

General Terms and Conditions of Proximus+

These General Terms and Conditions set out the conditions relating to the use of the Proximus+ application organized by Proximus SA under public law, exercising its activities under the trade name Proximus, hereinafter referred to as "Proximus". Proximus+ (hereinafter "Service") offers you access to a range of digital functionalities, including third party services, via one single application and through one single authentication.

1. The Service is accessible via the application for tablets and mobile terminals. Access to and use of the Service is governed by these General Terms and Conditions. By using the Service, you become Users of the Service (hereinafter "Users" or "User") and fully and unconditionally accept these Terms and Conditions. Users are deemed to be cognizant with the content of these Terms and Conditions.
2. Some functionalities (hereinafter "Functionality") are offered by Proximus or by third-party providers and must be activated by the User within the Service. Access to third-party Functionalities can be embedded and accessible directly on the Proximus+ platform. The User may be redirected to the third-party provider's environment to perform certain operations. The terms and conditions applicable to the Functionalities offered by third-party providers shall be accepted by the User when registering for these Functionalities. They bind the User to the concerned third-party provider if the User activates such Functionality. Proximus is not party to the contract. Any contractual changes will be managed by the third-party provider in accordance with their terms and conditions. They are also available in the settings of the Service. Some Functionalities are provided by Proximus and these General Terms & Conditions cover their use.
3. The User is solely liable to Proximus and to other Users for the use of the Service. He shall ensure that he uses the Service as a prudent and reasonable person and in accordance with the provisions of the General Terms and Conditions, any applicable law, public order and morality and the instructions for use.
4. The User shall take all useful precautions to maintain the secrecy of his identifiers. The User is responsible for any malicious or abusive use resulting from the voluntary, fortuitous or accidental communication of said identifiers. Any use that is made of the Service following the introduction of the identifiers shall be deemed to have been made by the User or with the User's authorization. Any User who transfers, loses, copies or lends out his identifiers for accessing the Service or has them stolen must inform Proximus immediately.
5. Access to and use of the Service is free of charge. Some Functionalities could be paying. Such payments are due to the third-party supplier. Proximus is not party to the contract. Mobile data traffic resulting from the use of the Service is payable by the User.
6. The Service is accessible to anyone with an itsme account, which is required to create a Proximus+ account. It is not mandatory to be a Proximus customer in order to access the Service, with the exception of the MyProximus Functionality, which is also accessible with a MyProximus account.
7. The identity of the Users is determined on the basis of the data they provide at the time they create their Proximus+ Account. Proximus can under no circumstances be held liable if the identification of a User is impossible due to incorrect or incomplete data being provided by the latter. The use of false data will result in the exclusion of the User.
8. The e-mail address linked to the Proximus+ account will be used as a communication channel in connection with the Service. Users accept that all communications will go via this e-mail address.
9. Proximus reserves the right, in particular for maintenance reasons, to temporarily suspend access to the Service or to some of its features and this without prior notice in the event of an emergency.
10. The Service is offered as is. Proximus will make every effort to ensure that the Service operates reliably and without interruptions, but cannot guarantee uninterrupted and error-free operation.
11. A non-exclusive, non-transferrable license is granted to Users of the Service for access to and use of the Service, in strict compliance with these General Terms and Conditions. Users are not granted any intellectual property rights to the Service.
12. Proximus shall be allowed to take technical measures to protect Service. Client shall not be allowed to remove or evade such a technical measure. The User shall not be allowed to make any changes to the Service or any of its parts.
13. The Service is reserved for private and non-commercial use.
14. Within the limits provided for by the laws in force, Proximus declines all liability in the event of claims, penalties, loss, damage or expenses incurred in connection with the use of the Service. The liability of Proximus is excluded with regard to immaterial or indirect damage such as loss of profit, and loss or corruption of data. Nothing in these General Terms and Conditions excludes the liability of Proximus for its own intention or for any other form of liability that cannot be excluded or limited under applicable mandatory laws. Proximus is not liable for any damage caused by Functionalities offered by third party providers.
15. Without prejudice to the other provisions on Proximus liability and to the mandatory legal provisions, in all cases where Proximus may be held liable, its liability vis-à-vis the User shall be limited to EUR 5000.
16. In the event of fraud, misuse, bad faith and/or non-compliance with these General Terms and Conditions or other Proximus general conditions, Proximus has the right to take any appropriate administrative action and/or legal action, inter alia, to suspend or exclude Users.

17. Proximus reserves the right to develop the Service, in particular by making new features or Functionalities available by modifying or removing certain features. ~~Users will be notified thereof in advance.~~
18. Proximus will maintain only the latest, i.e. current, version of the Service to the best of its abilities and will do its utmost to repair any errors and provide updates.
19. The User shall not be under any obligation, but is explicitly recommended, to install all updates or have them installed. Proximus explicitly states that the Service may work only with the latest, i.e. current, version of the application. This means that any failure to install updates may lead to a loss of some, or the absence of all, functionality of the application.
20. Proximus may terminate the Service at any time, upon simple notification to the User by e-mail, without notice or compensation being due.
21. Proximus is authorized to amend these General Terms & Conditions at any time. In that case Proximus shall notify the Users thereof by e-mail or via notification in the application and specify the date as from when the amended General Terms and Conditions will enter into effect. If no date is specified, the amendments shall apply as soon as a User is informed or becomes aware of the amendments. Users who do not accept these changes may terminate their account and their use of the Service immediately and free of charge.
22. Personal data will be processed in accordance with the Privacy policy of the Service, available in the settings of the Service.
23. In the event that any provision(s) of these General Terms and Conditions are held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such a decision or action shall not negate the validity or enforceability of the other provisions of these General Terms and Conditions. Such invalid or unenforceable provisions shall be replaced with provisions which accomplish - to the extent possible - the original purpose of those provisions.
24. Any dispute that may arise in connection with the use of the Service shall be governed by Belgian law.
25. Users can receive assistance by contacting Proximus via the [website](#). Proximus does not offer support for Functionalities offered by third parties services.
26. The application platforms on which the Service can be downloaded (Google Play Store, Apple Store and Huawei AppGalery) cannot be held liable for the content available on the Service.

