

## Terms and conditions My Proximus for Enterprises

### GENERAL TERMS AND CONDITIONS

#### 1 GENERAL INFORMATION

1.1. This document defines the general terms and conditions applicable to the provision of the Service by Proximus public limited company of Belgian public law (hereafter referred as 'Proximus') to the professional Customer.

##### 1.2. Definitions

**Affiliate:** Legal persons over which the Customer has de facto or de jure control.

The Customer shall be deemed to exercise "de jure control" over a legal person where, directly or through a legal person which it controls, it:

- holds more than half of the voting rights attaching to the shares, capital or partnership rights of this legal person; or,
- has the right to appoint or dismiss the majority of the directors or managers of this legal person; or,
- has power of control, pursuant to the articles of association of the legal person concerned or agreements concluded with the latter.

The Customer shall be deemed to exercise "de facto control" over a legal person if, in the last two annual general meetings of the legal person concerned, the Customer has exercised, directly or through a legal person which it controls, voting rights representing more than half of the votes attaching to the shares represented at these meetings.

**Business Day:** Every day except Saturdays, Sundays and Belgian public holidays unless otherwise specified in the Agreement.

**Business Hours:** Hours between 08:00 and 18:00 CET/CEST on any Business Day, except where explicitly mentioned otherwise in the applicable Contractual Service Description.

**Calendar Day:** Any day of the Gregorian calendar.

**Confidential Information:** Any information disclosed by the Parties under the Agreement that is specifically marked as being confidential and any information which the other Party should be reasonably held to be aware of the confidential nature provided by one of the Parties to the other. The following is not considered Confidential Information (i) information rightfully in the receiving party's possession or known to it prior to receipt of such information from the disclosing party; (ii) information which was rightfully disclosed to the receiving party by another person; (iii) information which is part of or enters the public domain without any improper action or inaction by the receiving party; and (iv) information which is independently developed by the receiving party. The receiving party bears the burden of proving that the information falls within any of the categories described by points (i) through (iv) above.

**Customer:** Natural person or legal entity that acquires Products and/or Services from Proximus.

**End user or user:** Natural person who ultimately uses or is intended to ultimately use the Product or Service. Different user profiles are defined in this document.

**Hardware:** The physical (elements of a) computer system. These can be mechanical, magnetic, electronic or electrical. Examples are: a CPU, disk drive, keyboard or screen.

**Incident:** An unplanned interruption to a Service or a reduction in the quality of a Service. Failure of a solution element that has not yet impacted Service is also an Incident.

**Invoice or Bill** means the document referred to as the 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 such third parties.

**Parties:** Proximus and the Customer

**Party:** Proximus or the Customer.

**Product :** Software and/or Hardware rented, sold or licensed to the Customer under the Agreement.

**Service** means the supply by Proximus of the access to and use of the Support Portal and one or several related applications.

**Support Portal** means the MyProximus portal made available to the Customer by Proximus under this Agreement and giving access to selected application(s).

**Software:** Machine readable (object code) version of the computer program, any copy and associated documentation.

**Trademark:** All trademarks, service marks, commercial names, logos or other words or symbols referring to the Products and/or Services or business activities of Proximus or its suppliers.

1.3. The Agreement binding the Customer to Proximus consists of the following documents: (i) these general terms and conditions; (ii) the specific terms and conditions (if applicable to the application subscribed to by the Customer) and (iii) the Registration Form.

In case of conflict or inconsistencies between the documents of the Agreement, the following order of precedence shall apply in decreasing order of priority:

- The Registration Form;
- The Specific Terms and Conditions;
- The General Terms and Conditions.

1.4. By requesting access to and/or using the Service, the Customer explicitly acknowledges having received the documents enumerated above or having been informed of the existence of said documents, having the opportunity to read them and accept them. If the Customer does not agree with these documents, he shall refrain from accessing and making any use whatsoever of the Service.

As such, the Customer renounces his own general and/or specific terms and conditions, even if it is stated in these that they shall prevail and/or they are attached to the Registration Form.

#### 2 AGREEMENT PROCEDURE

##### 2.1. REQUEST BY THE CUSTOMER

2.1.1. To be able to access and use the Support Portal/Service, the Customer must register and create an account (here after the 'Account'). By submitting the Registration Form, the natural person confirms that he has the power and authority required to bind the Customer.

2.1.2. Upon Proximus' first request, the Customer must provide the following documents and information:

- a) If the Customer is a legal person or a de facto association: a copy of the bylaws published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto; and
- b) If the person is a representative of a legal person or of a de facto association: the person must provide proof of his identity and the power of attorney.

Proximus must be immediately informed in writing of any changes to the Customer's name or address, the registered office, or the name or legal form of the legal person. The Customer is solely responsible for the information he provides to Proximus.

##### 2.2. ENTRY INTO EFFECT, TERM AND END OF THE AGREEMENT

2.2.1. The Agreement shall take effect on the day that Proximus accepts the Customer's order and is concluded for an indefinite period.

2.2.2. The Customer may terminate the Agreement in writing at any time, subject to 15 Calendar days' notice.

Proximus may terminate the Agreement, in writing, at any time subject to a 3 months' notice.

The termination of the Agreement leads to the deactivation of the Customer's Account including all related applications subscribed to by the Customer and the Customer data will no longer be available.

Each Party may terminate the Agreement for one or several application(s) at the conditions mentioned in this Article. In such case, effects of the termination are limited to the said application(s).

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2.2.3. If the Customer creates an Account without using it for at least 12 months, Proximus reserves the right to terminate the Agreement and deactivate the Account and the applications without compensation. Proximus informs the Customer once the Account has been deactivated to the email address mentioned in the Registration Form. The Customer can create a new account again if he so desires but Proximus does not guarantee the availability of the old Customer data.

