who has subscribed to a joint offer implying that the Customer received, free of charge or at a lower price, a terminal equipment, the obtaining of which was linked to the subscription of one or more service(s) for a definite or indefinite period. 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.

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

- 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.

- 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.

15.3. Customers who would like to migrate his TV service (and, if so, his Internet access service) to another operator must address the latter. Unless explicitly mentioned otherwise by the Customer, this operator shall take the necessary steps with Proximus on the Customer's behalf.

The Customer must also indicate whether he wishes to have his fixed line and/or his mobile number(s) canceled or ported.

However, Proximus will refuse the migration if the operator to whom the Customer wants to migrate his service(s) does not comply with the legal migration procedure.

The migration of the TV service (and, if so, the Internet access service) will result in the termination of the contract governing said service(s) and the cancellation of all complementary or optional services linked to these services.

www.mediateurtelecom.be), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.

15.4. The Contract will end immediately, ipso jure and without prior notice, in the event that either party suspends payments, becomes insolvent or bankrupt, goes into liquidation, or in the event of collective rescheduling of debt.

15.5. Proximus has the right to immediately terminate the Contract, ipso jure, without prior notice and without having to pay any compensation to the Customer, in case of serious misconduct by the Customer, notably:

- if the Customer disrupts the Service or, in general, Proximus' network;
- if the Customer makes fraudulent use of the Service or Decoder, notably through an act of piracy, attempted piracy or by providing the Content to third parties;

- in case of fraud or serious doubt concerning the Customer's solvency.

Moreover, in the event of deceit or fraud by the Customer, Proximus may demand, in addition to payment of the amount due for the period in which the Service was provided, payment of damages and interest to cover all technical, administrative and legal expenses resulting from this deceit or fraud.

15.6. In the event that the Customer subscribes to the Service without ordering any Offer or without actively using the Decoder for at least three months, Proximus is entitled to terminate the Contract immediately, ipso jure and without having to pay the Customer any compensation whatsoever.

15.7. In the event that the Customer does not comply with his contractual obligations or fails to respect his obligations under another Contract that binds him to Proximus, the latter shall have the right to completely or partially suspend the Service.

15.8. Apart from the cases cited above, either party may terminate the Contract without penalty if the other party fails to comply with its obligations. Termination will only take effect if the party at fault fails to rectify the situation within 15 calendar days of being served notice by any appropriate means, if Proximus terminates the Contract, or by any written means, if the Customer terminates it.

15.9. Where the Service is technically linked to the existence of a Proximus telephone line or broadband Internet access, any suspension or termination of the Contract between Proximus and the Customer for this telephone line or Internet access as a result of a fault by the Customer, will automatically imply that the Contract for the Service is also suspended or terminated.

15.10. If, in the case of an Offer, an equipment other than the Decoder (e.g. a modem or router) was provided to the Customer free of charge, and the Customer or Proximus terminate the Contract, the Customer will have to return said equipment within three working days of the termination of the Contract. If the equipment 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 this equipment that is not the result of normal use.

16. Transferability of the Contract and subcontracting

16.1. The Customer may not transfer the Contract to a third party without the prior written consent of Proximus. 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. The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations arising from the Contract.

16.2. Proximus is authorized to transfer all or part of its rights and obligations under the Contract to a third party. Proximus is also entitled to have all or part of its obligations implemented by a subcontractor of its choice. In that case, Proximus remains liable vis-à-vis the Customer for the proper execution of its obligations by the subcontractor.

17. Applicable law and dispute settlement

The Contract is governed by Belgian law. The Belgian lower courts have sole jurisdiction for all disputes relating to the interpretation or performance of this Contract.

Any Customer who is not satisfied with the way in which a complaint has been handled can contact the Telecommunications Ombudsman's Service (Boulevard du Roi Albert II 8boite3 1000 Brussels, tel.: 02/223 06 06, fax: 02/219 86 59, plaintes@mediateurtelecom.be,