Specific Terms and Conditions for the Scarlet Mobile Phone Service

These Specific Terms and Conditions apply to the Scarlet Mobile Phone Service. They are part of the Contract between the Customer and Proximus, as defined in the General Terms and Conditions. They are complementary to the General Terms and Conditions. In case of contradiction, the Specific Terms and Conditions shall prevail over the General Terms and Conditions. With regard to the RCS messaging service, the General and Specific Terms and Conditions apply only insofar as the Customer uses a compatible Apple device. It is recommended that you keep a copy of these Specific Terms and Conditions.

1. Specific rights and obligations of Proximus

1.1 Proximus offers the Customer a Mobile Phone Service that allows him to use the Proximus mobile network for phone calls and data connections. Proximus shall make every effort to activate the SIM card as soon as possible.

1.2 Proximus undertakes to use all means at its disposal to ensure that its Customers have access to the Service. However, Proximus makes no warranties, whether express or implied, as to the Service's capacity to meet Customers' expectations or needs, or as to the error-free or uninterrupted operation of the Service. The Service is only available in terrestrial areas and under no conditions shall Proximus provide any aerial coverage.

1.3 At the latest at the time of entering into the Contract, Proximus shall provide the Customer with the most complete information possible on the Service. The maximum estimated speed in the upstream (upload) and downstream (download) directions of the broadband connection of a mobile network, the maximum speed announced in the upstream (upload) and downstream (download) directions of the broadband connection of a mobile network and the download volume of the subscription are available on the website.

2. Specific rights and obligations of the Customer

2.1. The use of the Service is exclusively reserved for use via a mobile phone or smartphone; any other use is prohibited.

2.2. If the Customer's equipment may disrupt the network or the Service, Proximus may invite the Customer to disconnect the connected equipment, notwithstanding other measures provided for in the General or Specific Terms and Conditions.

2.3. It is forbidden to use the Service in such a way as to prevent the identification or localisation of the caller following an emergency call, or in a manner intended to avoid the interconnection rates invoiced by Proximus.

2.4. When the mobile communication device so allows, the Customer can make certain types of calls impossible from his device. Activation of this restriction may be subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content or international premium rate numbers which are not operated in accordance with the E164 international telephone numbering plan.

2.5. By precaution and in order to combat fraud, calls to special numbers (calls to numbers beginning with 090X) will be capped to an amount of 20 euros per month, for a period of 6 months from the activation of the SIM card. The Customer can request the reactivation of calls to special numbers by contacting the customer service.

3. SIM card

3.1 Upon subscribing to the Service, the Customer shall receive a SIM card with a PIN code and a PUK (personal unlock key) code. The SIM card can also be digital, directly integrated into the mobile device ("eSIM"). For eSIMs, the PIN code is disabled by default. The Client is free to activate the PIN code in the settings of their mobile device. This code is generic by default. The SIM card shall remain the property of Proximus, which can change the programming of the SIM card at any time.

3.2 Loss or theft of a SIM card shall not result in the termination of the Contract. In the event of loss or theft of the SIM card, the Customer shall remain liable for the use and payment of the Services until he asks Proximus to suspend the SIM card and to the extent that Proximus is able to suspend the SIM card. The Customer may request a new SIM card.

3.3 If a SIM card has a manufacturing defect, the Customer may request an exchange from the customer service, which will send a new SIM card free of charge. If the SIM card is defective due to improper handling by the Customer, it may be replaced by Proximus at the Customer's expense.

3.4 SIM cards are for personal use only. Resale of SIM cards is prohibited. The purchase of an unusually large number of SIM cards shall be considered contrary to personal use. In all these cases, Proximus reserves the right to deactivate the SIM card.

3.5 The Customer is prohibited from copying any technical identification data contained on the SIM card.

3.6 In the event of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or do not have stable links with Belgium, Proximus reserves the right to immediately apply any necessary measures to ensure compliance with the Contract, including suspension and/or termination, without prejudice to Proximus' right to claim damages.

4. Normal and personal use of the Service by the Customer and unlimited use

4.1 In order to ensure optimal conditions of use and to preserve the proper functioning of the network, the Customer agrees to use the Service in a normal and personal way. The following practices shall not be considered as normal or personal use (non-exhaustive list):

- Use intended to divert communications, whether directly or indirectly, or intended to resell the Proximus Services to third parties in any way without the prior written agreement of Proximus;
- Use that disrupts the reliable and correct operation of certain features of the Proximus network. Reliable and correct use includes the communication of the calling party's identification number (unless otherwise instructed by the caller), the communication of the IMEI number of the device making the call, interception and recording of communications in accordance with the order of the relevant judicial or administrative authorities and the recording and retention of call and identification data;
- Use causing saturation or abnormal loads on the network or disrupting the proper operation of the Proximus network;
- Use deviating significantly from the averages calculated by Proximus relating to the frequency or distribution between the different means of communication or connection (telephone, data transmission, SMS, 4G, MMS, etc.) or the actual connection duration;
- In the event of fraudulent use of the Service such as, in particular, the use of the Service for call center or Simbox purposes or placing the Service at the disposal of third parties.
- In case of use not in line with that which can be expected from a Customer who enters into a mobile phone contract (e.g. using the device as baby phone, SMS Gateway or other similar devices).
- In the event of use of the Service for a connection without human intervention, for drones, for robots, for unmanned vehicles, or for a connection between machines.