Proximus reserves the right to deactivate the Customer's Account without upfront notification or compensation when the Customer has no more any active contract with Proximus since 25 months. No notification shall be made to the Customer.

Proximus reserves the right to deactivate an application without upfront notification or compensation when the said application has not been used by the Customer for 6 months. Proximus informs the Customer once the application has been deactivated to the email address mentioned in the Registration Form.

2.2.4. Proximus reserves the right to take, at any time, on its own initiative and without prior notice, the measures required in case the security, integrity or the proper functioning of its services, networks or infrastructure (or the ones of its subcontractors, suppliers or customers) are or could be compromised or in case fraud or serious doubt of fraud. Such measures may consist of, inter alia, the activation of protective measures or the suspension of the Customer's access to the Service/Support Portal/Account or blocking of network address. In no event shall Proximus be liable to Customer for any and all consequences that would arise from the implementation of these measures.

2.2.5. Either party may suspend the performance of its obligations if the other fails to comply with its contractual obligations and this situation is not rectified within fifteen (15) Calendar days of notice of default being served by the party not at fault. Performance will resume once the defaulting Party has complied with its obligations.

Either Party may terminate the Agreement unilaterally, at any time and without referral to the courts, by written notice to the other Party if the latter materially breaches any of its obligations under the Agreement or (insofar as remedy is possible) fails to rectify this within thirty (30) Calendar days of the written notice referred to in the previous paragraph.

In case the Agreement is terminated due to the Customer failing to comply with his obligations, Proximus is entitled to claim any administrative charges and damages for all loss, damage, costs or expenses sustained by Proximus as a result of the fault of the Customer or his employees, including, but not limited to, reasonable lawyer fees and legal expenses.

2.2.6. To the maximum extent permitted by law, the Agreement shall automatically be terminated if either Party ceases its activities, becomes insolvent or goes into bankruptcy, is dissolved or undergoes a similar procedure.

### 3 AMENDMENTS TO THE AGREEMENT

Proximus reserves the right to amend, at any time and without upfront notice, the Agreement and the technical features of the Support Portal/Service, even if this affects the quality of the Support Portal/Service, without any compensation being due by Proximus.

Regular consultation of these terms and conditions is therefore recommended, in order to remain up to date with the latest version. The latest version of these terms and conditions may be consulted at any time on the Proximus website or requested from Proximus.

Should the Customer not accept changes, it may terminate in writing the Agreement. By continuing to use the Service/Portal, the Customer agrees with the changes.

Should any Belgian, European or any other authorities or regulations require Proximus to amend the Agreement, or to refrain from supplying some or all of the Service and/or Service portal, Proximus shall have the right to provide for these amendments or to refrain from supplying the Service and/or Service portal without having to upfront notify the Customer and without paying any compensation to the Customer. Such event is deemed to be a Force majeure event.

### 4 THE CUSTOMER'S RIGHTS AND OBLIGATIONS

4.1. The Customer shall cooperate with Proximus as required for the proper performance of this Agreement. This includes (but is not limited to):

- providing files, documents or other relevant information for the delivery of the Service;
- inform promptly Proximus of any change of any relevant information for the delivery of the Service (e.g. change email address contact, change of authorised person identity);
- allowing Proximus to carry out any operation, by any means deemed necessary or useful for the preparation and execution of its obligations under the Agreement, without being required to consult the Customer beforehand;
- designating one or a limited number of contact persons for technical, administrative and other matters related to Services within the scope of the Agreement.

The Customer acknowledges and accepts that any failure on his part to provide such cooperation, information or adequate information to Proximus for the provisioning of the Services may affect this provisioning. Therefore, Proximus declines any liability in case of failure, late delivery of or damage insofar as this is attributable to the Customer or a third party.

4.3. The Customer shall preserve the secrecy and confidentiality of any identification code (password, user name, etc.) provided to him. The Customer shall be solely responsible for all use of these identification elements. The Customer shall notify Proximus immediately in the event of loss, theft or fraudulent use of any of these elements and confirm this by registered letter. Proximus advises the Customer to change his identification code on regular basis and to log out at the end of every session to prevent third party from gaining access to his Account.

The Customer shall ensure that only authorized persons are granted access to the Support Portal/services. The Customer shall comply with any security or technical standards imposed by Proximus from time to time to connect with the Support Portal. Proximus cannot verify whether access requests and the use of the Support Portal/Service are legitimate and declines any responsibility for any consequences resulting from fraudulent, unauthorised or erroneous access and use. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the authorized persons.

4.4. The Customer undertakes to use the Support Portal and/or Services with due diligence, for lawful purposes and in accordance with the provisions of this Agreement and any documentation provided by Proximus in relation with the Services and/or the Support Portal and in accordance with the applicable legislation (including telecommunications and data protection rules if applicable) and other third party rights.

The Customer shall refrain from making (and not allow third parties) any abusive or fraudulent use of the Support Portal and/or Service.

The Customer shall use the Support Portal and/or Service only for his own account and professional usage. He shall not under any circumstances transfer them, resell them, rent them out, lend them out or make them available to third parties.

4.5 The Customer shall ensure that all users who have access to the Service and/or Support Portal comply with the obligations arising under this Agreement and shall assume liability for this.

4.6. For security reasons the use of Account is limited to SSL compatible browsers.

4.7. Proximus may make services from third parties available to the Customer through the Support Portal. These third-party services are the responsibility of the third party, not Proximus. The third-party service providers may require the Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between the Customer and the third party. Proximus is a third party to any such contractual relationship. In addition, Proximus is not responsible for the hyperlink to websites of the contents of these third parties.

