

# Telenet KotNet Terms and Conditions



The Telenet KotNet Terms and Conditions determine the contractual conditions (hereinafter the "Agreement") under which Telenet BVBA (hereinafter "Telenet"), which has its registered offices at Liersesteenweg 4, 2800 Mechelen, allows you (the user of the service) to make use of the KotNet service (hereinafter the "Service").

The Agreement is also subject to the Telenet KotNet Special Terms and Conditions, the Telenet Internet Special Terms and Conditions and the Telenet General Terms and Conditions (these may also be found on <http://www.telenet.be>). In the event of any conflicts between the said conditions, the Telenet KotNet Special Terms and Conditions shall take precedence over the Telenet Internet Special Terms and Conditions and the Telenet General Terms and Conditions

Making use of the Service means that you expressly accept the applicability and content of the terms and conditions and that you undertake to observe them.

## Telenet KotNet Special Terms and Conditions

### 1. Subject of the Agreement

- 1.1. These special terms and conditions define the conditions and modalities associated with the KotNet Service, which is reserved for the Associatie KULeuven. The general stipulations for the Service are explained in the Telenet general terms and conditions and the Telenet Internet special terms and conditions, which Telenet will provide on request.
- 1.2. Only the following persons may subscribe to the Service: (1) students of the Associatie K.U. Leuven, (2) academic and administrative staff of the Associatie K.U. Leuven, and (3) tenants of student accommodation in Leuven, Kessel-Lo and Heverlee, restricted in the latter case to such housing.
- 1.3. If the customer no longer falls under these categories at any point during the Agreement, he/she must inform Telenet and the Agreement will then terminate by law.

### 2. Duration of the Agreement

- 2.1. The Agreement comes into effect on the date of installation. Irrespective of the billing periods, the Agreement shall be entered for an initial period equal to (the remainder of) the academic year (running from 1 October to 30 September of the following year) in which the Agreement takes effect. If you have not cancelled the Agreement by registered letter by 1 month before the minimum period expires, then the Agreement shall automatically be extended for an unlimited period. From that moment onwards, you can cancel the Agreement at any moment by registered letter, as long as a period of notice of at least 1 month is observed. In the case of cancellation with a period of notice of at least 1 month being observed, if the Customer does not state the desired termination date, then the cancellation shall take effect as of the first day of the month after notification.



- 2.2. The Customer may not cancel the Agreement early at any point during the initial period, except where the written notice of cancellation is accompanied by written proof from the KUL that the Customer is no longer registered with the KUL. Or if proof is provided that the Customer is moving outside the Telenet area. If the Customer cancels the Agreement during the initial period, Telenet reserves the right to charge fixed compensation costs to the Customer covering the subscription fees for the months remaining until the end of the initial period, except in cases covered by Article 2 of these special terms and conditions.

## **Special terms and conditions for Telenet Internet**

### 1. Electronic post, e-mail address, web space and domain name

#### 1.1. Electronic post and e-mail address

- 1.1.1. At the start of the agreement, Telenet allocates you one or more e-mail addresses, depending on the type of Internet subscription you have selected. You retain the same e-mail address until the end of this agreement, unless it is modified by Telenet for technical, operational or legal reasons or on your initiative. You are not entitled to claim any compensation for damages in the event of such a change.
- 1.1.2. If you do not use the Telenet e-mail address, you undertake to inform Telenet of a different e-mail address or to handle the administration of this e-mail address yourself through My Telenet so that e-mails can be sent to an active e-mail address and we can handle our communications in a customer-friendly fashion.
- 1.1.3. The e-mail address allocated by Telenet cannot be retained after termination of the agreement, unless otherwise agreed.

#### 1.2. Web space

- 1.2.1. Depending on the type of Internet subscription you have selected, Telenet shall make web space available to the customers so that you can manage a website.
- 1.2.2. The Customer is aware and acknowledges that exceeding the permitted volume of web traffic may cause Telenet to take steps in order to keep your web traffic within specific limits.
- 1.2.3. The traffic from and to this website is also limited and depends on the type of Internet subscription chosen by the Customer. It can not be larger than the web space that the Customer has available.
- 1.2.4. On termination of the Internet service by Telenet, you must yourself arrange for transfer of the website to another operator if appropriate, unless otherwise agreed.

