



Scarlet General Terms and Conditions

These General Terms and Conditions are applicable to Scarlet products and services (hereinafter referred to as "General Terms and Conditions"). The Customer is bound by them by concluding his Contract with Proximus, which markets and operates these services under the registered trademark and trade name "Scarlet".

For all questions related to Scarlet products, the Customer can contact the customer service by filling out the contact form or by calling 02/275 27 27.

It is recommended that the Customer keep a copy of these General Terms and Conditions.

Each product or service may also be subject to specific conditions including specific provisions for that product or service (hereinafter referred to as "Specific Terms and Conditions"). In case of conflict or inconsistency between the documents of the Contract, the following descending order of priority shall apply: the confirmation letter, the Specific Terms and Conditions of Service, the General Terms and Conditions. All communications prior to the Contract shall be superseded by the Contract and any changes shall require the written consent of Proximus. The use of the service and/or the payment of any invoice related thereto by the Customer shall automatically entail acceptance of the terms and conditions of the Contract.

1. Definitions

For the purposes of these General Terms and Conditions, the following terms shall have the following meanings:

- Customer: Any person, whether a Consumer Customer or a Professional Customer, with whom Proximus has entered into the Contract relating to the Services or asking to enter into a Contract with Proximus.
- Consumer customer: Any natural person who uses the Proximus Service for purposes that are not part of his professional activity.
- Professional customer: Any Customer who is not a consumer.
- Contract: All the General and Specific Terms and Conditions and any other contractual documents between the Customer and Proximus relating to the Scarlet Service, such as the confirmation letter, the Price list, the Consumer Information, the contractual summary, etc.
- Service: All goods and services provided by Proximus under the Contract and sold under the commercial name "Scarlet".
- Price list: All tariffs and prices of goods and services that may be claimed from Proximus Customers, as published on the Scarlet website (<https://www.scarlet.be/tariffs>).
- Proximus Subsidiary: Any company controlled by Proximus in accordance with the Code for Companies.
- Invoice: The document entitled 'Invoice' or any other document by which Proximus claims payment for its Services or collects amounts, in the name and on behalf of third parties, related to the goods or services of such third parties.
- Endpoint: The endpoint is the point at which the Customer accesses Proximus' public telecommunications infrastructure.

2. Conclusion of the Contract

2.1 The Customer shall provide Proximus with the information that Proximus deems necessary for the purpose of concluding the Contract, in particular the Customer's e-mail address that he shall use in the context of the contractual relationship with Proximus. The Customer shall be solely liable for the information that he provides to Proximus. The Customer must immediately inform Proximus in writing of any changes in the data provided.

2.2 Proximus reserves the right to refuse to provide the Service, without being liable for any compensation, for one of the following reasons:

- the Customer fails to fulfill his obligations under another contract which binds him to Proximus or to Proximus Affiliates;
- in the event of proven fraud or serious doubt as to the creditworthiness of the Customer;
- the Customer fails to provide a legitimate document enabling Proximus to identify him;



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- the Customer refuses to pay the deposit requested by Proximus;
 - the Customer's infrastructure or the Proximus network does not support or supports with difficulty the provision of the Service, for technical or other reasons; or
 - the Customer's equipment may disrupt the network.
- 2.3 If the Customer does not have a connection to the Proximus network and asks Proximus to provide such a connection, Proximus shall draw up an estimate of the work necessary for the purpose of satisfying the Customer's request and shall submit it to him beforehand for approval.

3. Entry into force and duration of the Contract

- 3.1 Unless otherwise stipulated, the Contract shall enter into force on the date on which Proximus accepts the registered order from the Customer.
- 3.2 Unless expressly stated otherwise, the Contract shall be concluded for an indefinite period. For Fixed-Term Contracts, the Contract shall be automatically renewed for an indefinite period at the end of the initial term.

4. Changes to the Contract and the Service

- 4.1 Proximus reserves the right to amend the Contract and the terms and conditions of the Service (including its price) and undertakes to inform the Customer of such in writing (for example, by e-mail, text message or message on the invoice) at least 1 month before the said changes enter into force. Customers who do not accept the changes to the Contract may terminate their Contract at no cost, at the latest 3 months after the notification, notwithstanding Article **Error! Reference source not found.**, except in the event that such changes:
- are exclusively to the benefit of the Customer;
 - are of a purely administrative nature and have no negative impact on the Customer;
 - constitute a direct application of the legislation or are a result thereof;
 - relate to a price increase linked to the consumer price index referred to in article 4.2.
- 4.2 Proximus may review and adjust prices once a year, based on the consumer price index (using to the formula: new price = old price x (current index/previous index).
- 4.3 If Proximus decides to stop providing a Service, it shall inform the Customer at least three months in advance. Proximus shall not be liable for any compensation to the Customer.