The Customer shall hold Proximus harmless in the event of any proceedings, actions or claims by third parties relating to the conclusion or performance of any such relationship, payments and/or transactions.

### 5 PROXIMUS RIGHTS AND OBLIGATIONS

5.1. The Service will be provided with reasonable skill and care and in accordance with generally accepted industry standards. Proximus commitments must be qualified as obligations of means (obligation de moyen/ middelenverbintenis).

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5.2. Proximus will make every reasonable effort to perform the Agreement at the agreed time. Unless stated otherwise, the execution time are given for information purpose only.

5.3. Proximus shall use its reasonable effort to implement technical and organizational measures to protect the Customer's data available through the Support Portal (here after the 'Customer's data') against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing of the Customer's data.

But Proximus gives no guarantee on the ability of these measures to detect or protect against all viruses, unauthorised access and other security threats. Moreover, Proximus does not guarantee that these measures prevent the possibility of loss of or damage to Customer's data. Proximus is subject to an obligation of means in this respect.

In addition, Proximus is not liable for any damage incurred by the Customer or a third party (such as operating losses, loss of data, compromising of the confidentiality/integrity Customer's data etc.), attributable to the malfunctioning of the Service following an intentional or unintentional change made by the Customer or a third party, or a breach of the security system (fraudulent operation or attack) by any person whatsoever (with the exception of Proximus employees). In case of Customer's fault or neglect, it shall hold Proximus harmless from claim, complaint or action by a third party (included the Customer's own customers, Users, or suppliers) in this respect.

5.4. Proximus alone shall determine which technical means are necessary to provide access to this Service. The maintenance or development of the Portal/Service may require Proximus to restrict or temporarily suspend the Service. In that case, Proximus will (1) make maximum use of the Service's planned works window (23:00 – 6:00) and (2) limit the period of restriction or suspension to the time needed for the applicable interventions. In any case where planned maintenance works entail a Service interruption of more than 2 hours, regardless of whether these works take place within or outside the planned maintenance window, Proximus shall use reasonable efforts to notify the Customer by putting a maintenance notification page on the Support Portal.

Proximus shall use its reasonable effort to solve the Incident but Proximus does not guarantee to resolve it within any specific timeframe.

5.5. Proximus excludes any guarantee that the availability to the Service shall be continuous, uninterrupted or error free nor, that the Service is suitable for Customer's particular business needs or expectations. Moreover, the Customer acknowledges and accepts that Proximus has no obligations other than those exhaustively enumerated in this Agreement.

## 6 DOCUMENTS

6.1. All documents (other than Invoice), data and reports prepared by Proximus in the framework of the Service are made in good faith on the basis of information available at the time. They are intended solely for the Customer for internal use only. They may not be used or relied upon by any third party without the prior written consent of Proximus.

6.2. If the Customer does not send Proximus any written objections within five (5) Business days of the date of the availability of the document, data or reports on the Support Portal, the latter will be deemed to have been definitively and irrevocably accepted by the Customer. Such notice must set forth in detail in what way the document fails to satisfy the level of performance required. The Parties shall use all reasonable efforts to remedy all reported and acknowledged problems.

6.3. The Service may include advice and recommendations. Proximus uses all reasonable skill and care in the preparation of such advice and recommendations but the Customer acknowledges that all decisions in connection with the implementation of such advice or recommendations shall be its own responsibility. Proximus cannot be held liable for the results that the Customer obtains in following Proximus' advice and recommendations nor for any loss or damage incurred as a result of or in relation to the Customer's reliance on such advice or recommendations.

## 7 PRICING

The access and use of the Support Portal and Service are in principle free of charge.

When the access and use of an application accessible via the Portal is payable, the Customer shall be informed beforehand. The access and usage of this particular application is subject to a separate contract.

## 8 USER PROFILES

### 8.1 General Concept

8.1.1 As soon as the user has been authenticated, he accesses, depending on his user profile, to all or part of the Support Portal and Service. The Customer is the sole responsible to grant the user profiles to his users. Four user profiles are available: Access Owner, Access Manager, Professional Support Portal User (which encompasses different user sub-profiles) and Professional Service User. Delegation of the access and management right are also made under the sole responsibility of the Customer.

8.1.2. The Customer appoints one single natural person as Access Owner within his organization. By default the Access Owner is the natural person having registered the Customer for the Service. If the Customer does not wish to have any Access Owner, he mentions it on the Registration Form. In such case, this natural person will have the quality of Access Manager. If this person changes, the Customer must promptly inform Proximus in writing about this change. This will allow Proximus to update the access right management system.

### 8.2. ACCESS OWNER

By default the Access Owner is the natural person having registered the Customer for the Service. The Customer can appoint another natural person as Access Owner at any time via the Support Portal.

The Access Owner has access to the Support Portal and all applications subscribed by the Customer and all Customer's data related. He is responsible to manage the access rights to the Support Portal/Service within the organization of the Customer. In this respect, the Access Owner is entitled to:

- add and remove Professional Support Portal Users and Professional Service Users
- Assign access rights to Professional Support Portal users and Professional Service users
- use the selected applications
- limit the access's rights of the Professional Support Portal Users and Professional Service Users to part of the Support Portal/Service;
- delegate some of its responsibilities to additional Access Owners and other User profiles;
- Access and modify all Customer data.

In addition, the Access Owner is entitled via the Support Portal to subscribe to Products and Services on behalf of the Customer.