#### 1.3. Domain names and subdomain names

- 1.3.1. A licence for any domain names or subdomain names that may have been registered on your request shall be granted to you. The use of these domain names or subdomain names shall be subject to the general terms and conditions of domain name registration as imposed by the domain name manager in question, in addition to these in general terms and conditions. We can therefore give the Customer no guarantee whatsoever about the domain name that he requests from a domain name manager.
- 1.3.2. Your use of such a domain name is at your own risk and on your own responsibility. You indemnify Telenet against all damages that Telenet could suffer as a consequence of improper use of such domain names or subdomain names by yourself or a user.
- 1.3.3. If the Customer wants a new domain name or subdomain name during the period of the agreement, the formalities of registration have to be repeated before a licence for it can be granted.



1.3.4. On the expiry of the licence for the domain name or subdomain name, you must respect the rights and obligations pursuant to the general terms and conditions of the domain name manager. When the registration of the domain name or subdomain name is terminated, Telenet may charge an administrative fee to the Customer.

1.3.5. When this agreement is terminated, for whatever reason, the Customer may use the domain name or subdomain name (if so desired and if an express request is stated in advance) for services provided by a different Internet provider, insofar as the licence has not expired. In such cases, the Customer must arrange for the transfer of these files himself.

## 2. Specific obligations of Telenet associated with the Internet service

2.1. Telenet undertakes to build security features into the Telenet network that will minimise potential misuse. This does not allow Telenet to exclude all forms of improper use.

2.1.1. Telenet can therefore not be held liable in any way with regard to viruses, unwanted e-mail, intruders via unguarded ports or other forms of computer criminality by third parties.

2.2. Telenet shall take action against misuse committed on the Telenet network by its Customers and the users of its services, insofar as Telenet becomes aware of such misuse. Where matters are particularly urgent, Telenet may suspend the connection temporarily with immediate effect in order to maintain the integrity of the network. If the misuse persists, Telenet can decide to suspend the subscription in question or to take other measures as envisaged in the general terms and conditions.

2.2.1. In cases of misuse on other networks or by persons with IP addresses that have not been assigned by Telenet, the manager of the IP address in question must be informed so that he can identify his customer and take the requisite measures. In order to find out who the manager in question is, you can consult the WHOIS database (more information about this can be found on [www.telenet.be](http://www.telenet.be)).

## 3. Specific obligations of the Customer associated with the Internet service

### 3.1. Use of the usernames and passwords

3.1.1. One or more personal usernames and passwords are assigned to the Customer in order to provide access to the Internet service. The Customer is responsible for the confidentiality, security and appropriate usage of these. To this end, the Customer must take all necessary measures to ensure the confidentiality, security and appropriate use of all usernames and passwords that are associated with the Internet service and to ensure that these are not revealed to third parties. Telenet will not ask for your username and password unless strictly necessary for an intervention and only during a telephone response or in response to an e-mail from the customer.

3.1.2. Any use of any service whatsoever after a valid username and password have been given shall incontrovertibly be deemed to be evidence of use by the Customer. If you have any reason to believe that a username or password has become known to someone who was not authorised to use it or if a username or password is being used or could be being used in a manner that is not permitted, you must inform Telenet about this immediately.

3.1.3. If Telenet has reasons to believe that confidentiality and/or security are endangered or are being violated or that the Internet service is being misused, Telenet may change your username or password and you will then be informed of this.

3.1.4. If you have forgotten your username or password, you may request a new password through My Telenet, as long as you pass the safety checks that Telenet uses for this.

### 3.2. Use of the Internet service and code of conduct

3.2.1. The Customer undertakes to use the Internet service in such a way that neither other users nor Telenet staff shall be hindered in any way. Further information and specific examples of this can be found in the code of conduct and the article entitled "Free Downloading

Internet subscription". The code of conduct is an integral part of the special terms and conditions for the Telenet Internet service.



### 3.3. Internet subscription with a permitted volume

- 3.3.1. You undertake at all times to respect the permitted monthly volume as stipulated for the type of subscription that you have selected.
- 3.3.2. In the event that you exceed the permitted volume, Telenet reserves the right to impose limits on the use of the Internet service; you will have an opportunity to increase the permitted volume as a one-off or permanently, for a fee.
- 3.3.3. Our technical details as provided by the Telemeter (see My Telenet) shall take precedence in determining whether and to what extent the permitted volume has been exceeded.

