

Article 1 Definitions

1.1 The definitions used in these Terms and Conditions of Wi-Fi Hotspots are the same as those in the Conditions of Use and General Terms and Conditions of Internet, of which the Terms and Conditions of Wi-Fi Hotspots are a supplement, unless otherwise stipulated in the Terms and Conditions of the Wi-Fi Hotspots Option.

Fon Community Network The network of all Wi-Fi hotspots consisting of all the shared Equipment of Customers of the Internet Service, and all existing FON hotspots in Belgium, as well as all FON hotspots abroad.

Visitor A user who gains access to the Internet via the authorized shared use of Equipment that is part of the Fon Community Network.

Article 2 Object

Proximus public limited company of Belgian public law, exercising its activities under the commercial name Proximus, hereafter referred to as "Proximus", shall provide the Customer, who hereby accepts, the Proximus Fon service specified in these terms and conditions. The Customer acknowledges that Proximus can provide, not only the part of the subscribed Service used by the Customer, but also shared services to Visitors for separate use of the Customer's Equipment and connectivity, with minimal or no impact on the Customer's Service. The Equipment shared in this way shall automatically form part of the Fon Community Wifi Network.

Every Customer who is willing to share his Equipment, and thereby form part of the Proximus Fon Network, shall be granted access to all active Fon Community Wifi hotspots in Belgium and abroad, and hence, notwithstanding Article 4.12 of the General Terms and Conditions of Internet, shall also be able to use the Service subscribed to under the above-mentioned terms and conditions in a different location from the location in which the Service is installed, albeit without prejudice to other instructions of normal use set out in Article 4.12.

If a Customer does not want to share his Equipment, he can inform Proximus of this at any time by making an opt-out call to the Proximus service number 080033800. As a result of the opt-out, the Customer shall lose his right to access the Proximus Fon Wifi hotspots in Belgium and abroad.

Article 3 Access to the Wi-Fi Hotspots option

3.1 The Proximus Fon service is an option which the Customer can subscribe or cancel at any time, in accordance with the provisions set out in Article 3.2.

3.2 If a Customer wants the Wi-Fi Hotspots option, he must create a Fon Community identifier and password via MyProximus. The Customer can choose to opt out of the Fon Community Network at any time, free of charge, by calling the toll-free number 0800/20640, and if he wishes, can also opt in again to the Proximus Fon service via the toll-free number 0800/20640.

3.3 Proximus reserves the right to modify the Terms and Conditions of the Wi-Fi Hotspots option at any time by informing the Customer in advance. In case of a modification to the Terms and Conditions of the Wi-Fi Hotspots option, the Customer is free to cancel the Wi-Fi Hotspots option by calling the toll-free number 0800/20640, without Proximus being liable to pay any compensation to the Customer or Visitor.

3.4 Proximus reserves the right to cancel the Wi-Fi Hotspots option at any time, without Proximus being liable to pay any compensation to the Customer or Visitor.

3.5 The modification or cancellation of the Wi-Fi Hotspots option shall have no impact on the Internet contract, of which the Wi-Fi Hotspots option is only a free option for the Customer.

Article 4 Conditions of use of the Proximus Fon Wifi Network

4.1 Every Customer with safe Proximus Fon compatible Equipment automatically shares his Equipment with the Fon Community Network, except in case of an opt-out in accordance with Article 3.2 of these Terms and Conditions of Proximus -FON.

4.2 All shared Equipment shall be anonymously displayed on the public webpage of the Fon Community Network site via a pictogram on the world map, indicating the approximate location where the Fon Community Network can be accessed.

4.3 A Customer whose Equipment is part of the Fon Community Network shall have access to all Fon Community Wifi hotspots in Belgium and abroad. Proximus advises users who access the Fon Community Network as Visitors not to transfer any confidential or sensitive information (personal data, payments, etc.) over the Fon Community Network.

The Customer's right to access the Fon Community Network is personal and cannot be transferred to third parties. The Customer is liable for any use or misuse by third-party users of the Customer's access to the Fon Community Network where use is made of the Customer's access rights.

4.4 The Internet traffic over the Fon Community Wifi hotspots of the Customer or any other user who uses the Customer's access rights for the Fon Community Network, shall be deducted from the volume of the Internet Service subscribed to by the Customer.

If the volume of the Internet Service subscribed to by the Customer is exceeded, notwithstanding Article 5.a.8 of the General Terms and Conditions of Internet, the maximum speed of the Customer's access to the Fon Community hotspots will be reduced by Proximus to 64 Kbps until the end of the calendar month underway.

4.5 The Customer may not, under any circumstances, claim a replacement fee or any other compensation for his participation in the Fon Community Network, or for the actual shared use of his Equipment and connectivity by Visitors.

4.6 Notwithstanding any exceptions explicitly set out in the Terms and Conditions of the Wi-Fi Hotspots option, the provisions set out in the Conditions of Use and General Terms and Conditions of Internet shall remain applicable for the Internet traffic of Customers who use their Fon Community Network access rights.

4.7 The Internet traffic of Visitors has no or a minimal impact on the capacity of the services of the Customer who shares his Equipment. The Customer's Internet traffic shall always take precedence over that of Visitors, so that the Customer experiences little or no impact during his own use.

4.8 Each user of a Fon Community Wifi hotspot is identified by the identifier and password used to access the Fon Community Network. The identity of the user will be provided to the competent authorities in certain cases determined by law.

Proximus cannot guarantee any definitive identification of a user who uses equipment other than Proximus Equipment, where the third-party equipment used has an external radio component or an external access point which makes the shared use possible.

4.9 Notwithstanding Article 8.3 of the General Terms and Conditions of Internet, the Customer is not liable for the shared use of his Equipment and connectivity by a third-party Visitor, unless this third-party obtained access to the Fon Community Network using the Customer's access rights.