### 8.3. ACCESS MANAGER

The Customer may assign within his organization one or several natural persons as Access Manager. This assignment is done by the Access Owner via the Support Portal. If there is no Access Owner, the Access Manager is the natural person having registered the Customer for the Service.

The Access Manager has access to Support Portal and the user management application. He does not have access to any of the Customer's data.

He may:

- Add and remove Professional Support Portal Users and Professional Service Users;
- Assign access rights to Professional Support Portal users and Professional Service users;
- Delegate some of its responsibilities to additional Access Managers and other User profiles.

### 8.4. PROFESSIONAL SUPPORT PORTAL USER

The Customer assigns within its organization the natural persons as Professional Support Portal Users. Different sub-profiles are possible

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(such as purchaser, incident manager, financial manager...). This assignment is made by the Access Owner and/or the Access Manager via the Support Portal.

The Professional Support Portal User has access to Support Portal and application for which he has received delegated access rights and access to the all related Customer's data. He is entitled to use the whole functionality of this part of the Service/Support Portal (e.g. create ticket, submit specific request to Proximus ...). He is entitled via the Support Portal to subscribe to Products and Services on behalf of the Customer provided that he has received such delegated rights.

The Professional Support Portal User may have access management right and be entitled to delegate its rights.

### 8.5. PROFESSIONAL SERVICE USER

The Professional Service User is the natural person benefiting from Proximus Products and/or services in the framework of the Proximus service subscribed by the Customer.

It may be possible that the Professional Service User has access via the Support Portal to data regarding the usage he made or the configuration of the service subscribed by the Customer. In such cases, the Professional Service User has only access to his/her own data. It is also possible that he is entitled via the Support Portal to subscribe to Product and/or Service within the limits of the rights delegated to him.

## 9. CROSS-ORGANIZATION DELEGATION

### 9.1. INTRA GROUP DELEGATION

During the registration process, the Customer can request access to data of its Affiliates mentioned in the Registration Form. In such case, the Access Owner of the Customer shall also be the Access Owner of its said Affiliates.

The access and delegation of access rights related to the said Affiliates is requested, given or made by the Customer's Access Owner under the sole liability of the Customer. The Customer's Access Owner is also entitled to subscribe to Products and Services in the name and on behalf the said Affiliates. In that case, the Affiliates shall be bound by the contractual terms and conditions applicable to the Service and/or Products ordered and the Customer shall be jointly and severally liable for the implementation of all commitments, guarantees and obligations, including payment obligations of the Affiliates under the Agreement. The Customer guarantees Proximus that he has been authorized by his Affiliates to consult and modify their data and to subscribe to Product and Service in name and on behalf of his Affiliates. The Customer shall defend and indemnify Proximus against any demands, claims, actions, damages and/or costs suffered by Proximus because the Customer failed to obtain the necessary authorization from his Affiliates, its Users (or those of his Affiliates) and/or failed to inform Proximus about the situation of de jure or de facto control over the Affiliates.

### 9.2. THIRD PARTY DELEGATION

Except in case of intra group delegation and third party delegation, any delegation given by the Access Owner or the Access Manager shall be made within the organization of the Customer meaning all natural person receiving the access and delegated rights must be natural person bound to the Customer by a fixed-term or open-ended employment contract, a civil servant status or a management contract for the entire duration of the Agreement. If this condition is no longer satisfied, the Customer must deactivate access to the Support Portal/service for the said person.

The Customer, via his Access Owner, is entitled to delegate some access and management rights to a third party subject to a prior written notification to Proximus. Proximus reserves the rights to refuse such delegation to a third party at any time.

Such Third party accesses and uses the Support Portal and the Service in name of and on behalf of the Customer. The Customer guarantees Proximus that he has been authorized by his Professional Service Users

and, if any, its Affiliates and the Users of its Affiliates to give access and management right to this third party. The Customer shall defend and indemnify Proximus against any demands, claims, actions, damages and/or costs suffered by Proximus because the Customer failed to obtain the necessary authorization from his Professional Service Users and, if any, Affiliates and the Users of its Affiliates. The Customer assumes the liability of the usage of the Service made by this Third party.

## 10. CONFIDENTIALITY

10.1. Any Confidential Information may be disclosed by the Parties under this Agreement only to staff and/or subcontractors and/or Affiliates of the receiving Party who are reasonably deemed to need access to such information for the performance of the Agreement, and in the other cases subject to prior written agreement being obtained from the other Party.

10.2. Confidential Information shall remain the property of the disclosing party. Disclosure of Confidential Information does not imply the transfer or granting of any intellectual property or industrial right.

10.3. The Parties shall not be liable for the use made of it by the other Party.

10.4. If the receiving Party is required by law or by the order of a court of a competent jurisdiction or a public authority to disclose, in part or in full, any Confidential Information, that Party shall immediately notify the disclosing Party thereof in writing provided that it is legally authorised, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information.

10.5. The obligation of confidentiality set out in this section shall survive the expiration or termination of the Agreement for three (3) years.

## 11. PROTECTION OF PERSONAL DATA

### 11.1 GENERALITIES

11.1.1 The terms used in this article shall bear their respective meaning given in the EU Regulation 2016/679 of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter called the "GDPR").

11.1.2. If the Service is of such a nature as to enable the Customer to access, collect and process personal data related to his own customers, employees or other third parties, these activities shall be carried out under the sole responsibility of the Customer. In that case, the Customer shall be responsible for the implementation of and compliance with the legislation on privacy and data protection. Where applicable, the Customer shall comply with all the provisions of said legislation (including obtaining a valid consent of each data subject if required) and shall defend and indemnify Proximus against any claims by third parties based on possible breaches of such legislation.