### 3.4. "Free Downloading" Internet subscription

- 3.4.1. "Free downloading" means that you can transmit and receive an extremely large quantity of data via the Telenet network. Telenet will only ask you to modify your usage patterns in cases of exceptional volumes that may impact upon the comfort of other subscribers. We shall take the term "exceptional volumes" to mean usage that is at least double the average volume use of all subscribers of your Internet product. In cases of exceptional volumes, which are determined dynamically and depend on the available local network volume, Telenet reserves the right to reduce download speeds to a minimum of 512 kbps until the next charging period commences. "Free downloading" may only be used for the purposes of private individuals and where fully compliant with the general terms and conditions and code of conduct of Telenet. Among other things, this means that the subscriber may only distribute legitimate data.

## 4. Stipulations regarding the Telenet Security Pack service

### 4.1. Description of the Telenet Security Pack service and its applicability

- 4.1.1. The Telenet Security Pack service (hereinafter also referred to as the TSP service) gives you a licence to use the F-Secure software package (hereinafter also referred to as the TSP software), which will provide better protection for your PC against viruses and intruders via unguarded ports.

### 4.2. Installation of the TSP software and use of the TSP service

- 4.2.1. The Customer undertakes to delete all other security applications before installation of the TSP software.
- 4.2.2. All rights that may be granted to you pursuant to these general terms and conditions, including the rights to use the TSP service, are granted on the express resolute condition that you have accepted the specific licensing terms and conditions for the TSP software and shall observe them.
- 4.2.3. You use the TSP software at your own risk and on your own responsibility. You indemnify Telenet against all damages that Telenet or the supplier of the TSP software may suffer as a consequence of improper use on your part.

### 4.3. Additional stipulations relating to Telenet's liability

- 4.3.1. Given the fact that computer criminality is continually evolving and given the ingenuity of the techniques that are being used for the purpose, Telenet cannot offer a guarantee that all viruses will be kept out, nor that undesired e-mail may arrive, nor that your computer will be fully protected against intruders via unguarded ports.
- 4.3.2. Taking due account of the existing technical restrictions and the continually evolving technology, Telenet can inter alia not give any guarantee that the TSP service will always be accessible and functional, nor that there will be no interruptions or errors whatsoever in the TSP service.

4.3.3. Telenet does not accept any liability whatsoever for damages that could arise in this context to your end-user equipment and/or software.



#### 4.4. Additional stipulations regarding privacy

4.4.1. In order to simplify the delivery of the TSP service, it may be necessary for specific programmes and applications (e.g. cookies) to be installed on your end-user equipment. You accept the installation of such programmes and applications on your end-user equipment.

## **Telenet general conditions**

The general terms and conditions of Telenet are applicable to the Telenet services. For each individual service, special terms and conditions with service-specific stipulations are applicable. In the event of any conflicts with the general terms and conditions, the special terms and conditions for the specific service take precedence over these general terms and conditions

### **1. Definitions**

- 1.1 Statement/Invoice: The descriptive list of the costs and remunerations associated with the service or services provided to you and (where appropriate) the end-user equipment sold by Telenet as part of the agreement. An Invoice, which Telenet is obliged under Belgian VAT legislation to issue to certain Customers, comprises a confirmation of the existence of a claimable monetary debt from the Customer. The Customer must state its VAT number. The articles that apply to the Statements are also applicable to the Invoice.
- 1.2 Customer (he, his), you, your: the natural person, legal person or de facto association with which Telenet has signed this agreement, including any person acting with your authorisation or knowledge or whom we could reasonably assume is doing so.

### **2. Applicability of the general terms and conditions and structure of the agreement**

- 2.1 These general terms and conditions described in full the rights and obligations existing between the Customer and Telenet with regard to the service or services. The Customer declares that he has been sufficiently informed about the content of these general terms and conditions and the nature of the Telenet service or services and that he has accepted these general terms and conditions.
- 2.2 In addition to the general terms and conditions, the agreement also comprises the confirmation of purchase stating the price of the service or services ordered, the special terms and conditions, other stipulations to which reference is made in these general terms and conditions or the confirmation of purchase, plus any written modification to this agreement.
- 2.3 All earlier verbal or written agreements and statements relating to the agreement and/or the service or services shall be deemed not to exist and shall be superseded by this agreement.
- 2.4 The Customer may under no circumstances modify or replace the agreement, unless otherwise agreed.