5. General rights and obligations of Proximus

- 5.1 Proximus undertakes to implement the resources necessary to ensure the proper functioning of the Service and to provide said Service in accordance with the Contract and without undue delay. It alone shall determine the technical resources necessary for the purpose of providing the Service. Unless expressly stated otherwise, Proximus does not guarantee a minimum Quality of Service level and Proximus' obligations must be qualified as a best-efforts obligation.
- 5.2 Proximus publishes Service quality indicators on its website: <https://www.scarlet.be/fr/conditions-mentions-legales/qualite-de-service/>.
- 5.3 Proximus makes a helpdesk available to customers (by phone 02 275 27 27 or contact form) for the purpose of providing technical support and information on disruptions. Proximus is required to make reasonable efforts to resolve the Customer's problems without undue delay.
- 5.4 Proximus' public telecommunications infrastructure, including the Endpoint, is owned by Proximus. Proximus provides protection in the same way as a prudent and reasonable person. It alone is authorized to perform maintenance, repair and development work. This work may lead Proximus to limit or suspend the Service, or even terminate the Contract, without Proximus being liable for any compensation. Proximus undertakes to reduce the effect of the Service limitation or suspension to the fullest extent possible and, except in exceptional circumstances rendering communication impossible, it shall inform the affected Customers by any appropriate means, and individually if possible.
- 5.5 Proximus reserves the right to take the necessary measures, on its own initiative and without prior notice, in the event that the security, integrity or proper functioning of its Services or the network (or those of its subcontractors or suppliers) are or may be jeopardized or in the event of fraud or abuse without Proximus being liable for any compensation. Such measures may include the activation of protective measures or the suspension or limitation of the Customers' access to the Service. Proximus shall not be liable to the Customer for any consequences that may result from the implementation of such measures.



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5.6 Proof of performance or non-performance of the Contract may be provided by the parties, by any means, including data and overviews from Proximus systems or systems provided by third parties. The Customer and Proximus shall consider such data and overviews as authentic, unless proven otherwise.

6. General rights and obligations of the Customer

- 6.1 The Customer shall be solely liable with respect to Proximus and third parties for the use of the Service. The Customer shall ensure that the Service is used as a prudent and reasonable person and in compliance with the provisions of the Contract, any applicable law, public order and morality and instructions for use. The Customer shall compensate Proximus for any damage that may occur as a result of non-compliance with these obligations by any person and on any device whatsoever. The Customer shall be responsible for the content of all communications made over the network, without this entailing any obligation of supervision by Proximus.
- 6.2 The Customer is prohibited, in whole or in part, directly or indirectly, unless otherwise and exceptionally agreed by Proximus, from making the Service available to third parties, from transferring it to third parties or from granting them use thereof for the purpose of transferring it to them and from granting Proximus telecommunication Services in his name and for his own account, unless otherwise agreed.
- 6.3 The Customer acknowledges that the Service is based on a constantly evolving technology and therefore that Proximus may adapt the specifications of the Service based on new technologies. If the Service remains unchanged following such an adaptation, the latter shall not be deemed to constitute a change to the Contract.
- 6.4 Unless expressly mandated by Proximus for this purpose, the Customer shall be prohibited from modifying the telecommunications infrastructure, including the Endpoint. The Customer must behave as a prudent and reasonable person with respect to the Proximus equipment that is located in the premises he occupies alone or in common with other persons.
- 6.5 The Customer authorizes Proximus to carry out, in the premises used by the Customer, the works and refittings necessary for the proper functioning of the Service, such as installing, modifying, re-commissioning and/or checking cables, lines, telecommunications equipment and the relating configuration. Such works may not result in a requirement to restore the premises occupied by the Customer to any condition other than their initial condition.
- 6.6 The Customer must allow people working for Proximus who provide evidence of their capacity with easy access, at any convenient time, to the places used by the various components of the connection up to the Endpoint.
- 6.7 The Contract covers normal use of the Service by the Customer. Proximus reserves the right to restrict the provision of the Service or to suspend and/or terminate the Contract in case of abnormal use of the Service. To this end, Proximus shall be entitled to check the usage volume of its Services.
- 6.8 The Customer can check the Service usage level (Internet volume, mobile data volume, call minutes, number of text messages sent, etc.) on the MyScarlet application or website.
- 6.9 The Customer shall be required to take all necessary precautions to keep secret all identifiers such as PIN codes, passwords and others (hereinafter referred to as the "Identifiers") sent to the Customer. The Customer shall be responsible for any malicious or abusive use resulting from the voluntary, fortuitous or accidental disclosure of the said identifiers. Any use that is made of the Services after the introduction of the Identifiers shall be deemed to have been made by the Customer or with the authorization of the Customer. Customers who transfer, lose, copy, lend or have the codes required for accessing the Service stolen must immediately inform Proximus. The Customer must take all necessary measures to ensure that his software is compatible with Proximus' software, particularly with regard to its antivirus systems.
- 6.10 The Customer may not claim any right to require a specific phone number or e-mail address. Unless otherwise stipulated, the Customer may not claim any rights to the number or the e-mail address that Proximus has allocated to him.
- 6.11 Customer shall indemnify, defend and hold Proximus harmless against any third-party claim arising from the performance of the Services by Proximus as a result of the Customer's breach of the Contract. The Customer shall be required to compensate Proximus for all costs incurred by such claim or action of third parties, as well as for any damages for which Proximus would be liable. Proximus shall make all reasonable efforts to mitigate any potential harm.



