

## ***General Terms & Conditions for the participation of the Content Partner in the Mobilus Zero-Rating Offer of Proximus SA***

This document defines the General Terms and Conditions for the participation of the Content Partner to the Mobilus Zero-Rating Offer and forms an integral part of the Agreement. As such, the Content Partner renounces his own general and/or specific terms and conditions, even if it's stated in these that they shall prevail and/or they are attached to the Content Partner email. Furthermore, Content Partner accepts all commercial and technical conditions related to the mobile Mobilus pricing plans.

### **Article 1 - Definitions**

**"Proximus"** means Proximus Public Limited Company under Belgian public law with registered office at B-1030 Brussels, Boulevard Roi Albert II, 27, VAT BE0202.239.951.

**"Agreement"** refers to the Agreement concluded between Proximus and the Content Partner for participation of the Content Provider in the Mobilus Zero-Rating Offer and governed by these General Terms and Conditions. The agreement consists of the following documents: the Application Form for Participation, the Notification Form and these General Terms and Conditions.

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

**"Mobilus Zero-Rating Offer"** means the Proximus retail mobile Mobilus portfolio (standalone and in pack) which includes an option that allows the customer to select one app to be zero-rated in a list of preselected social network apps.

**"Eligible Content Category"** means the category of apps that fulfils the Conditions for its inclusion in the Proximus Mobilus Zero-Rating Offer. Eligible applications are applications which correspond to the social network content category.

- Social network content: social network apps which main purpose is to provide access to interactive and inter-personal communication tools which typically allow members to create public or semi-public profile and list of friends/contacts. It allows to capture, store and share mainly written messages (one-to-one, one-to-group or one-to-many). Such apps may also include other features such as sharing information (for example, posting pictures, video or links), commenting on postings and recommending friends. A service does not necessarily have to have all of these functionalities to be qualified as a social network.

**"Content Provider"** means a natural or legal person who has introduced an Application for Participation for the participation in the Mobilus Zero-Rating Offer.

**“Content Partner”** means a Content Provider who has been declared eligible by Proximus (according to the conditions set in article 2 of the present General Terms and Conditions) for its participation in the Mobilus Zero-Rating Offer with its Content Service(s) and has thereof concluded an Agreement with Proximus.

**“Content Service(s)”** means the content(s) offered by the Content Provider/Partner via an App.

**“Customer”** means a Proximus customer that has subscribed to a product belonging to the Proximus Mobilus portfolio.

**“Group Company”** means, in relation to the Content Partner, any entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such Content Partner.

**“Control” or “Controlled”** means (i) the holding directly or indirectly of more than fifty per cent (50%) of the voting rights attached to all shares, securities and other financial instruments issued by a company, (ii) the right to nominate more than half of the members of any executive body, or (iii) any other contractual relationship that entitles a company to direct the business of another company.

**“Zero Rate”, “Zero Rated” or “Zero Rating”** means a commercial practice by which the traffic of an app or service is not counted down in the data allowance of the pricing plan in Belgium and Europe (EU including UK + Lichtenstein, Norway and Iceland). Such practice does not include possible service subscription fees which remain fully at the expense of the subscriber under the conditions as defined by the Content Provider.

## Article 2 - Conditions for the participation in Mobilus Zero-Rating Offer

To be eligible for the participation in the Mobilus Zero-Rating Offer, the Content Provider must meet the following cumulative conditions (Hereinafter together the “Conditions”).

The App of the Content Provider must fulfil the following cumulative conditions:

- belong to the Eligible Content Category;
- be fully tested and stable;
- not constitute any danger to Proximus network integrity and security;
- be uniquely identifiable based on one - or a combination of - technical parameters that have to be provided by the Content Provider to Proximus (see Technical Information below for more details);
- be available on the App Store (iOS) and Google Play Store (Android);
- does not include so called adult content;
- does not include gambling and/or betting services;
- address residential Customers;
- the content distributed via the App must be legally acquired and distributed by the Content Partner;
- the content distributed via the App does not conflict with other rights agreement that Proximus could have with the Content Partner or Group Company.

The following technical information (Hereafter the Technical Information) must be provided by the Content Provider to Proximus in order to guarantee a uniquely recognition of the app.:

- Known p2p protocol
- IP address of the servers\*
- Domain name used by the service\*
- SNI (for HTTPS)
- Protocols
- URL lists\*
- Port-numbers

\* At least one of these 3 Technical Information must be provided

If requested by Proximus, the Content Provider/Partner will grant access to the beta apps (for all available operating systems).