### **3. Conditions for entering into and executing the agreement**

- 3.1 Telenet reserves the right, without thereby owing any form of remuneration, not to enter into an agreement, to terminate an existing agreement or to suspend it or dissolve it, inter alia in any one of the following situations:



- technical reasons;
- incorrect customer details or misuse of such details;
- serious indications of fraud, lack of creditworthiness or non-payment for our services. This may be demonstrated for example by a prior history of non-payment;
- use of a Telenet Service a manner that conflicts with the agreement, with the legal or regulatory stipulations, with public order or decency, or where the proper operation or the integrity of the Telenet network is harmed;
- if you do not observe the obligations pursuant to other agreements with Telenet or companies belonging to the Telenet group;

3.2 The Customer shall provide Telenet with all documents that Telenet deems necessary for entering the agreement. The Customer undertakes to inform Telenet immediately of any change to his contact details or personal details.

#### **4. Effective date and duration of the agreement**

- 4.1 The agreement comes into effect on the day that the equipment is installed or the service is activated.
- 4.2 Unless otherwise agreed, the agreement is entered into for a period of one (1) year starting from the installation or activation of the service. On the expiry date, the agreement shall be automatically extended for an unlimited period. The methods of termination are explained further in the general terms and conditions and the special terms and conditions.
- 4.3 The most recent version of the general terms and conditions can always be requested from Telenet's customer services or can be found on [www.telenet.be/algemenevoorwaarden](http://www.telenet.be/algemenevoorwaarden) (in Dutch).

#### **5. Telenet's obligations**

- 5.1 Telenet undertakes to use its professionalism and care to provide you with uninterrupted services of the highest possible quality, in accordance with the legal, regulatory and contractual regulations. Telenet shall make every possible effort to resolve any interruptions, faults or repairs in the short term.
- 5.2 Notwithstanding the above, you are entitled in the event of serious interruptions that last longer than seven (7) days to terminate the agreement free of charge or to ask for the subscription fee to be credited to you for the duration of the above-mentioned interruption, unless you or another operator are culpable for this fault.
- 5.3 Telenet supplies its services as far as the network connection (the point at which you are given access to the services). More information about the Telenet connection and other technical guidelines may be found on [www.telenet.be](http://www.telenet.be).
- 5.4 Maintenance and development of the Telenet network may oblige Telenet to restrict or suspend the service or services for a short period without Telenet owing you any form of remuneration as a result.
- 5.5 The costs of maintenance and development of the Telenet network and Telenet equipment and repairs to the end-user equipment sold by Telenet and under warranty with Telenet shall be borne by Telenet, except in cases of deception, major errors or gross negligence on the part of the Customer.
- 5.6 Urgent repair work, repairs to the customer's end-user equipment (unless otherwise agreed) and repair work as a consequence of incorrect usage by you shall be carried out at your expense. (rates: see price list).
- 5.7 A fixed service fee may be charged for repairs outside office hours. (rates: see price list).
- 5.8 If the Telenet technician does not meet the agreed repair conditions without informing you of this in advance, you may (depending on the circumstances) be able to claim a fixed costs remuneration. (rates: see price list)



## 6. Obligations of the Customer

- 6.1 The Customer undertakes only to use the Services for legitimate purposes, in accordance with the agreement and the usage guidelines.
- 6.2 The services and the contents thereof may only be used for the purposes of private individuals, unless otherwise agreed with you.
- 6.3 You may not distribute, commercialise, sell or hire these services or make them available or duplicate them in any fashion on any medium whatsoever either free of charge or for a consideration in value for the benefit of any third party whatsoever, nor make them public except with the prior, express, unambiguous and written approval of Telenet. The Customer is also forbidden to use the Telenet network to send text messages to third parties that contain any commercial message or content.
- 6.4 Any fraudulent and/or illegal use of the Telenet equipment is strictly forbidden. The licence to use the Telenet software is personal and not transferable. The user licence for the Telenet software expires immediately when this agreement is terminated.
- 6.5 You must treat and manage the Telenet equipment (which remains the property of Telenet) with due care. Any faults or interruptions must be reported to Telenet by the Customer. The Customer is liable in the event of loss, theft or damage of Telenet equipment. The Telenet equipment shall not be sold, rented or transferred by the Customer.
- 6.6 Except where Telenet states otherwise beforehand, in writing and unambiguously, Telenet equipment and the Telenet network may only be maintained and repaired by persons appointed by Telenet. The Telenet equipment must at all times remain easily accessible for Telenet, so that supervision is always possible. Telenet may reclaim the Telenet equipment at any time, in which case an equivalent product will be put in its place, except where the Customer is not fulfilling his obligations in accordance with the stipulations of the agreement.
- 6.7 If you are unable to comply with an installation and/or repair agreement with Telenet, you must inform Telenet of this; if this is not done, Telenet will charge you a fee for the unnecessary actions (rates: see price list).