### 11.2 PROXIMUS ACTING AS DATA CONTROLLER

11.2.1. Where the personal data provided by the Customer to Proximus are required for the purpose of Customer administration, performance of the Agreement and Customer relationship management, Proximus shall be qualified as data controller. Proximus shall also be the data controller for the data that are generated by the Customer's use of the Proximus Products and Services. Proximus as a data controller will process the personal data for the purpose of providing the Customer with the Service and for the finalities specified in the Proximus Privacy policy and in conformity with such policy. The Proximus Privacy policy contains the legally required information regarding the personal data processing by Proximus as a data controller. Proximus invites the Customer to regularly consult the Proximus Privacy policy on Proximus's website, as it is regularly updated. The Proximus Privacy Policy can also be provided to the Customer on its simple demand.

If Proximus makes information available to the Customer via online tools about the Customer's and his End-users' use of the services, the Customer can only use this information for invoicing purposes, such as follow-up of amounts still to be invoiced and verification of the Invoice.

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11.2.2. Proximus has the right to anonymize the data that are generated by the Customer's usage of the Proximus Products and Services and to use these anonymized data for its own commercial purposes.

### 11.3 PROXIMUS ACTING AS DATA PROCESSOR

11.3.1. Where the Customer uploads and processes Customer owned personal data in a tool that is part of the Support Portal or Service, Proximus will be acting as data processor on behalf of the Customer.

11.3.2. The Customer owned data are related to it's the Customer, its employees, End users and the devices used. Customer will inform Proximus of any other type of data or data subject the Customer shall have the rights and obligations of a data controller as set out in the GDPR.

11.3.3. Proximus shall process the personal data in accordance with Customer's documented instructions, except if otherwise required by law. Proximus shall have access to the personal data for offering support to the Customer. This article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

11.3.4. Proximus shall treat the personal data as strictly confidential and ensures that its representatives authorised to process the personal data are bound by a non-disclosure obligation and will take reasonable measures to ensure that its representatives will only process the personal data in conformity with the Customer's instructions.

11.3.5 Proximus shall take appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of processing. These measures shall ensure an appropriate level of security taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

11.3.6. After the detection of a personal data breach in the framework of the performance of the Agreement. Proximus shall inform the Customer about the breach. Proximus will do so in a timescale and in a manner which allows the Customer to meet any obligations to report a personal data breach under the GDPR.

11.3.7. Taking into account the nature of the processing, the information available to Proximus and insofar as possible, Proximus shall use its reasonable efforts to assist the Customer in :

- dealing with requests from data subjects under chapter III of the GDPR;
- ensuring compliance with its obligations of security of the personal data processing, of data breach notification and of data protection impact assessments.

Proximus reserves the right to claim a reasonable compensation for this assistance.

11.3.8. Proximus shall allow for and shall contribute to reasonable demands for audits conducted by the Customer or an independent auditor mandated by the Customer. Advance notice of at least 60 (sixty) Calendar Days is required, unless applicable law requires earlier audit. In case of an audit, Customer will bear its own expense and the cost of Proximus's internal resources required to conduct the audit. Audits will be limited to a maximum of 3 Business days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every 2 year, unless serious reasons for an earlier audit would exist or if a data protection authority would require so. Certifications and existing audit reports will be used to avoid audits.

On demand of the Customer Proximus makes the information available that is necessary to demonstrate compliance with its obligations as a data processor.

11.3.9. At the end of the Agreement, Proximus shall delete the personal data or, if requested by the Customer, return it to the Customer or give

the Customer the possibility to extract the data, unless the law requires further storage of the data.

11.3.10. The Customers authorizes Proximus to engage subcontractors for the processing of personal data (i) to the extent necessary to fulfill its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its Subprocessors in the same manner as for its own acts and omissions hereunder.

11.3.11. Proximus shall not transfer the personal data outside the European Economic Area and shall prevent the personal data from being accessed from a country which does not belong to the European Economic Area, except for countries which do ensure an adequate level of data protection according to an adequacy decision of the European Commission. However, Proximus will be allowed to bring the personal data outside the European Economic Area or make it accessible from outside the European Economic Area, if appropriate safeguards in conformity with the GDPR are in place (such as e.g. the signing of the Standard Contractual Clauses of the European Commission for the transfer of personal data to processors established in third countries (2010/87/EU) or Approved Binding Corporate Rules or adherence to an approved code of conduct) or in case the transfer is needed for the performance of the Agreement.

## 12. INTELLECTUAL PROPERTY

12.1. All intellectual property rights and other property rights to the Portal and Service included in the Agreement (including all documents issued by Proximus in the framework of the Agreement) shall be the exclusive property of Proximus and/or its Affiliates and/or its suppliers. The Customer may not claim any right to this intellectual property, nor does he obtain any rights other than those explicitly specified in this Agreement. The Customer shall not reproduce, create derivative works based on the Portal/Service, reverse engineer, decrypt, decompile, disassemble, reduce the Portal/service to human-readable form, alter, modify or change the Service or the Portal, nor communicate them or make them available to a third party.

12.2. All trademarks, service marks, commercial names, logos or other words or symbols referring to the Portal and/or Services or to Proximus business activities in general (hereafter referred to as "the Trademarks") are and shall remain the exclusive property of Proximus or of its Affiliates or suppliers. The Customer shall not commit any act which would pose a threat to these property rights, nor use or acquire any right to these Trademarks, unless otherwise stipulated in the Agreement. The Customer shall not remove, alter, modify or obscure any labels, plaques, property notices or legends or other distinctive badges contained in or affixed to this Portal/Service by Proximus, Affiliates or its suppliers.