Support on questions related to the Technical Information must be provided by the Content Provider/Partner to Proximus within undue delay.

### Article 3 – Process for the conclusion of the Agreement

The Agreement between Proximus and the Content Provider for participation of the Content Provider in the Mobilus Zero-Rating Offer is concluded as follows.

The Content Provider shall fill out the Application Form for Participation available on Proximus Mobilus website and submits it for approval to Proximus.

If the Content Provider is desirous to participate in the Mobilus Zero-Rating Offer with more than one Content Service, the Content Provider shall fill out separate Applications for Participation for each of the Content Services. An Agreement will be entered into for each Content Service and each Agreement will be independent of the others.

Proximus will analyse the “Application for Participation” in conformity with these General Terms and Conditions. Proximus will verify if the Content Service of the Content Provider fulfils the Conditions as set in article 2. The Content Provider will be informed, within 10 Business Days by return of mail, on Proximus decision concerning its application. In case of a negative answer, Proximus will inform the Content Provider on the reason behind its refusal.

In case of a positive answer, the Agreement shall be deemed concluded and will be valid for an indefinite period as from the date of receipt of this approval.

The Content Partner acknowledges the fact that even after conclusion of the Agreement, the Content Service will be Zero Rated only after Proximus has fully tested the Content Service in a production environment and can uniquely identify the Content Service based on the Technical Information provided by the Content Partner pursuant to Article 2. All approved and tested

Content Services will be integrated in a batch once every quarter in which the Zero Rating will then be activated. If Proximus disposes of all the information it needs and the testing does not demonstrate specific technical difficulties, any request introduced at least 20 working days before the next quarterly batch should be integrated in this batch.

Proximus will duly inform the Content Partner on the activation date of the Zero Rating and will inform its Customers on the addition of Content Service in its Mobilus Zero-Rating Offer.

#### Article 4 - Changes made by Proximus to the General Terms and Conditions

Proximus reserves the right to change the General Terms and Conditions of the Agreement for all existing and future Content Partners with effect for the future. Proximus informs the Content Partner about these changes by sending the amended General Terms and Conditions by e-mail to the Content Partner (GTC Notification of Change) at least 15 Business Days before they enter into force.

It is only in urgent cases (e.g. hacker attack, changes/requirements demanded by authorities) that Proximus may carry out changes of the General Terms and Conditions without prior notification of the Content Partner. In such case Proximus will take all the necessary steps to inform the Content Partner by e-mail and without any delay about the changes.

In case the Content Partner would not agree with the amendments made to the General Terms and Conditions, it may terminate the Agreements (see article 7) before the date of entry into force of the amended General Terms and Conditions. If the Content Partner does not terminate the Agreement, the amended General Terms and Conditions will be applicable as from the date specified in the GTC Notification of Change (Date of Amendment). As from this date the Content Partner must then meet all its obligations in accordance with the amended General Terms and Conditions.

If changes made to the General Term and Conditions are not implemented in time by the Content Partner, Proximus has the right to suspend or terminate the Agreement (see articles 6 and 7).

#### Article 5 - Changes made by the Content Partner to its Content Service

Any changes made on the initiative of the Content Partner to its Content Service, which impacts in one way or another the Conditions set for the participation to the Mobilus Zero-Rating Offer, must be notified by e-mail to Proximus within 15 Business Days prior to the effective changes. Due to its impact on the bill of the Customer, attention is to be provided by the Content Partner to any changes that may impair Proximus's ability to identify correctly the Content Service and may therefore lead to an erroneous invoicing of the Content Service.

It is only in urgent cases (e.g. hacker attack, changes/requirements demanded by authorities) that the Content Partner may carry out such changes without prior information to Proximus. In such case the Content Partner will take all the necessary steps to inform Proximus by e-mail without any delay on these changes and on the reasons behind.

In case of unnotified changes to the Technical Information or in case the Content Partner notifies a modification after it has been implemented and without being in an urgent context as defined above or any other elements that may prevent Proximus to continue to uniquely identify the app, Proximus reserves the right to invoice a lump sum of 5.000 EURO in order to cover the administrative costs incurred by the erroneous billing of this traffic to its Customers due to the lack of notification of the change carried-out by the Content Partner to its Content Service, without prejudice to the right of Proximus to claim the full reparation of the damage suffered.