## 7. Fees and costs

- 7.1 The costs and payments that you owe for the services are stated in the purchase confirmation and can also be found on [www.telenet.be](http://www.telenet.be) and in the price list.

### 7.2 Installation fee

- 7.2.1 You can choose from a range of installation types. Explanations about the various installation types can be found on [www.telenet.be](http://www.telenet.be). Depending on the type of installation you select, a different installation fee may be charged.
- 7.2.2 The price for the equipment sold by Telenet (including Powerline adapter, wireless base station, HDMI cable, DVI cable, wireless modem, mains plug, Digibox, Digicorder and so forth) is not included in the installation fee.
- 7.2.3 The quality certificate will be signed by Telenet after installation. Unless stated otherwise on the quality certificate, the installation shall be deemed to have been successful. From the moment that the quality certificate is signed, the risks associated with loss, theft or damage to the Telenet equipment and the end-user equipment sold by Telenet are transferred to you. In cases where Telenet equipment or end-user equipment sold by Telenet is delivered or handed over, the risks associated with loss, theft or damage are transferred to you at the moment of delivery or handover.
- 7.2.4 If you have chosen a Self-Starter installation or if no installation is required (activation by Telenet suffices), then you will be deemed to have been correctly connected from the moment of activation onwards.



7.2.5 If you do not have an existing and operational cable distribution connection and you ask Telenet to provide you with one, the associated costs shall be determined in joint consultation by you and Telenet before the work commences.

7.2.6 You declare that you have all the necessary licences for the software on your end-user equipment. Telenet accepts no responsibility under any circumstances whatsoever with regard to software that is already installed on your end-user equipment.

### 7.3 Activation fee

7.3.1 The Activation Fee shall be charged on activation and modification of the service and on reactivation of services. The activation fee shall also be charged when an additional piece of equipment is activated.

### 7.4 Subscription fee:

7.4.1 The subscription fee shall be owed from the first day of connection to the Telenet network until the last day of connection. You pay the subscription fee monthly in advance, unless we have agreed otherwise in writing.

7.4.2 You continue to owe the subscription fee even if you do not use the service, for example in cases of defects or problems with the end-user equipment.

## 8. Calculation methods and payment methods

8.1 Unless you only have a cable television connection from Telenet (calculated annually), the charges will be calculated for the services monthly. Telenet reserves the right to charge you at a different frequency in cases of unusual volumes, due to reasons of creditworthiness or for technical reasons associated with the system.

8.2 A statement of these charges will be sent to you or made available to you at the given e-mail address or billing address or PC banking address. Telenet reserves the right to make the statements available by e-mail only.

8.3 You will be given a copy on request. Telenet reserves the right to charge for the costs of any such copy. These costs can be found in the price list.

8.4 The Statement will be sent to you or to a third party indicated by you for the payment. If the said third party defaults on the payments, this does not absolve you from your obligation to pay. The third party making the payments does not acquire any rights to the connection.

8.5 The Statements must be paid by no later than the expiry date stated on the statement. Where no expiry date is given, the Statement is payable immediately upon receipt.

8.6 Payment must be made to the account number given by Telenet, stating the appropriate structured reference code, unless otherwise agreed with you. If the payment is not made to this account or if the statement details are absent or details are given for another statement, this will be treated as a non-payment.

8.7 The Statements also state “dienstenverrekening van derde partijen cfr. BTW Circulaire 50/2009” (settlement of third party services as per VAT Memorandum 50/2009). This usage by third parties or services of third parties is charged by Telenet and collected by Telenet; in the event of any complaints, however, you should contact the third party yourself.

### 8.8 Non-payment

8.8.1 If payment is not made by the due date, Telenet will send a reminder to you or the third party making the payments for you. In that case, reminder costs will be charged (rates: see price list).





8.8.2 Furthermore, the Statements plus any cancellation fees and other fees (for instance - but not limited to - fixed damage remunerations) that are not paid on time shall be incremented after the reminder by the usual penalty interest of 10% per annum, calculated from the due date of the entire payment plus penalty damages of 15% of the outstanding amount (with a minimum of €40), without prejudice to Telenet's right to claim higher compensation if a higher amount can be proved for damages actually incurred.

8.8.3 In the event that Telenet defaults on the obligation to pay any sums owed to you within the agreed payment term, you are entitled to the same penalty interest charges from the moment that Telenet has been informed of the Customer's account number.