## 13. LIMITATION OF LIABILITY

13.1. Proximus can only be held liable in the event of fraud or serious misconduct on its part or on the part of one of its employees. In such a case, Proximus liability shall be limited to repairing only that damage suffered by the Customer that was foreseeable, direct, personal and certain, excluding the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data, loss of agreements, damage to third parties, etc.

13.2. Neither Party is liable for damage resulting from the other Party's failure to meet his obligations.

13.3. Proximus' liability towards the Customer shall be limited to an aggregate amount of EUR 100 per calendar year. This limitation does not apply in the event of physical injury or death caused by Proximus.

13.4. Proximus is not liable for the time elapsed between a communication or transaction made by the Customer or its User and the moment that the communication or transaction data becomes accessible via the Service.

13.5. Proximus does not guarantee the accuracy and consistency of the data available via the Service/Support Portal and any other official document (such as Invoice) provided by Proximus to the Customer. In case of contradiction, the official document prevails.

13.6. As far as access to the Support Portal and the applications is concerned, Proximus cannot be held liable for any delays, malfunctions or other damage caused by the operations of the Customer, the access service to the Internet or the hardware or software that the Customer uses in relation to the Support Portal and the applications, and in general

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due to circumstances or infrastructures that are not fully under the supervision of Proximus.

13.7. The Customer cannot hold Proximus liable for claims from third parties (User and Affiliates included) in connection with the consultation and use of the data and information provided via the Support Portal and its applications and / or the content of this data and information.

### 13.8. Liability with respect to Intellectual Property Rights:

13.8.1. In case of claims or proceedings against the Customer with respect to any intellectual right linked to the performance of the Agreement, the Customer shall inform Proximus immediately and enable Proximus to defend itself at its own expense. Proximus shall indemnify the Customer against any damages and costs ultimately awarded under a definitive decision of a competent jurisdiction establishing the infringement of an intellectual property right linked to the performance of the Agreement, provided that Proximus has sole control of the proceedings and that the Customer cooperates fully and does not undertake actions which might be detrimental to Proximus position in any way whatsoever.

13.8.2. Where the Products and/or Services become or might become the subject of proceedings for infringement of one or several intellectual rights, Proximus may, at its sole discretion:

- obtain for the Customer the right to continue to benefit from the Products and/or Services;
- make similar Products and/or Services available or change the Products and/or Services to rectify any infringement, insofar as this does not lead to any substantial loss of functions or services.

If none of the abovementioned solutions are commercially viable, Proximus may terminate the Agreement and reimburse the Customer the sums paid for the Products and/or Services which the Customer has not yet been able to benefit from. In this case, the Proximus' liability is limited to the amounts defined in the section 13.3.

13.8.3. The abovementioned provision shall not apply to infringements attributable to changes made to the Products and/or Services by persons other than Proximus, nor to infringements resulting from the use of the Products and/or Services in conjunction with other intellectual property, Software or Hardware.

13.8.4. The remedies specified in this section shall constitute the Customer's sole remedies from Proximus with respect to claims related to intellectual rights. The remedies provided under this section shall only apply, on pain of forfeiture, if the Customer has informed Proximus within ten (10) Calendar days of the event occurring.

13.9 The Customer is responsible for all usage or consultation of the data available via the Professional Support Portal and its applications that is not in line with these terms and conditions, for all abuse of this information and these data, and in general for all usage or consultation that is not in accordance with the prudent man principle.

## 14. MISCELLANEOUS

14.1. Should one or more provisions of the Agreement be found to be invalid, unlawful or unenforceable, such provisions shall be construed in a manner consistent with applicable law to reflect as nearly as possible the original intentions of the Parties, and the remaining portion of such provisions shall remain in effect.

14.2. The Parties hereby agree that any communications exchanged by e-mail shall have the same legal value as written or signed correspondence. The Parties likewise agree that information relating to any communications, contracts or payments held by Proximus on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.

14.3. Unless the Customer explicitly requests otherwise, Proximus shall be entitled to use the Agreement as a reference for its commercial activities.

14.4. Failure by either Party to exercise any of its rights shall under no circumstances be construed as a waiver of these rights.

14.5. Proximus shall not be held liable for any delays or shortcomings in the provision of the Service/access to the Support Portal whenever these are the result of events or circumstances that are beyond its control, unpredictable or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labour conflicts (including those involving its employees), Incident due to connectivity, cable cuts,

power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), flooding, prolonged frost, fires or storms. If it invokes such Force Majeure, Proximus shall have the right to suspend or limit delivery of the Service/access to the Support Portal, without the Customer being entitled to claim any damages whatsoever. If invoking such Force Majeure, Proximus shall make every reasonable effort to strictly limit the duration thereof. Should these events or circumstances of Force Majeure be definitive or continue for more than three (3) months, either Party may lawfully and in writing terminate this Agreement without any compensation being due.

14.6. This Agreement shall constitute the entire agreement between the Parties on the Products and/or Services, to the exclusion of any prior written or oral communications, proposals and agreements.

14.7. Proximus has the right to transfer all or some of its rights and obligations under the Agreement to a third party, without the Customer's consent. The Customer may only transfer his rights and obligations under the Agreement when Proximus has given its specific written agreement beforehand.

14.8. This Agreement is governed by Belgian law. In the event of a dispute that cannot be settled amicably, the Brussels courts shall have sole jurisdiction.

## Terms and conditions My Proximus for Enterprises

### SPECIFIC TERMS AND CONDITIONS

#### GENERAL INFORMATION

The specific terms and conditions complement the General Terms and Conditions MyProximus for Enterprises (hereafter the 'General Terms and Conditions'). They set out the rights and obligations of Proximus and the Customer with regard to the provision of the application described in the relevant section hereunder and subscribed by the Customer.