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- 6.12 The Customer shall ensure that all users having access to the Service comply with and assume responsibility for the obligations arising from this Contract.
- 6.13 The Customer shall make sure to connect only compatible equipment that is in good working order to the network.
- 6.14 The Customer shall take care not to make or have a third party make a connection to the Proximus network or to use any equipment other than that provided for in the Contract, including pirate decoders, cards or modem making it possible to access the Service.
- 6.15 The Service may only be provided if the equipment installed at the Customer's address is electrically powered. The Customer shall be responsible for ensuring that such is the case throughout the term of the Contract. If the Customer wants the Service to remain operational during a power failure, he must ensure the electrical safety of the equipment.
- 6.16 Proximus provides information on its website (<https://www.scarlet.be/en/terms-and-conditions-legal-mentions-/accessibility/>) about adapted equipment and price plans for customers with disabilities.
- 6.17 Scarlet Services are for personal use only. In the event of use for professional purposes, Proximus offers no warranties and cannot be held liable.
- 6.18 Scarlet Services are not compatible with Proximus services offered to professional customers with more than 9 employees.

7. Proximus equipment

General provisions

- 7.1. In the context of the provision of a Service, Proximus may be required to rent or sell equipment to the Customer enabling him to access the Service to which he has subscribed and which includes any equipment, including any accessories (cables, remote control, keyboard, etc.) and the integrated software (hereinafter referred to as the "Proximus equipment").
- 7.2. The Customer authorizes Proximus to install Proximus Equipment and to carry out the required works at the address mentioned by the Customer. If the Customer does not own the premises in which the installation is to take place, the Customer guarantees that he has obtained prior consent and authorization from the owner, to Proximus' satisfaction.
- 7.3. The functional test of the Service shall take place at the time of installation by Proximus. If the Customer makes no comment on the operation of the Proximus Equipment at this time, he acknowledges having received equipment that is in good condition, without defects or apparent defects.
- 7.4. The Customer shall be responsible for using and maintaining the Proximus Equipment as a prudent and reasonable person. The right of use is strictly personal. The Proximus Equipment may not be sold, subleased, transformed, pledged or given as security, or loaned in any form whatsoever to third parties.
- 7.5. Proximus reserves the right to modify, manage and restart the Proximus Equipment at any time, in the event of technical constraints or in order to improve the Service. Such modifications may be made remotely, automatically and without warning, but it is also possible that new models of Proximus Equipment are put on the market. Insofar as possible, Proximus shall attempt to preserve the compatibility of the old Proximus Equipment in the event of changes to the Service. However, when such compatibility is no longer possible, the Customer must take the necessary steps to replace the Proximus Equipment if he wishes to continue his subscription to the Service.
- 7.6. Proximus shall update the Proximus Equipment to ensure its operation which may lead to a temporary interruption of the Services for which Proximus shall not be liable for any compensation.
- 7.7. In case of repairs to the Proximus Equipment, the Customer shall accept that the data that has been stored on said Equipment may be partially or fully damaged or lost. Proximus shall not be liable for the loss of such data.
- 7.8. In the event of unavailability of the Service in the Customer's area, the Proximus Equipment returned within a maximum period of one month from the installation date may be refunded provided that it presents no degradations.

Provisions on rental

- 7.9. Proximus may make Proximus Equipment available to the Customer as a rental for the duration of the Contract. Proximus shall remain the owner of the rented Proximus Equipment.
- 7.10. The risks relating to the Proximus Equipment are transferred at the time of delivery. The Customer shall be liable for any damage, loss, theft or destruction of the Proximus Equipment and must immediately inform



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Proximus of such incidents. If the Proximus Equipment must be replaced or repaired due to a fault or negligence of the Customer, Proximus reserves the right to charge the Customer the lump-sum compensation provided for in the Price List.

- 7.11. The Customer undertakes to inform Proximus immediately in the event that the Proximus Equipment is defective. Proximus shall make every effort to repair the defective Proximus Equipment. Proximus shall be the sole party authorized to modify the Proximus Equipment and to carry out maintenance, replacement (within the limits of available stocks) and possible repairs.
- 7.12. Proximus shall be entitled to require the Proximus Equipment made available to the Customer to be returned at any time, and the Customer shall then be offered a similar product.
- 7.13. At the end of the Contract, the Customer shall be required to return the Proximus Equipment in its original condition according to the instructions of Proximus and within the time limit indicated (no later than three days after the end of the Contract, regardless of the cause). If the Customer fails to return the Equipment or if Proximus does not accept the return within this period, a fixed amount as provided in the Price List of Proximus shall be charged to the Customer and the Customer shall become the owner of the Proximus Equipment. The Customer shall be required to compensate Proximus for any deteriorations or defects in the Proximus Equipment that do not result from normal use.

Provisions relating to sale

- 7.14. In the case of a contract for the sale of Proximus Equipment, the Customer shall become the owner of the Proximus Equipment and his subscription to the Service shall remain strictly personal. The Proximus Equipment shall remain the property of Proximus until full payment of its price. Until such moment, the Customer shall be allowed to have said Equipment in his possession.
- 7.15. In the event of seizure or any other claim by a third party to rights on the Proximus Equipment, the Customer shall be obliged to oppose such and to immediately notify Proximus of such in order to enable it to safeguard its rights.
- 7.16. The transfer of risks relating to the Equipment takes place at the time of delivery. The Proximus Equipment sold by Proximus is covered by the consumer goods warranty for the statutory period of two years, unless otherwise stipulated in the contract. The period starts from the date of delivery and shall remain valid provided that the Customer uses the Proximus Equipment as a prudent and reasonable person. In the event of failure of the Proximus Equipment, Proximus shall make every effort to restore the Equipment to good working order as soon as possible. It alone shall determine what repairs and/or replacements are needed.