## **9. Guarantees and advance payments**

9.1 Both before entering into the agreement and during the term of the agreement, Telenet may ask for a guarantee or advance payment in the following cases (a non-exhaustive list): if there is non-payment on the part of the customer during the term of the agreement, if the Customer's behaviour in the past has included non-payment (which may include previous agreements between the Customer and Telenet or between a user and Telenet), if the information provided by the Customer is incomplete, for a roaming (voice and data) request, when special numbers are used, and where exceptional patterns of use have been observed.

9.2 The guarantee sum can be used as a whole for (partial) payment of outstanding statements, after Telenet has notified you of this, with the exception of the first three (3) statements that you receive after the date on which the guarantee sum is paid.

9.3 If the (residual) amount of the guarantee cannot be used as described above, Telenet shall repay the (residual) amount of the guarantee to you within a period of two months after the date on which the agreement is terminated, as long as all statements have been settled by you.

## **10. Suspension and termination due to the agreement not being carried out by the Customer**

10.1 If you do not meet your obligations under this agreement or under any other agreement with a company associated with Telenet or for other Telenet services, Telenet may decide after sending a reminder to suspend the agreement; to refuse to reactivate one or more services; to refuse to make repairs or to reject requests for additional services or impose additional conditions on them until Telenet has received payment for all outstanding sums or until you have provided proof to Telenet that you have fulfilled all your obligations under this agreement. Such measures do not affect the right of Telenet to demand payment in full of all outstanding amounts, activation charges, penalty interest and damages plus any other contractually agreed compensation, and (where appropriate) to claim compensation for damages that Telenet has suffered as a result of your actions or negligence.

10.2 Telenet may decide to terminate the agreement by law without prior notification of default and without owing you any kind of compensation if you fail to fulfil your obligations under this agreement (or any other agreement with Telenet or an agreement with a company associated with Telenet) repeatedly or to a substantial extent, if you have failed several times to pay your Statements/Invoices, if you are declared bankrupt or are granted a suspension of payments, if you have made an out-of-court settlement with your creditors, if you are unable to pay your debts, if your company is liquidated, or if a curator, interim receiver, debt counsellor or other similar person has been appointed. These measures do not affect the right of Telenet to demand payment in full of all outstanding amounts, activation charges, penalty interest and damages plus any other contractually agreed compensation, or the right to claim compensation for damages that Telenet has suffered as a result of your actions or negligence.

10.3 In cases that are extremely urgent or pursuant to an order or decision by the authorities or the courts, Telenet may by law immediately suspend your connection or terminate the agreement with immediate effect and without prior notification, without owing you any compensation as a result. In such a case, you will be informed in writing as quickly as possible. These measures do not affect the right of Telenet to demand payment in full of all outstanding amounts, activation charges, penalty interest and damages plus any other contractually agreed compensation, or the right to claim compensation for any damages that Telenet may have suffered as a result of your actions or negligence.



10.4 In the case of a mobile or fixed telephony service, Telenet may restrict the mobile or fixed telephony service to a minimum service. In such cases, it is only possible to receive incoming calls or other data traffic on the national network (with the exception of reverse charge calls) but it is not possible to initiate outgoing calls or send other data traffic, except calls to free numbers and emergency services. You will be informed about this beforehand. This measure does not affect the right of Telenet to demand payment in full of all outstanding amounts, activation charges, penalty interest and damages plus any other contractually agreed compensation or where appropriate the right to claim compensation for damages that Telenet has suffered as a result of your actions or negligence. The costs incurred for enabling and disabling the minimum service as a result of your actions shall be borne by the customer.

## 11. Methods of cancellation by the customer

- 11.1 You may cancel the agreement during the minimum term of the agreement as long as you pay a cancellation charge that is equal to the subscription fees for the remaining months until the end of the minimum term.
- 11.2 If you have not cancelled the agreement in writing by notified post by no later than one (1) month before the expiry of the minimum period, this agreement shall automatically be extended for an unlimited term. From that moment onwards, you may at all times terminate the agreement free of charge in writing by notified post as long as a period of notice of at least one (1) month is observed.
- 11.3 You may terminate the agreement with immediate effect free of charge in the event of severe interruptions (see article 5.2 of these general terms and conditions) or in the event of changes made by Telenet that are disadvantageous to you (see article 17 of these general terms and conditions) or if you relocate to an area where Telenet connections are not available, on the condition that you inform Telenet about this at least one month before moving and provide proof to Telenet that you are moving.
- 11.4 When this agreement is terminated for whatever reason, the Customer shall pay Telenet all sums owed under this agreement.
- 11.5 Except when you are cancelling the agreement during the minimum term, Telenet shall repay any subscription fees you may have paid in advance and/or any copyright fees.
- 11.6 Telenet equipment that has been made available to the Customer must be returned to Telenet in good condition, unless you are instructed otherwise by Telenet.