#### SPECIFIC TERMS AND CONDITIONS FOR MY BILL ONLINE

1. My Bill online application provides the Customer with access to his billing and usage data via the Support Portal to enable him analyse his costs and budget. Call details (called voice numbers, sent SMS numbers w/o content), call credits are visible, as well as their evolution and potential carry-over.
2. This application is activated by Proximus for all Customers having access to the Support Portal.
3. Proximus does not guarantee that all billing and usage data of all Services subscribed by the Customer shall be available in this application.
4. These billed data are available in the application after the closing of the invoicing period. It is not possible to consult these data in application for an invoicing period that is not yet closed. These data remain available for 12 months. After this period, these data are removed from the application. PDF document of the bills (without details) are however visible up to 24 months (only for fixed services). Unbilled communications are available in the application with the standard prices (The amounts shown are standard: they don't take into account promotions, discounts or a contribution by a third party (for example the employer)). These needed adjustments are made when invoicing. Unbilled communication is visible within 4-8 hours as from the communication.
5. The billing and usage data accessible via the application are given for information purpose only. This application does not replace the deliverance of the legal invoice via the paper or electronic format chosen by the Customer.
6. In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via the application will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via the application without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the Official Bill.

#### SPECIFIC TERMS AND CONDITIONS FOR PROXIMUS FLEET MANAGER

1. The "Proximus Fleet Manager" application (hereafter called 'PFM') offers the capability to the Customer to manage his mobile fleet, in as long as the devices carry a Proximus SIM card, and the invoice data generated by that mobile fleet.
2. The PFM application is activated by Proximus upon Customer's request and provided that the Customer has at least 30 Proximus SIM cards (at the Customer level) and as soon as the first PFM data are available.
3. PFM enables the Customer to consult the data related to the all

mobile Customer accounts existing at the moment of the activation of PFM. Should the Customer activate new mobile Customer accounts, the access to these data must be requested.

Specifically for the invoicing data: these data become available in PFM after the closing of the invoicing period. It is not possible to consult invoice data in PFM for an invoicing period that is not yet closed. The invoicing data remain available for 12 months. The call details remain however available for 6 months. After these periods, the data is removed from the PFM application.

4. The PFM application enables the Customer to consult, personalize, filter, analyse, print, and export the data such as defined here above.
5. The invoicing data accessible via "PFM application" are given for information purpose only. PFM does not replace the deliverance of the legal invoice via the paper or electronic format chosen by the Customer.
6. In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via PFM application will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via PFM Application, without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the legal Invoice.
7. Without prejudice to the General Terms and Conditions, Proximus reserves the right to stop the PFM agreement at any moment in time without prior notice period, when the Customer violates the conditions in the above articles.

#### SPECIFIC TERMS AND CONDITIONS FOR INVOICE INSIGHTS ESSENTIAL

1. The "Invoice Insights essential" application offers the capability to the Customer to make basic analysis on its Proximus invoice.
2. The Invoice Insights essential application is activated by Proximus for all Customers having access to the Support Portal and as soon as the first Invoice Insights essential data are available via the Support Portal.
3. Proximus does not guarantee that all billing and usage data of all Services subscribed by the Customer shall be available in this application.
4. Invoice Insights essential enables the Customer to consult the data related to the all Customer accounts existing at the moment of the activation of application. Should the Customer activates new Customer accounts, the access to these data must be requested.
5. Specifically for the invoicing data: these data become available after the closing of the invoicing period. It is not possible to consult invoice data in application for an invoicing period that is not yet closed. The invoicing data remain available for 12 months. The call details remain however available for 6 months. After these periods, the data is removed from the application.
6. The application enables the Customer to consult, personalize, filter, analyse, and print the data such as defined here above.
7. The invoicing data accessible via Invoice Insights essential are given for information purpose only. Invoice Insights essential does not replace the deliverance of the legal invoice via the paper or electronic format chosen by the Customer.

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8. In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via the application will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via the Application, without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the legal Invoice.

### SPECIFIC TERMS AND CONDITIONS FOR INVOICES VIA EMAIL

#### Article 1: Object

These Specific terms and conditions are applicable when the Customer selects the activation of electronic Invoice delivery via e-mail (hereafter called "Greenbill"), either via the Support Portal or via a separate contract.

When the Customer subscribes to GreenBill, he chooses to receive his Invoice in PDF format on his e-mail address. He will no longer receive a paper bill. Any subscription for receiving a paper-based bills will be terminated. In accordance with the tax laws in force, Proximus will not provide any paper-based copies of the electronic bill.

The PDF Invoice has the same legal value as the paper Invoice. The legally enforceable bill (PDF format) is also available to the Customer via the Support Portal.

In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via the GreenBill will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via GreenBill, without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the legal Invoice.

#### Article 2: Activation

The Customer activates GreenBill via "My bill online > Settings > Activate the electronic invoice via e-mail" on the Support Portal. The Customer enters his e-mail address and optionally his mobile device number. Proximus sends the Customer a notification e-mail to the e-mail address he indicated. The customer needs to validate his e-mail address by clicking on the notification e-mail he received. The activation is done only after this validation.

If the Customer uses an e-mail address that is managed by a robot (no manual intervention possible), he has to contact his Proximus person contact for the activation. Such e-mail address cannot be used since nobody will response to the notification e-mail and therefore no activation will be done.

Please note that the activation of the electronic invoice is applicable on all payment agreements in case of Fix services. Therefore, all invoices will be sent to the same e-mail address. In other cases, activation is per payment agreement.