8. Intellectual rights

- 8.1. All intellectual property rights on the Products and Services (including all documents created by Proximus under the Contract) as well as all trademarks, service marks, trading names, logos and other words or symbols making reference to products and/or services or commercial activities of Proximus in general shall remain the exclusive property of Proximus, of its Proximus Affiliates and/or third-party suppliers. The Customer may not claim any rights in such intellectual property and shall obtain no other rights than those explicitly specified in this Contract.
- 8.2. The Customer acknowledges and agrees that the Proximus Equipment is only issued for the agreed use and shall remain the property of Proximus and/or third parties, who shall remain the owners of the intellectual property rights relating thereto, even in case of sale of the Proximus Equipment to the Customer. Therefore, the Customer shall only have a personal use license which shall be valid for the duration of this Contract for the sole purpose of enabling the proper performance of the Service. The Customer undertakes not to make copies of, not to modify, not to resell or rent the Proximus Equipment. In addition, in some cases, specific components shall be subject to specific licensing conditions. Such specific conditions shall be communicated to the Customer prior to his use of said components, e.g. while installing or downloading certain software. Customers who decide to use said components shall be deemed to have accepted the specific licensing conditions relating thereto. Customers may not remove or conceal any proprietary notices, trademarks or other distinctive signs appearing on the Proximus Equipment, remove or make invisible the serial numbers of its various components.
- 8.3. Any infringement of the intellectual rights of Proximus or its third-party suppliers shall be subject to civil and criminal prosecution.

9. Protection of personal data



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For new Customers as of 12 July 2023, and customers who have been informed that they have been migrated to the Proximus IT infrastructure, the following conditions apply:

- 9.1. This article shall apply when the Customer uses Proximus Services as a consumer. Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:
- the performance of the Contract with the Customer and the provision of the Services requested by the Customer;
 - the administration and management of relations with the Customer;
 - Customer profiling and conducting information and promotion campaigns for products and services offered by the Proximus Group, unless the Customer objects to this;
 - the improvement and development of Proximus products and services and the network infrastructure;
 - as part of the mobile Service, the provision of reporting services to third parties based on anonymized data.
- Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus. Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the products and services of the Proximus Group, unless the Customer objects to this. In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services. The Customer has the right to access, correct and delete any data that relates to him. For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on proximus.be/privacy. The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.
- 9.2. This article shall apply when the Customer does not use Proximus Services as a consumer.
- Proximus acting as data controller
- 9.2.1. Proximus processes personal data relating to its Customers in the same way as in Article 9.1. Furthermore, Proximus also delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:
- ensure that all personal data are accurate, complete and up-to-date;
 - ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Contract. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data ;
 - shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 9.2.1.
- Proximus acting as data processor
- 9.2.2. Where the Customer (or the Customer's data controllers if the Customer is not the data controller) provides personal data to Proximus, and Proximus processes such data on the Customer's behalf for the sole purpose of providing the Service concerned, the Customer shall act as data controller for that personal data, and Proximus shall act as data processor for that personal data. In particular, Proximus shall act as data processor where:
- Proximus stores personal data at the Customer's request, among others in the Proximus cloud, in the Proximus e-mail service, or in the context of a Customer website;
 - Proximus makes an application available to the Customer in which the Customer enters personal data, such as an application for managing mobile subscriptions;
 - the Customer entrusts personal data to Proximus for the configuration of the Service.



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- 9.2.3 The personal data processed by Proximus acting as data processor may relate to the following types of persons: the Customer himself/herself, the Customer's own customers, suppliers, managers, employees, workers, agents, representatives, consultants or other third parties.
The personal data may include identification information, contact details or any other type of personal data, except for specific categories of personal data such as data relating to health, genetic data, and biometric data.
- 9.2.4 Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Contract, including 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.
- 9.2.5 Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality.
- 9.2.6 Proximus shall take the technical and organizational measures agreed in this Contract to ensure a level of security appropriate to the risks that are presented by the processing and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.
- 9.2.7 If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Contract, Proximus shall inform the Customer about the breach without undue delay.
- 9.2.8 At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:
- dealing with requests from data subjects exercising their data subject rights
 - implementing technical and organizational security measures to comply with the Customer's obligation of security of the personal data processing,
 - notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
 - conducting data protection impact assessments and consult the supervisory authority in such context.
- Proximus reserves the right to claim a reasonable compensation for this assistance.
- 9.2.9 At the reasonable request of the Customer, Proximus shall provide all information necessary, including existing certifications and audit reports, to demonstrate compliance with articles 9.2.2 and 9.2.13
- 9.2.10 The Customer hereby provides a general written authorization to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfill its contractual obligations under the Contract and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other data processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Contract.
- 9.2.11 Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognized by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer.
- 9.2.12 At the end of the Contract, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.
- 9.2.13 The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.

