



## Specific Terms and Conditions for the Scarlet Internet Service

These Specific Terms and Conditions apply to the Scarlet Internet Service. They are part of the Contract between the Customer and Proximus, as defined in the General Terms and Conditions. They are complementary to the General Terms and Conditions. In case of contradiction, the Specific Terms and Conditions shall prevail over the General Terms and Conditions. It is recommended that you keep a copy of these Specific Terms and Conditions.

### 1. Specific rights and obligations of Proximus

- 1.1 Proximus undertakes to use all the means at its disposal to provide its Customers with access to the Service, including over Wi-Fi, and to ensure the network is secure. However, Proximus makes no warranties, whether express or implied, as to the Service's capacity to meet Customers' expectations or needs, or as to the error-free or uninterrupted operation of the Service.
- 1.2 Proximus shall be entitled to modify the e-mail address it has assigned to the Customer for technical, operational or legal reasons or at the request of the Customer provided that such is technically possible. If the Customer does not use the e-mail address assigned to him by Proximus for a period of 3 months, Proximus reserves the right to delete said e-mail address. Proximus shall not be liable for any compensation to the Customer in case of deletion or modification of the e-mail address, in accordance with this Article.
- 1.3 In the context of the Service subject to this Contract, Proximus does not implement procedures in the fixed network aimed at prioritising, slowing down or otherwise influencing traffic. Proximus guarantees that any measures it may implement to avoid saturation or over-saturation of its network cannot lead to a differentiation of traffic between the users and/or services in scope of this Contract. The procedures implemented by Proximus to avoid network (over-) saturation are published on its website.
- 1.4 Proximus guarantees that the Software and all elements that Proximus has made available to the Customer respect the rights of third parties.

### 2. Specific rights and obligations of the Customer

- 2.1 Customers are required to use the Service and all related equipment as responsible homeowners and shall refrain from interfering with the functioning of the Service of the other users. Customers must comply with the Conditions of Use of Internet access via the Proximus network, as published on [www.scarlet.be](http://www.scarlet.be) which contains the rules of use. Those conditions are an integral part of the Contract.
- 2.2 The Customer undertakes to make normal use of the Service and to use the Service exclusively for his own use.

### 3. Rules of use in case of dissemination of content on the Internet

Proximus may be required to block certain content, in accordance with the "Terms and Conditions of Use of an Internet access via the Proximus network", published and available on [www.scarlet.be](http://www.scarlet.be).

### 4. Internet volume and speed

- 4.1 If the Customer exceeds the Internet volume included in the price of the chosen Service, Proximus shall reduce the maximum speed of the Service until the end of the current calendar month. A list of the volumes applied and speeds adapted per Service is available on [www.scarlet.be](http://www.scarlet.be).
- 4.2 The advertised upload and download speeds are maximum speeds. They are not reached by all customers in practice. The upload and download speed at the Customer's home depends on the conditions of use (for example, the Customer's computer equipment, traffic, the number of connected customers, the conditions of the network, the type of connection, etc.). These factors must be optimal in order to be able to surf at maximum speed.

### 5. Proximus liability

- 5.1 Proximus undertakes to activate the Service within the timeframe set out in the confirmation letter sent to the Customer.
- 5.2 Proximus may not be held liable for the content of the communications or messages, nor for any delay that such communications and messages undergo while passing through the Proximus network or any delay in accessing the Customer's website. Proximus shall not be held liable for viruses, spam, intruders entering your computer via unsupervised doors and other forms of computer crime committed by third parties.



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- 5.3 Proximus may not be held liable for the services offered by third parties that are accessible through the network, nor for the invoicing and transactions resulting therefrom. The Customer agrees that Proximus acts only as an intermediary and is not a party to contracts entered into by a third party and the Customer.

### **6. E-mail address and web space**

In the event of termination of the Contract, the Customer may continue to use the e-mail address for up to 18 months after the date of termination of the relating Contract. After this 18-month period, no further action from the Customer is required and he may continue to use the e-mail address. Proximus reserves the right, in the future, in accordance with the applicable legislation, to explicitly ask the Customer if he wishes to continue to benefit from this resource and to charge a fee for this extension. In this case, Proximus will contact the Customer on his assigned e-mail address at least 3 months in advance to find out his choice and detail the conditions of the extension. Customers using the web space provided in their Internet subscription shall retain access in order to adapt the data stored on it. The web space shall remain accessible for 6 months after the date of termination.