#### Article 3: Notification of the billing document

When a bill is available on "My bill online", Proximus will notify the Customer via the channel(s) chosen by the Customer when he registered

The Customer may be notified via e-mail, via SMS or via both as requested by the Customer during the activation process.

Once GreenBill has been activated the Customer can change this e-mail address via "My bill online > Settings". A notification e-mail will be

sent to the Customer in which he has to confirm his e-mail address. Only after this confirmation, the e-mail address will be changed. Any such change has no impact on the login e-mail address used to connect to the Support Portal.

#### Article 4: Customer's obligations

4.1. The Customer is responsible for entering and updating his e-mail address correctly.

An incorrect e-mail address may lead to the wrong sending of Invoices to a third party. Proximus can't be held responsible for any erroneous transmission.

4.2. Invoices must be paid before the date mentioned on the billing document, regardless of whether or not the Customer has received, opened or read the electronic messages relating to the billing documents. The terms of payment and reminder procedures applicable by virtue of the terms and conditions applicable to the services/products delivered shall continue to apply unchanged.

4.3 The recording and archiving of the official Invoice belongs to the sole responsibility of the Customer. It is therefore recommended that the Customer downloads on regular basis his digital Invoices and records them in an electronic format of its choice for creating its own archiving.

#### Article 5: Termination

The Customer may terminate Greenbill at any time in writing via the Support Portal or via his CSO.

The termination of Greenbill will mean that the Customer will be switched back to the paper billing process. This termination is without prejudice to Proximus' rights with regard to the payment of outstanding Invoices. It is recommended that the Customer, before the termination of the Greenbill is effective, downloads its official Invoices as from the Support Portal for archiving purpose.

### SPECIFIC TERMS AND CONDITIONS FOR INVOICES VIA ZOOMIT

#### Article 1. Object

These Specific terms and conditions are applicable when the Customer selects the activation of electronic Invoice delivery via Zoomit (hereafter called "Zoomit") either via the Support Portal or via a separate contract.

Zoomit enables the Customer to receive his Invoices in digital format via the Zoomit application of the Customer's bank or Isabel's account.

By selecting the activation of Zoomit, the Customer give its consent to receive his Invoice in electronic format. He will no longer be sent a paper Invoice. Any subscription for receiving a paper-based Invoices will be terminated. In accordance with the tax laws in force, Proximus will not provide any paper-based copies of the electronic Invoice.

The PDF Invoice has the same legal value as the paper Invoice. The legally enforceable bill (PDF format) is also available to the Customer via the Support Portal.

#### Article 2. Activation

The Customer activates Zoomit via "My bill online > Settings > your bill via Zoomit" on MyProximus. The Customer choose the payment agreement he wants to configure and enters the related IBAN account. As from the next bill cycle, the new Invoice will be available in the customer bank application where he has to accept the Zoomit invitation. The activation is done only after this acceptance.

The Customer acknowledges that Zoomit application can be used only by customers of the following banks:

<https://www.zoomit.be/nl/start/bank.html>.



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The saved data are used only as from the day after registration to Zoomit. However, the Customer may still receive a document by post shortly after registering.

### Article 3. Liability

Proximus has no liability regarding the Zoomit application. In addition, Proximus is not liable for damage resulting from the Customer or his bank's failure to meet their obligations.

### Article 4: Customer's obligations

4.1. The Customer is responsible for entering and updating his IBAN account correctly.

An incorrect IBAN account may lead to the wrong sending of invoices to a third party. Proximus cannot be held responsible for any erroneous transmission.

4.2. Invoice must be paid before the date mentioned on the billing document, regardless of whether or not the Customer has received, opened or read the electronic messages related to the billing documents. The terms of payment and reminder procedures applicable by virtue of the terms and conditions applicable to the services/products delivered shall continue to apply unchanged.

4.3 The recording and archiving of the official Invoices belongs to the sole responsibility of the Customer. It is therefore recommended that the Customer downloads on regular basis his digital Invoices and records them in an electronic format of its choice for creating its own archiving.

### Article 5: Termination

The Customer may terminate Zoomit at any time in writing via the Support Portal or via his CSO.

The termination of Zoomit will mean that the Customer will be switched back to the paper billing process. This termination is without prejudice to Proximus' rights with regard to the payment of outstanding Invoices.

device brand and type, IMEI history and SIM history for the devices that are in the tool marked by the customer as 'owned by the customer'. The Customer will be held liable for all consequences of not correct indicating the ownership.

5. The invoicing data accessible via application are given for information purpose only. This application does not replace the deliverance of the legal invoice via the paper or electronic format chosen by the Customer.
6. In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via the application will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via the Application, without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the legal Invoice.

## SPECIFIC TERMS AND CONDITIONS FOR MOBILE NUMBER MANAGEMENT

1. Mobile number management application that allows the Customer to manage, digitally, his sim cards fleet:
  - a. Follow-up of real-time consumption of sim cards used by the End Users (data/voice/sms usage)
  - b. Modification/adaptation of the mobile subscriptions of its End Users (modify price plan, add option, etc.)
  - c. Get a view on the history of the modifications done on his SIM cards fleet.
  - d. Create and delegate self-servicing rights to its End Users, allowing them to manage their mobile subscriptions by themselves (based on their rights)
2. Data available in the application are:
  - only Proximus sim cards related;
  - only mobile devices owned by the Customer related (no mobile devices owned by the End User -Bring Your Own Device).
3. This application is activated by Proximus for all Customers having a Proximus Mobile contract and having access to the Support Portal.
4. The Customer guarantees that he correctly indicates in the tool for what mobile devices he is the owner. Proximus will only provide the Customer with the IMEI number, mobile