For existing Customers (having subscribed prior to 12 July 2023) who have not been informed that they have been migrated to the Proximus IT infrastructure, the following conditions apply:



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- 9.3.1 Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:
- the performance of the Contract with the Customer and the provision of the Services requested by the Customer;
 - the administration and management of relations with the Customer;
 - Customer profiling and conducting information and promotion campaigns for Proximus products and services, unless the Customer objects to this;
 - the improvement and development of Proximus products and services and the network infrastructure;
 - the provision of the information service and directories.
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- Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus. In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.
- The Customer has the right to access, correct and delete any data that relates to him. For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [Scarlet.be/en/privacy](https://www.scarlet.be/en/privacy).
- The data relating to customers who have terminated their contracts with Proximus can be used by Proximus to inform them of Proximus' products and services, unless the Customer objects to this.
- 9.3.2. The Customer undertakes to preserve the secret and confidential nature of his password and access code and to not communicate them to third parties. The Customer is fully and solely responsible for the use of these identification elements. In case any of these elements is lost, stolen or used fraudulently, the Customer must either change his password using the tools provided by Proximus, or notify Proximus as soon as possible. Such notification must be confirmed by registered letter.
- The Customer's liability shall cease only as from the day after the date on which Proximus receives the registered letter.
- 9.3.3 Proximus wishes to draw the Customer's attention to the fact that the law on electronic commerce requires each Internet Access Provider to communicate to the legal authorities any complaints it receives in relation to its Customers.

10. Invoicing

- 10.1. Unless otherwise agreed, Proximus shall invoice its Services monthly to the Customer. Proximus may decide to impose shorter deadlines in case of proven or suspected fraud, or serious doubt regarding the Customer's solvency.
- 10.2. An interim invoice may be sent at the Customer's request against payment. Proximus may send an interim invoice or a request for an advance on the next invoice if the total invoice amount exceeds by at least 125 EUR (excluding VAT) the average amount invoiced for all of the Customer's connections. The average amount is calculated over a period of four full-invoicing months. If the connections have been in operation for less than four full invoicing months, an interim invoice or a request for an advance on an invoice may be sent as soon as the total amount to be invoiced exceeds the amount of 125 EUR (excluding VAT).
- 10.3. Customers may obtain a more detailed version of their last invoice and the services still to be invoiced, free of charge. Customers may obtain, permanently, the detail of their usage, subject to payment of costs as listed in the Price List.
- 10.4. Proximus reserves the right to demand payment of an advance, both when the Contract enters into force and during the performance of the Contract, in the following cases:
- in the event of proven or suspected fraud or serious doubt as to the Customer's solvency;
 - in the event of abnormal use of the Service by the Customer, i.e. in a manner that is not in line with the normal usage (e.g. if the number of units used is abnormally high) or non-compliant with the usage that another Customer would have made in a comparable situation;
 - in case of doubt regarding the Customer's identity; or



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- if the Customer specifies a domicile, a fixed residence or an invoicing address abroad.

11. Payment terms

- 11.1. The sums invoiced by Proximus shall be payable within the period specified on the invoice. Payment of the full sum must be made by bank transfer to the account number specified by Proximus, mentioning the references specified on the invoice. In case of partial payment or of payment without references, Proximus reserves the right to allocate the payment to any other outstanding invoice.
- 11.2. The Customer's appointment of a third-party payer shall not exempt the Customer from his payment obligation in the event of failure of the third-party payer. The third-party payer shall acquire no rights in the Service.
- 11.3. In the event of non-payment of an invoice, Proximus shall send a reminder notice to the defaulting Customer or the third-party payer appointed by the Customer by any appropriate means (postal mail, e-mail, text message, etc.). Reminders shall result in flat-rate administrative fees as mentioned in the Price List being charged. If a Consumer Customer has a claim against Proximus, the Customer shall be entitled to the same amount if Proximus remains in default to issue the refund order within 15 days of the Customer's refund request.
- 11.4. Late payment interest calculated at the legal rate shall be automatically due in the event of non-payment at the due date.
- 11.5. When Proximus entrusts the recovery of the claim to a third party, a lump sum compensation for the costs incurred, the amount of which is calculated in accordance with the method described in the Price List, shall be due automatically.
- 11.6. The maximum amount of lump-sum compensation (including reminder costs and subcontracting costs, when Proximus entrusts the recovery of the debt to a third party) that may be claimed is limited according to the outstanding amount, in accordance with the current legislation. These maximum amounts are set out in the Price List.
- 11.7. Proximus shall communicate the amount to be paid to any Customer who declares that he has not received his invoice. If the Customer so requests, a duplicate copy of the invoice shall be provided. Repeated requests for duplicate copies of invoices and requests for duplicate copies of invoices older than the Customer's last three invoices may result in a flat-rate administrative fee being charged for each duplicate copy provided.
- 11.8. When Proximus offers a "cash collecting" service, (i.e. when it allows the Customer to pay for services distributed by third parties, including premium-rate numbers, such as 0900, etc., through his Proximus invoice), the purchase or service contract shall be concluded directly between the Customer and the third party. Proximus' role shall be limited to collecting the payment in the name and on behalf of such third party. Proximus shall not assume any liability with regard to the proper performance of the purchase or service contract as such. The amount relating to such purchase or service, including VAT, shall be included separately on the Proximus invoice in the form of a statement that shall not have the value of an invoice for tax purposes. Customers who desire an invoice for such purchase or service must contact the third party beforehand.

