

General terms and conditions of the "Proximus TV Application" service

The Proximus TV Application (hereinafter, "TV App"), from Proximus PLC under Belgian Public Law (hereinafter, "Proximus"), is a specific option of the Proximus TV service, which constitutes the main service.

Consequently, the TV App is subject to the General Terms and Conditions of Proximus TV, available on <http://www.proximus.be/conditions> (hereinafter, the "Main Contract"), to these general terms and conditions insofar as they derogate from the Main Contract, and to Proximus' commercial offer, applicable at the time of the subscription to the TV App (hereinafter, "the Offer"). The Main Contract, these general terms and conditions, and the Offer constitute all the contractual documents relating to the TV App (hereinafter, "the TV App Contract").

The TV App Contract will enter into effect on the day that Proximus accepts the Customer's subscription, and for an indefinite term. The Customer may terminate the TV App Contract subject to one-month's notice being served by registered letter. However, where the TV App forms a supplement to the Main Contract, the TV App Contract will automatically terminate no later than the date on which the Main Contract terminates.

Proximus can change these general terms and conditions as laid down in the General Terms and Conditions of the Main Contract, but in that case, the Customer's right to terminate the TV App Contract only applies to this contract, which must be considered as a non-substantial, supplementary option to the Main Contract, and does not apply, for instance, to Proximus TV.

The TV App is accessed via the Internet and requires

- a broadband Internet access;
- a receiving terminal connected to the Internet, e.g. a tablet, smartphone or compatible desktop computer.

To use the TV App, the Customer must, in all cases, select, download, and install the application on his nomadic terminal. This installation implies that the Customer agrees to be bound by the TV App Contract.

To use most of the options of the TV App, the Customer must, in addition, activate the service. For this, he has to provide the identifiers he received from Proximus.

The TV App can be accessed in Belgium, via the Internet, on a fixed and/or mobile access network, e.g. via a wired or wireless connection, fixed or mobile, in a Wi-Fi coverage zone, or at least 3G. In accordance with European legislation, the Customer can also access the TV App anywhere in the European Union, provided the Customer respects the measures taken by Proximus to verify that the Customer's residence is indeed in Belgium and that the Customer is only in another EU member state temporarily.

Under the conditions stipulated in these general terms and conditions, the TV App gives the Customer access to certain content and/or certain applications (hereinafter, collectively referred to as the "TV App Content") which forms part of the larger content offered in the framework of the Proximus TV service from Proximus.

By way of information, the TV App Content makes it possible to watch TV programs broadcast live or recorded by the Customer and/or to use certain applications, such as the possibility to give an order to record a TV program remotely, to consult the TV guide, etc. However, the exact scope of the TV App Content which a Customer can access as well as the conditions of that access, notably whether or not it is free, may vary depending on the Offer which is applicable to the Customer and the options chosen by the Customer.

The TV App and the TV App Content are not the same as the service and content of Proximus TV. Just like the Proximus TV service and content, the TV App and TV App Content are, by nature, scalable. The audiovisual media services, the catalog of on-demand movies available, the interactive applications, etc. can be modified by Proximus at any time. Proximus reserves the right to modify, add, and/or delete any element of the TV App Content. Proximus shall 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.

The TV App is reserved for private, non-commercial use in the family circle. The TV App Content is protected by the intellectual property rights of third parties and/or Proximus, and any unauthorized use may lead to civil and/or criminal proceedings. The Customer shall not use the Content in any unauthorized way and, in particular, shall respect the intellectual property rights relating to the Content.

The reception quality of the TV App depends, in all cases, on the Internet access that the Customer uses. The conditions relating to the Customer's fixed Internet and/or mobile access are governed by the contract concluded between the Customer and his fixed or mobile Internet access provider.

Proximus shall use its expertise to ensure the TV App works optimally for the Customer. However, Proximus does not give any guarantees as to the flawless or uninterrupted functioning of the TV App. Furthermore, Proximus draws the Customer's attention to the fact that the access and reception quality of the TV App depend on the conditions of the Internet access that the Customer uses.

Proximus may interrupt the TV App to carry out maintenance or repairs or to modify or extend the network:

- if the Customer's installation is likely to jeopardize the proper functioning of the TV App, Proximus TV, or the Proximus network in general;
- if the Customer uses the TV App in an unauthorized manner, notably by pirating, or allowing the pirating of, programs.

The Customer accepts the TV App as is and acknowledges that Proximus is not liable for any viruses or malware, nor for any errors in the design or computer programming.

Within the framework of the portability of the TV App, Proximus is required to verify the Customer's residence in a Member State when the TV App Contract is concluded and for the duration of the TV App Contract. Proximus shall determine, within the limits of the European Regulation on portability, which verification means it uses for this purpose. The processing of personal data is limited to what is deemed necessary for the above-mentioned verification. This personal data will only be kept for the time needed for such verification. For more information on the processing of personal data by Proximus, the Customer should consult the Proximus Privacy Policy, available on [Proximus.be/privacy](https://proximus.be/privacy).

The Customer acknowledges and accepts that Proximus has no influence on the Content edited by third parties, and therefore does not assume any correlative liability or give any guarantees on the quality or legality thereof.

In the event of a malfunction of the TV App, the Customer must inform Proximus as soon as possible. Proximus will then make every reasonable effort to resolve the problem.

Proximus' liability is set out by law in cases where the law prohibits a limitation or exclusion of contractual liability. In general, Proximus can only be held liable in cases where the Customer can prove that Proximus or one of its employees is guilty of serious misconduct or negligence. In all other cases, Proximus' liability with regard to the provision of the TV App is excluded with regard to immaterial or indirect damage, such as loss of profits and loss or corruption of data, and is strictly limited to compensation of up to 50 euros

for proven, material and personal damage.

The price of the TV App or certain parts of it is mentioned in the Offer. This price does not include the price of the Main Contract.

Among other things, and without prejudice to a different specific commercial offer, the prices related to the fixed and/or mobile Internet Access and to the traffic generated by the access to the TV App via the Internet shall be borne by the Customer, based on his contract with his fixed and/or mobile Internet access provider.

The TV App Contract is governed by Belgian law. The Brussels lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.