### Article 6 - Suspension of the Agreement

Proximus has the right to immediately suspend the Agreement, without prior notice and any compensation being due, if the Content Partner would fail to inform Proximus in accordance with article 5 of any changes that may affect the service provided by Proximus to its Customers. Proximus will notify by e-mail the Content Partner of such suspension. According to the situation and the damages incurred due to the lack of such notification, Proximus will consider either to re-activate the Zero-Rating as soon as the Content Partner fulfils again all its obligations or terminate definitively the Agreement. Proximus will inform the Content Partner of its decision. In case of termination, Proximus will inform the Content Provider on the reason behind the termination

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 or suppliers) are or could be compromised, or in case of abusive or fraudulent use or unlawful purpose (including, for example, copyright). Such measures may consist of, inter alia, the activation of protective measures or the suspension of the Agreement until the Content Partner provides evidence that the Content Service(s) complies with the legal provisions or the termination of the Agreement if no remedies are possible (see article 7). In no event shall Proximus be liable to Customer for any and all consequences that would arise from the implementation of these measures.

### Article 7 - Termination of the Agreement

Content Partner may, at his sole discretion and at any time terminate this Agreement by sending an e-mail with a prior notification of 10 Business Days' to Proximus.

Proximus may terminate the Agreement by e-mail, at any time and without referral to the courts, if the Content Partner materially breached any of its obligations under the Agreement or (insofar as remedy is possible) fails to rectify this within the delay stipulated in the written notice sent by e-mail to the Content Partner.

To the extent permitted by law, each Party has the right to consider the Agreement as terminated if the other Party ceases its activities, becomes insolvent or goes into bankruptcy, is dissolved or undergoes a similar procedure.

## Article 8 – Termination or modification of the Mobilus Zero-Rating Offer resulting in the termination of the Agreement

The content, details, and conditions of the retail Mobilus Zero Rating Offer is at the sole discretion of Proximus.

Proximus may, at his sole discretion and at any time, modify or discontinue its Mobilus Zero Rating Offer (e.g. cease to offer content in Zero-Rating to its Customers or increase its data bundle in such a way that it is no more justified to accommodate Content Services in its Mobilus Zero Rating Offer), without incurring any liability to the Content Partner, subject to a written period notice of 10 Business Days before the Customers are informed about the Mobilus Zero Rating modification or termination. In such case the Agreement will be ipso iure considered as terminated.

Should any authorities or regulations require Proximus to amend the Mobilus Zero-Rating Offer, or to refrain from supplying the Mobilus Zero-Rating Offer, Proximus shall have the right to provide for these amendments or to refrain from supplying the Mobilus Zero-Rating Offer without having prior notification and without paying any compensation to the Content Partner. Such event is deemed to be a force majeure event.

## Article 9 - Contact person

To fulfil the Agreement, each party shall designate a contact person and their contact details and e-mail address. All contact details or modifications to the contact details shall be communicated to the other party by e-mail in due time.

Proximus official e-mail address for all correspondence in relation with these General Terms and Conditions is: [epic\\_platform@proximus.com](mailto:epic_platform@proximus.com).

The contact person of the Content Partner can be contacted by telephone by Proximus during normal business hours (hours between 08:00 and 18:00 CET/CEST on any Business Day) for all technical questions and information regarding the participation in the Mobilus Zero-Rating Offer.

## Article 10 - Liability

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 Content Partner 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.

Proximus' liability towards the Content Partner shall, in no event exceed an aggregate amount of EUR 5.000 (five thousand) per calendar year.

The Content Partner is solely responsible for all matters relating to its Content Service(s).

### Article 11 - Intellectual property

The Content Partner grants Proximus a licence to use the Content Partner's distinctive signs on the media used by Proximus to communicate on Zero-Rate. Such use will be based on the guidelines communicated by the Content Partner on its visual identity rules and shall be restricted to the reference of the Content Partner as participant to Mobilus Zero-Rating Offer. If the Content Partner has not communicated any guidelines to Proximus, Proximus is entitled to use the distinctive signs of the Content Partner as they appear on the official sites of the latter.

Any other reciprocal use of the trademarks, business names, logos, brands and/or trademarks and/or other signs of one party (owner) shall require the permission of the owner (exchange of e-mails sufficient).

The marketing communication of the Content Partner regarding the participation in the Mobilus Zero-Rating Offer and its conditions to the public and/or its users requires the prior written consent by e-mail of Proximus.

### Article 12 – Miscellaneous

Each Party will, as data controller, use the exchanged personal data of the other Party only for the execution of the Agreement and in compliance with the GDPR.

Each party shall be responsible for its own costs and expenses incurred in the performance of the Agreement.

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.

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.

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

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

The Content Partner may only transfer his rights and obligations under the Agreement when Proximus has given its specific written agreement beforehand.



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.