12. Invoice disputes

- 12.1. In order for any claim relating to invoices to be admissible with respect to Proximus, the Customer must lodge such claim with the customer service department within 30 days of the invoice date, without prejudice to the exercise of other remedies. After such period, the Customer shall be deemed to have accepted the invoice. The Customer shall be required to mention the invoice number and the disputed amount. The obligation to pay the disputed sum shall then be suspended. The undisputed amount must be paid within the contractual time periods. Proximus shall take the dispute into account within a reasonable time. In the event of dismissal of the claim by Proximus, the disputed sum shall become payable immediately.
- 12.2. If it is established that the Customer has wrongly contested the two previous invoices, or three of the last six invoices, Proximus reserves the right to demand full payment of the new disputed invoice.

13. Proximus liability

- 13.1. Proximus can only be held liable in the event that the Customer is able to demonstrate that Proximus has committed a serious contractual breach, in the event of fraud or if Proximus has not fulfilled a commitment which constitutes one of the main services of the Contract.



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- 13.2. Proximus' liability shall be restricted to repairing only foreseeable, direct, personal and certain damage suffered by the Customer, excluding repairing any indirect or immaterial damage, such as shortfalls, additional expenses, loss of profits, loss of customers, loss or deterioration of data, loss of contracts, damage to third parties, etc.
- 13.3. When the Service is used by a third party to provide a service to the Customer, the third party and not Proximus shall be liable for the Customer. The third-party service provider may require the Customer to accept additional terms and Conditions and/or pay a fee to use its service. Such additional terms and conditions shall apply between the Customer and the third party. Proximus shall be a third party to such a contractual relationship.
- 13.4. Proximus shall not be held liable for information transferred or stored by the Customer or any third party using the Proximus Services. The Customer shall communicate and disclose such data at his own risk. The Customer shall take all necessary measures to protect the confidentiality and integrity of his data, especially against viruses and cybercrime. He must at all times keep a copy of all his data on an independent medium and is requested to update such copy.
- 13.5. Proximus's liability with respect to the Customer shall be restricted, by event incurring its liability, to the total amount paid by the Customer to Proximus under this Contract during the 6 months preceding the event causing the damage (excluding possible one-time fees). In addition, Proximus' liability with respect to the Customer shall in no case exceed a cumulative amount of EUR 200,000 per calendar year.
- 13.6. To the maximum extent permitted by applicable law, the extra-contractual liability of Proximus and the board-members and employees of Proximus for damages of any kind whatsoever is excluded. Proximus' and Proximus' board-members and employees' extra-contractual liability for damages of any type is excluded.
- 13.7. Nothing in these General Terms and Conditions shall operate to:
 - exclude liability for wilful or gross misconduct;
 - limit or exclude liability for physical injury or death or for any other liability that cannot be excluded or limited by law.

14. Assignment of the Contract, relocation and decease

- 14.1. Proximus shall be entitled to assign its rights and obligations arising from the Contract, in whole or in part, to a third party, without the Customer's consent.
- 14.2. The Customer may assign the Contract subject to prior consent given by Proximus. Such assignment may only be made to a person domiciled or residing simultaneously at the same address, with the exception of the Mobile Phone Service. The transferor and the transferee shall agree on the assignment and inform Proximus of such with their double signature. The assignment shall be done free of charge and shall involve the transfer to the assignee of all rights and obligations arising from the Contract from the time of Proximus' acceptance of the new Customer.
- 14.3. Customers who are relocating may request the Service to be transferred to their new address. Proximus shall make every effort to transfer if it is technically possible and a lump sum amount as published in the Proximus Price List shall be charged to the Customer. Some features or services that the Customer has benefited from may not be transferable for technical reasons. In this respect, Proximus shall not be liable for any compensation. The fixed telephone number may only be transferred if the Customer relocates within the same geographical area.
- 14.4. In the event Customer decease, the Contract shall continue in respect of the estate until terminated or assigned to a person residing at the same address as the deceased Customer. No compensation for early termination shall be due if the successors-in-title notify the decease to Proximus by any written means supplemented by a supporting document.

15. Minimum service, suspension and termination by Proximus

- 15.1. If after having received one or several reminder notices, the Customer still fails to meet his payment obligations, Proximus may restrict the provision of the Fixed Telephony, Mobile Phone and Fixed Internet Service to that of a minimum service upon notification, if the customer has not rectified the situation within the timeframe indicated in that notification.
In the case of a Mobile or Fixed Telephony service, the Customer shall then only have the possibility to call the emergency services and receive calls, with the exception of calls paid by the recipient.