## 12. Privacy

- 12.1 Personal details, information about the use of these services, invoicing and payment details and technical data provided by the Customer and the members of his family shall be processed by Telenet for the following purposes:
1. implementation of the agreement;
  2. customer management;
  3. market research and user profiling;
  4. promotional and acquisition purposes such as direct marketing (more specifically for regularly keeping the Customer up to date about new benefits, products or services and Telenet's current promotional actions and those of companies associated with Telenet); and
  5. improvement of the service.
- 12.2 The above-mentioned details of the Customer and the members of his family may be passed on to companies associated with Telenet and third parties who operate and/or make sales on behalf of Telenet and at Telenet's expense for the same purposes. If the Customer does not want to receive advertising material from Telenet or any companies associated with Telenet, he should inform Telenet's customer service department at Liersesteenweg 4, 2800 Mechelen.
- 12.3 Telenet does not in general pass on personal data to third parties, except in order to comply with legal obligations, in cases where expressly requested to do so by the competent authorities or police services and in the following cases under the stated conditions:



(i) The Customer acknowledges and accepts that his use of the (digital) interactive services may mean that certain personal information is passed on to third parties with the Customer's permission, for example such as the domestic or foreign broadcasters or advertisers who offer the interactive services. Before this personal information is passed on to these third parties, a message shall always be shown and the Customer shall be asked for permission for his personal details to be forwarded. To limit shall not accept any liability whatsoever relating to the processing of the personal details of the Customer and his family members by these third parties.

(ii) Telenet processes data relating to the (interactive) usage of the services by the Customer and his family members (including the use of the Film à la carte service, such as choice of film, time of day, duration, etc.) for the purposes of drawing up the statements, as well as for regularly bringing the Customer up to date about new benefits, products or services, current promotional activities and/or optimisation of the service or services. This data may be retained until the end of the period within which the Statement can legitimately be contested or payment can be enforced and/or until the end of the relevant marketing campaigns. The Customer vouches for the fact that his family members also agree to their personal details being processed in this way, including any release of such data in the context of verification of the usage of the services for which charges have been made. The Customer confirms that he has informed his family members about the fact that their personal details may be processed in this way. If the Customer wants to object to the processing of details of the way he and his family use the services, he may notify Telenet's customer service department of this at Liersesteenweg 4, 2800 Mechelen.

12.4 The Digibox/Digicorder has software that allows activities performed using the Digibox to be recorded. This information is recorded with the aim of discovering technical or other problems, improving the services (such as software updates, better functioning of the services) and increasing the efficiency of the services. This information is not passed on to third parties. Statistical information in aggregated form may however be used by Telenet and third parties.

12.5 In the case of television services, the Customer and his family members have the right to be informed of personal details about them that are being processed by Telenet. If these are incorrect, incomplete or no longer relevant, they may ask for them to be corrected or deleted. If they wish to make use of this right, they may submit a written request to that effect, dated and signed and accompanied by a copy of their identity card, to Telenet's customer service department at Liersesteenweg 4, 2800 Mechelen.

### **13. Telenet's liability**

13.1 Telenet can only be held liable insofar as you can prove that Telenet has committed a major error under the terms of the contract, in cases of deliberate action or where Telenet has not met an obligation that is one of the primary performance requirements of the agreement. Telenet's liability is limited to reparations for foreseeable, direct and personal damage that you have suffered, with the exception of all indirect or intangible damages such as (but not restricted to) loss of business, loss of income or profits, loss of customers or contracts, and damage to or loss of data or recordings. In all cases, Telenet's liability is limited to the equivalent of three months' subscription fees for the service in question, up to a maximum of €100.

13.2 Telenet cannot be held liable for delays or shortcomings in the implementation of the service or services and the consequences thereof due to force majeure.

13.3 Telenet cannot be held liable for the actions or negligence on the part of third parties (with the exception of its subcontractors) through which the service or services are disrupted for a shorter or longer period. Telenet can also not be held liable in the event of suspension or cancellation of the service or services made available to you.