Specific conditions linked to MyProximus

27. The MyProximus Functionality allows the User to consult his mobile or internet usage, add new products or options, consult and pay payment statements and manage his Wi-Fi experience. The Functionality is accessible with a MyProximus account or an itsme account. It is reserved for Users using Proximus mobile telecommunications and/or Internet services or for Users who have received an invitation from a Proximus customer.
28. The information displayed does not reflect the final amounts of the payment statement the User will receive and is given for information only. It represents the current status of his account, which will continue to change as he uses your subscription. The payment statement shall contain the final amounts due for usage. The amounts include national calls, international calls, calls received abroad, calls to special numbers and text messages sent in Belgium. The total amounts do not include calls made from abroad, text messages sent from abroad or any other costs, credits or benefits of group options.

Specific conditions linked to Home

29. The Functionality provides the User with a dashboard to gain insights in their energy usage, check the impact of their home in terms of carbon consumption, get an overview of their connection status and do a fiber eligibility check. The users can also manage their connected devices and use parental control. The User will also receive personalized maintenance reminders for his house.
30. The Functionality includes recall information regarding products installed or used at the User's home that have been registered within the Functionality. Proximus does not guarantee the accuracy of such recall information and it is provided as a convenience only and declines all liability in the event of claims, penalties, loss, damage or expenses incurred in connection with the use of such Service.
31. The Functionality includes information on building, repairing, maintaining or renovating. All information on or through the Functionality is for informational purposes only and should not be construed as professional advice. The User should seek independent professional advice from a person who is licensed and/or qualified in the applicable area. Proximus declines all liability in the event of claims, penalties, loss, damage or expenses incurred in connection with the use of such information made available through the Service.
32. The Functionality allows Users to connect their water, gas and electricity meters to get an overview of their energy consumption. This service is provided and managed exclusively by EnergielD. Proximus is not party to the Contract and only provides access to the Functionality in its Proximus+ application. By using the Functionality in the Proximus+ application, the User become a customer of EnergielD and is bound by the general terms and conditions of EnergielD. Customer service is provided exclusively by EnergielD.
33. The Functionality constantly monitors the energy market and compares the different gas and electricity prices in order to offer the User the energy contract that best suits his gas and/or electricity consumption needs. This

energy service is provided and managed exclusively by Gaele. Proximus is not party to the Contract and only provides access to the Functionality in its Proximus+ application. By using the Functionality in the Proximus+ application, the User become a customer of Gaele and is bound by the general terms and conditions of Gaele. Customer service is provided exclusively by Gaele.

Specific conditions linked to Neighbourhood

34. The Functionality connects Users with events, places and the people in their direct surroundings. Location of the places are provided by Google and the accuracy of this information cannot be guaranteed. The information about events may contain technical inaccuracies or errors. This information is periodically updated. However, Proximus declines all responsibility for the appropriateness, reliability and accuracy of the addresses and places. They are only provided "as is" without warranty of any kind.
35. The Functionality allows Users to connect to their neighbours to get to know new people in their neighbourhood, help each other out or meet up at events. The community service is provided and managed exclusively by Hoplr. Proximus is not party to the Contract and only provides access to the Functionality in its Proximus+ application. By using the Functionality in the Proximus+ application, the User become a customer of Hoplr and is bound by the general terms and conditions of Hoplr. Customer service is provided exclusively by Hoplr.

Specific conditions linked to Weather

36. The Functionality provides the User with an hourly and daily weather and rain forecast at his home or current location. The information about weather is only indicative. This information is periodically updated. Weather forecasts are displayed according to the User's location if consent has been given. Otherwise, the weather forecast will be provided by default based on the home address given by the User.

Specific conditions linked to Mobility

37. The Functionality provides the User with a way to pay for parking:
- off-street parking in more than 50 car parks in Belgium via number plate recognition and;
 - on-street parking in more than 150 towns and cities in Belgium and the Netherlands via the app.
- The parking service is provided by Be-Mobile through the integration of their mobile app 4411. Terms & Conditions of 4411 apply.
38. The Functionality also allows Users to organise their daily trips, such as planning trips by public transport, car, bicycle or on foot, getting real-time updates on the best travel option or setting up and managing favourite destinations and frequent habits ('Habit planner'). Information may not always be accurate. Proximus use third parties, such as Stoomlink (BMC) to provide data on which the Functionality's transport information and recommendations are based. Proximus and the data providers try to make sure that the data is correct and up to date, but Proximus cannot guarantee that it will always be. Journey times are only estimates, as actual timings depend on many factors outside Proximus' control. Accordingly, the User accept that Proximus do not accept any liability for any error or omission in the information available or the recommendations made through the Functionality and exclude all liability (direct or indirect damage including loss of income, profit, opportunity or time) as a result of relying on any information available through the Functionality. The User acknowledges that the Functionality and its content are provided "as is", without any warranty of any kind.