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- In the case of a Fixed Internet Service, the Customer shall not be able to access the Internet at an upload and download speed that is as high as the speed that the Customer still receives when the Internet volume included in his subscription plan has been exhausted or, if such continuation of Internet access is not provided for in his subscription plan, at an upload and download speed higher than 256 kbps.
- 15.2. Notwithstanding Article 15.1, if the Customer fails to fulfill his legal obligations, this Contract or any other contract with Proximus/one of its Affiliates, Proximus shall be entitled, after notification and without any compensation being due to the Customer, to suspend the Service or to refuse to reactivate the Services or carry out repairs.
- 15.3. The restriction and/or suspension of the Service shall end when the Customer has fulfilled his obligations. Service restoration shall give rise to a flat fee as listed in the Proximus Price List being invoiced. All fees shall remain due for the duration of the minimum service or the suspension of the Service.
- 15.4. When the Service is restricted in accordance with Article 15.1, Proximus may terminate the Contract upon notification if the Customer has not complied with his payment obligations within the timeframe indicated in the notification.
- 15.5. If the Service is suspended in accordance with Article 15.2 of these General Terms and Conditions and the Customer has not rectified the situation within 10 days of the suspension, Proximus may terminate the Contract immediately, without formal notice and without any compensation being due.
- 15.6. Proximus may terminate the Contract immediately, without notice and without any compensation being due, in the following cases:
- The Customer has committed serious or repeated breaches in the performance of the Contract or another contract with Proximus or one of its Affiliates;
 - The Customer has repeatedly failed to pay Proximus or one of its Affiliates;
 - The Customer is in a situation of cessation of activity, bankruptcy, judicial reorganization or liquidation;
 - The Customer communicates a false or erroneous identity;
 - Customer's usage is not in accordance with normal use of the Service (as described in these General Terms and Conditions and the Specific Terms and Conditions);
 - In case of proven fraud.
 - If the Customer's infrastructure or the Proximus network no longer supports the provision of the Service for reasons related to the technical operation of the network. If the reason is known and foreseeable, a written notification shall be sent as soon as Proximus is informed thereof.
- 15.7. In any case, Proximus may terminate the Contract of indefinite duration in writing at any time and without compensation, subject to a notice period of three months.
- 16. Termination by the Customer**
- 16.1. The Customer may terminate his open-ended Contract in writing (by sending a letter to Proximus, for the attention of the Scarlet customer service - while making sure customer number is mentioned - or in the MyScarlet customer zone) at any time and without being required to state any reasons for this. Proximus shall make every effort to terminate the Service as soon as possible or on the date chosen by the Customer. Proximus shall send a written notification to the Customer indicating the termination date of the Contract. If the Customer has subscribed to a joint offer meaning he received a device and that this acquisition was linked to the subscription to the Service, the Customer shall be liable for the remaining amount in accordance with the amortization table listing the residual value of the terminal equipment.
- 16.2. The Customer shall remain liable with respect to Proximus for all amounts due to it until the termination of the Contract. Proximus shall refund the Customer the prepaid amounts that are no longer payable after termination.
- 16.3. At the end of the Contract, the Customer shall be required to return the rented Proximus Equipment to a Proximus point of sale, in accordance with Article 7.13.
- 17. Easy Switch**
- 17.1. Easy Switch facilitates the switching of operators if the Customer has at least one Internet access Service or one television Service. Customers wishing to migrate one or more Services to another operator may contact the latter within the Easy Switch regulatory framework. Unless the Customer explicitly states otherwise, the new operator will take the necessary steps with the former operator on the Customer's behalf. Proximus



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shall, however, refuse the migration if the operator to which the Customer wishes to migrate the Service does not comply with the legal migration procedure.

- 17.2. Migration of the Scarlet Service to another operator entails termination of the Contract for the respective Services and all related complementary or optional services. However, the migration shall not exempt the Customer from complying with his obligations under his Contract.
- 17.3. In accordance with the regulatory framework, the Customer is entitled to receive from the new operator:
- an automatic indemnity if the technician does not show up within the agreed time window;
 - an automatic indemnity if the switch results in a service interruption of more than one working day on the Proximus network;
 - an indemnity, at his express request, for late activation of services.

The amounts of compensation are listed in the Price List. The indemnities referred to are not due if the event giving rise to compensation is due to the Customer.

18. Number portability

- 18.1. The Customer may request his number to be transferred to another operator by contacting the latter up to 1 month after the date of termination of his Contract related to this number. The new operator shall take the necessary actions with Proximus on behalf of the Customer regarding the transfer of the number and the end of the contractual relationship between the Customer and Proximus
- 18.2. The services enjoyed by a Customer at Proximus shall not be transferred. Similarly, Proximus cannot guarantee that it shall be able to offer customers who carry over their numbers to Proximus the services they previously enjoyed. During the transfer, the Service will be unavailable for some time.
- 18.3. Proximus, however, may refuse the transfer of a number:
- if the operator to which the Customer wishes to transfer his number does not comply with the legal number transfer procedure;
 - in the case of proven or suspected fraud by the Customer or a third party;
 - in the case of the transfer of a fixed telephone number, if the Customer requests to carry over his number in another telephone area.
- 18.4. Only numbers that have not been deactivated may be transferred
- 18.5. The transfer of the number shall result in the termination of the contract linked to such number, according to the terms and conditions provided for in these General Terms and Conditions. If the Customer wishes to carry over only part of the numbers he holds, reconfiguration costs shall be charged.
- 18.6. Proximus shall make every effort to carry out the transfer of the number. However, there may be technical reasons that prevent the transfer from being carried out. If the number transfer procedure fails within the time limits set by law, Proximus will reactivate the Customer's Contract linked to his number and will continue to provide the Services under the same conditions until the transfer procedure is successful.
- 18.7. In the event of a delay in the transfer procedure, at its request, the Customer may be entitled to compensation as provided by law. The Customer can find more information on the amounts and the compensation procedure on the website of the Belgian Institute for Postal Services and Telecommunications:
<https://www.bipt.be/consumers/there-was-a-delay-in-porting-your-number> Compensation claims must be submitted at the latest 6 months after the request to transfer a number.
- 18.8. Proximus cannot be held liable for non-performance or late or incorrect performance of the migration procedure for a reason dependent on the previous operator or the Customer himself. Proximus cannot be held liable for false, incorrect or illegible requests.