13.4 Telenet merely makes the service or services in question available to you. You are aware and you acknowledge that Telenet has no control over the information, quality, security or pricing of data, programmes or services to which you have access through the service or services, and that Telenet does not examine the content of the information that you transmit, download, upload and/or receive via the service or services. Telenet accepts no liability whatsoever relating to the content of the information transmitted and received, no matter what its nature. Regarding third-

party services that are provided via the Telenet network or that you are able to use via the service or services, you are aware and accept that Telenet is merely acting as an intermediary for the invoicing and collection. Telenet can under no circumstances be regarded as the provider of such services in its own right or at its own expense.



#### **14. The Customer's liability**

- 14.1 The Customer is liable for the use of the services and for the implementation of his contractual obligations under this agreement, even if multiple users are listed and even in the event of loss or theft of the required end-user equipment. The Customer can be held liable by Telenet for all damage suffered by Telenet and third parties where such damage is consequential to the use of the service or services.
- 14.2 The Customer is responsible for the Telenet equipment that is made available, for error-free operation of end-user equipment that is connected to the Telenet network, for correct connection of end-user equipment to the Telenet network and for the correct use of his end-user equipment or Telenet's equipment.
- 14.3 The Customer undertakes to inform Telenet about loss or theft of the end-user equipment and/or Telenet equipment. The content of communications that you realise through the service or service is shall in all cases remain your own responsibility and Telenet shall not be expected to restrict or monitor this. You indemnify Telenet against all claims made by third parties against Telenet as a result of erroneous and/or illegal use of the service on your part. You also undertake to take all necessary measures to protect the integrity and confidentiality of your data, including measures against viruses and computer criminality. You can find information about this on [www.telenet.be](http://www.telenet.be) and elsewhere.

#### **15. Complaints**

- 15.1 Complaints must be addressed to Telenet's customer service department. This may be done by filling in the form provided on the Telenet website or by sending a letter to Telenet. The complaint and the reasons for the complaint must be stated clearly, noting the amounts being contested if appropriate.
- 15.2 Complaints must be sent to Telenet within two months of the statement date or of the damage occurring. The obligation to pay the amount being contested and any measures taken as a result of the non-payment shall not be suspended at that point. Any amounts not being contested must be paid within the normal period. After analysis of the complaint and subsequent rejection Telenet, the amount being contested shall then be immediately claimable in full.
- 15.3 If you do not agree with the decision regarding your complaint, you may contact the Telecommunications Ombudsman's Office (Ombudsdienst voor Telecommunicatie). Contact details for the Ombudsman's Office: Barricadenplein 1, 1000 Brussels or [www.ombudsmantelecom.be](http://www.ombudsmantelecom.be). If the Telecommunications Ombudsman's Office deems there are grounds for your complaint, no administrative charges will be imposed and the collection procedure will be suspended for a maximum period of four (4) months from the moment that the complaint was submitted to the Telecommunications Ombudsman's Office. If malicious or bothersome calls persist, you may also contact the Telecommunications Ombudsman's Office.

#### **16. Transfer of the agreement**

##### **16.1 Transfer by Telenet**

Telenet has the right to transfer all or part of its contractual rights and obligations to a third party without requiring the Customer's consent and without the Customer being able to claim any compensation for damages as a result of this transfer.

##### **16.2 Transfer by the Customer**

The Customer may transfer its rights and obligations in their entirety to a third person (natural person or legal entity) as long as written permission has been obtained from Telenet and after the Customer and third person concerned have filled in and completed the transfer form provided by Telenet.



## 17. Modifications

- 17.1 Telenet may modify these general terms and conditions and the pricing conditions at any time or alter the technical specifications or characteristics of its services. You will be informed about the modification one month before it comes into effect.
- 17.2 If you do not agree to any change that is disadvantageous to you, you retain the right to cancel the agreement in writing free of charge until no later than the final day of the month after the one in which the changes come into effect.
- 17.3 Telenet may modify the pricing conditions at any time. In the event of a price increase, you are entitled to cancel the agreement in writing free of charge until no later than the final day of the month after the one in which you receive the first Statement after the changes come into effect.
- 17.4 Telenet must be informed in good time about any change to your usual e-mail, identification, address and invoicing details, so that we may continue to offer you the correct services. You may contact Telenet's customer service department for this, or may make the change yourself through My Telenet.

## 18. Applicable law

- 18.1 This agreement shall be governed by Belgian law
- 18.2 Any disputes about the interpretation or implementation of this agreement or its coming into effect shall be resolved exclusively by the competent courts of the judicial district Antwerp, division Mechelen (Belgium).