

SPECIAL TERMS AND CONDITIONS OF THE REPLACEMENT SMARTPHONE

1. DEFINITIONS

- **Proximus:** *Proximus PLC under Belgian Public Law;*
- **customer:** the natural or legal person who has held a Proximus mobile subscription for three months, for private or business customers, as can be found on website Proximus.be. If the end user is not the responsible of the customer account, the end user must have a mandate signed by the responsible.
- **original device:** the mobile device (mobile phone) owned by the customer, which is lost, stolen or defective;
- **replacement device:** the mobile device (mobile phone) with matching accessories (charger and protective case: hereinafter, the "accessories"), made available to the customer under the service.

2. APPLICABLE TERMS AND CONDITIONS

The REPLACEMENT SMARTPHONE service is a free, ancillary and non-essential option offered to customers who have concluded a mobile subscription contract with Proximus (hereinafter, the "main service"). The general terms and conditions of the main service also apply to this service. The terms and conditions of the main service can be found on www.proximus.be. The special terms and conditions of the REPLACEMENT SMARTPHONE service form a supplement to the general terms and conditions of the main service. In case of discrepancies, the special terms and conditions of the REPLACEMENT SMARTPHONE shall prevail.

3. SERVICE

3.1. In case the customer's original device is stolen, lost or defective, a replacement device can be made available to the customer for free, no more than twice during a period of 12 consecutive months starting on the day that the replacement device is made available to the customer (hereinafter, "the service").

The service is available while stocks of the replacement devices last.

The service is available for all mobile phone numbers that form part of the customer's main service.

3.2. The customer cannot choose the replacement device. Proximus can freely choose the replacement device. The replacement device does not have to be the same as the original device.

3.3. Data stored on the original device will not be transferred to the replacement device.

3.4. Customers who do not have mobile data included in their mobile subscription receive 1 GB of mobile data free of charge when using the service. The data must be used within Belgium, in accordance with the general terms and conditions of the mobile communication service, and is only valid during the period for which the replacement device is made available.

3.5. Proximus can refuse the service in case of proven fraud or serious doubt on the solvency status of the customer, and/or if the customer did not pay more than 1 of his last 3 Proximus invoices in due time

4. RECEIPT AND RETURN OF THE REPLACEMENT DEVICE

4.1. Customers can request, pick up, and return the replacement device at a Proximus point-of-sale of their choice (for the full list, see <http://www.proximus.be/shops>) during the opening hours of the shop. The customer will receive a replacement device within five working days, while stocks last. From that moment, the customer is responsible for all risks (not limited to loss, theft, total or partial damage or destruction, etc.).

4.2. Upon receiving the replacement device, the customer must check whether it conforms to the description provided in the contract. Non-conformity or defects must be reported immediately and will be added to the contract. Non-conformity or defects which are reported later will not be accepted.

4.3. Upon termination or suspension of the service, for whatever reason, the customer must immediately return the replacement device in its original state to a Proximus point-of-sale of his choice.

4.4. If the replacement device and/or accessories are not returned or not returned on time, the customer will have to pay a fixed penalty as defined in the contract, as well as an additional penalty of €0.50/day until the replacement device is returned.

The fixed penalty for failure to return the device will also apply in case of loss or theft of the replacement device and/or an accessory, as defined in the contract.

If the replacement device and/or an accessory is damaged or has a defect which is not attributable to normal use of the device, and which is not mentioned in the contract, the customer must pay the fixed penalty as defined in the contract.

The fixed penalties will be charged on the customer's next Proximus bill.

4.5. The customer's data will be removed from the replacement device once it has been returned to Proximus. It is the customer's responsibility to save, on another medium, any data he wishes to keep before returning the device. Proximus cannot be held liable for any loss of data.

5. USE OF THE REPLACEMENT DEVICE

5.1. The customer shall use the replacement device with due diligence, in accordance with the purpose for which it is intended and the applicable legislation, the special terms and conditions of the REPLACEMENT SMARTPHONE, and the user manual.

5.2. The customer shall maintain the replacement device in perfect condition.

5.3. The customer shall not make any changes, alterations, additions or repairs to the replacement device, or have this done by third parties.

The replacement device is and shall remain the property of Proximus. The customer shall not transfer, sub-lease, transform, deposit or pledge as security, or in any way lend the device to a third party who shall not have any right of ownership on the device. In the event of seizure of the device, or any other claim that a third party may assert on the device, the customer shall inform Proximus immediately and notify the party making the claim that the device is the property of Proximus. The customer also expressly acknowledges that the software provided remains the property of Proximus or the third parties that hold the intellectual property rights concerned. The customer only holds a non-exclusive user license. The customer shall not reproduce, copy, re-sell or lease this software.

6. DURATION, SUSPENSION, TERMINATION, AND CHANGE

6.1. The replacement device is made available for a period of maximum one month, starting on the day that the replacement device is made available to the customer.

6.2. The service will be automatically suspended or terminated on the day that the contract relating to the main service is suspended or terminated. In case the service is suspended or terminated, the contract relating to the main service will remain applicable without change.

6.3 If the customer does not use the replacement device with due diligence and in accordance with the applicable legislation, the special terms and conditions of the REPLACEMENT SMARTPHONE, and the user manual, Proximus reserves the right to suspend the REPLACEMENT SMARTPHONE service with immediate effect, without the customer being entitled to any damages.

6.4. The service is an ancillary, non-essential free option on the main service, and is offered to the customer temporarily. Proximus reserves the right to change or stop the service at any time.

7. LIABILITY

7.1. During the provision of the replacement device, the customer is considered the holder and is liable for any damage caused by the device.

7.2. During the provision of the replacement device, the customer is also liable for any damage, loss, or destruction of the replacement device, whatever the cause of the damage, except if such damage, loss or destruction is attributable to a fault by Proximus.