19. Legal compensation for Service interruption

- 19.1. In the event of a complete interruption of the Service lasting more than 8 hours as a result of an uninterrupted network outage, Customers are entitled to legal compensation, provided that the eligibility conditions are met. Article 19 applies only to interruptions to Internet, mobile and/or fixed telephony Services.
- 19.2. Eligible customers are:
- Customers with a subscription to a consumer Internet and/or fixed telephony rate plan, in the event of a Service interruption in the area where the Service installation address is located;



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- Customers with a subscription to a consumer mobile rate plan, in the event of an interruption in the area where their billing address is located;
 - Consumer prepaid card users, in the event of an interruption in the area where they have their home address or place of residence.
- 19.3 The interruption of the Service concerned:
- must last more than 8 hours, with the starting time set in accordance with the regulatory framework;
 - must be complete, i.e. no signal can pass through (excluding, but not limited to, reduced quality of Service, interruption limited to part of the Service, such as the impossibility of using mobile data, etc.);
 - must be due to an uninterrupted failure of the public electronic communications network that extends up to and including the network entry point into the home (excluding, but not limited to, a problem with the modem, terminal equipment, internal cabling in the home, intermittent failures of the Service, even if repeated, etc.);
 - must be due to an incident (excluding, for example, the absence or lack of network coverage or the announced phase-out of a network technology);
 - must have a collective element (i.e. impacting several Customers) unless, for fixed Internet and fixed telephony Services, the cause is due to a hardware failure in the network;
 - must not be caused by or the fault of the Customer (e.g. suspension due to an unpaid bill, changes made by the Customer, postponed repair appointment, etc.), nor due to a force majeure event.
- 19.4 When a fault is not resolved within the legal period of 8 hours, compensation may or may not be granted automatically, depending on the case:
- Interruptions to Internet and fixed telephony Services caused by a hardware failure in the fixed network (e.g. cable break due to Proximus or one of its subcontractors) will be compensated automatically ;
 - Interruptions to Internet and fixed telephony Service caused by a software failure in the fixed network (e.g. a software update problem) will be compensated automatically if the Customer has reported the outage themselves, and provided that several customers are affected by the same outage;
 - Mobile service interruptions (subscriptions) will be compensated automatically if the Customer has reported the outage themselves, and provided that several customers are affected by the same outage;
 - Mobile service interruptions (prepaid cards) will be compensated only at the express request of the Customer, who must provide his or her home address or place of residence, and provided that several customers are affected by the same outage.
- Customers shall report outages to Proximus and/or submit legal claims for compensation (for prepaid card users) no later than 5 days after the day on which the outage ended, using the means provided by Proximus for this purpose.
- 19.5 The compensation amounts to:
- 1 euro for the 16-hour period following the first 8 hours of interruption. For each subsequent 24-hour period, the compensation for the previous 24 hours is increased by 1 euro, plus 0.5 euro for each 24-hour period of interruption; or
 - in the case of a subscription, 1/30th of the monthly subscription fee for each 24-hour period of interruption, if this amount exceeds the value of the compensation mentioned in the first point. If the Service affected is included in a pack, the monthly subscription fee for the entire pack will be taken into account.
- The compensation will consist of a credit note or discount, at Proximus' discretion, or a top-up of the user's prepaid card. Proximus may also propose compensation in kind, which the Customer may accept at their discretion.
- 19.6 No legal compensation is due (non-exhaustive list):
- in the event that the Customer accepts a technical solution, even if this solution is temporary;
 - for the period between the initially scheduled appointment and the new appointment, which may have been postponed at the Customer's request or due to the Customer's fault (Customer's absence).

20. Conciliation and dispute settlement procedure

- 20.1 In case of difficulties regarding the performance of the Contract, the Customer is invited to contact the Customer Service, by sending a letter Proximus, for the attention of the Scarlet customer service - while making sure customer number is mentioned - ; by phone at 02/275 27 27; or by filling out the contact form. Complaints relating to an unjustified termination of service must be lodged within five calendar days of the



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- termination of service. If the complaint is lodged after such period, the period between the fifth day and the day on which the complaint is lodged shall not be taken into account for the calculation of any compensation.
- 20.2 If the Customer does not agree with Proximus' decision regarding his complaint, he may contact the Mediation Service for Telecommunications (Koning Albert II-laan 8, bus 3, 1000 Brussel, tel.: 02/223.09.09, fax: 02/219.86.59, plaintes@mediateurtelecom.be, klachten@ombudsmantelecom.be) established legally at the Belgian Institute of Postal and Telecommunications Services.
- 20.3 The provisions of the Contract are governed by Belgian law.