4.2 In the context of unlimited offers, the following practices are not considered as normal or personal use (non-exhaustive list):

- When the Customer sends more than 10,000 text messages per month and/or 500 text messages per day.
- When the Customer sends text messages to more than 250 different recipients per month.
- When the Customer regularly makes calls for more than 6 hours per day and/or 30 hours per week.

4.3 Proximus reserves the right to limit the provision of the Service or to suspend and/or terminate the Contract without compensation when the Customer's use cannot be considered as normal or personal. Proof of the above prohibited practices may be provided by any means and by any legal means, including using data and records from Proximus systems or systems provided by third parties. The Customer and Proximus shall consider such data and records as authentic, until proven otherwise.

5. Reasonable Use Policy

For mobile Internet, uses made in Belgium may be subject to a reasonable use policy. Uses made in any other country of the European Union may also be subject to a reasonable use policy, in compliance with European regulations. The terms of these usage policies are defined in the contractual summaries. For the purposes of this article, "European Union" means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein and Norway, to the exclusion of any other country.

6. Roaming services

6.1 The Proximus Service includes the use of the Customer's SIM card on other mobile networks abroad ("Roaming services"), in return for payment for communications outside the EU Zone. For roaming communications within the EU Zone and from the EU Zone to Belgium, excluding communications from Belgium to a foreign number, the national rate plan shall also apply. Other charges, such as charges for calls and text messages to value-added service numbers (special numbers (0800, 0900,...), third-party services, short numbers,...), third-party services and short numbers from abroad, shall be invoiced to the Customer, even if the value-added number is advertised as being free in the country concerned for local users.

6.2 Phone calls and data connections made in non-terrestrial areas (e.g. from a cruise ship or from an airplane) use satellite networks corresponding to another geographical area and are considered as being outside the European Zone. The national rate does not apply to these communications and the Roaming charges related to these communications will be charged to the Customer.

6.3 The list of countries in which Roaming is possible and the Roaming rates are published on the Scarlet website and the Price List and may be modified according to agreements between Proximus and foreign operators. The "EU Zone", within the meaning of Article 6 of the present Terms and Conditions, is defined as the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein, Norway and any other country where the national tariff plan applies under an agreement between that country and the European institutions and/or at the initiative of Proximus, such as the United Kingdom (current list available at www.scarlet.be/roaming).

6.4 Outside Belgium, it is possible, depending on the country, that the SIM card is programmed preferentially. The Customer may nevertheless manually select a network on which he wishes to make and receive his calls or access the Internet provided that Proximus has entered into a Roaming Agreement with that other Roaming Provider. This possibility can be exercised free of charge and at any time.

6.5 Proximus shall not be able to access the Customer's request to switch to a separate Roaming service provider if the SIM card is out of service or if an opt-out has been requested for the Customer's SIM card. An opt-out means that the SIM cardholder has expressly asked Proximus to ensure that the card cannot be used for the provision of alternative Roaming services.

6.6 The Customer undertakes to make reasonable use of the Roaming services within the meaning of the applicable regulations. In the event of improper or abnormal use of Roaming services established by Proximus for a consecutive period of 4 months, Proximus reserves the right to notify the Customer by any appropriate means (text message, e-mail, postal mail, telephone, etc.). In such case, the Customer shall have 15 days in which to adjust his use and to provide evidence of presence or usage on his territory. Otherwise, Proximus reserves the right to charge the Customer the additional costs in force in accordance with the applicable regulations, from the day after the date of notification until the Customer's usage excludes any risk of abusive or abnormal use of Roaming services, based on a subsequent observation period of 4 consecutive months.

Under the European regulation, "Abusive or abnormal use of roaming services" means:

- presence and usage of services prevailing in the other Member States, compared with the national presence and usage of services in Belgium or;
- prolonged inactivity of a given SIM card, associated with a very frequent or even exclusive use in roaming mode;
- activation and serial use of multiple SIM cards by a single roaming Customer.

In addition, in case of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or have no stable links with Belgium, Proximus reserves the right to immediately apply any measure necessary to ensure observance of the Contract, including the suspension and/or termination thereof, without prejudice to Proximus' right to claim damages.

6.7. When roaming services are available in the European Union, the quality of service offered in that country may differ from the quality of service offered in Belgium due to various local factors related to the technologies available in the visited country such as the deployment status of the latest technology, local network coverage, available speed, latency but also other external local factors such as topography, etc. Should the Customer encounter difficulties with the quality of service offered while roaming in the European

Union in relation to what is contractually agreed, the Customer can contact the Customer Service department in accordance with Article 20 of the General Terms and Conditions. Outside the European Union, reasons other than those referred to in the first paragraph may influence the quality of roaming service. For the purposes of this article, "European Union" means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein Norway and any other country where European roaming regulations apply under an agreement concluded between that country and the European institutions, to the exclusion of any other country.

7. Tariff protection and transparency

7.1 The Customer shall be notified by text message:
- as soon as he reaches the volume limits included in his rate plan and any monthly options;
- as soon as he reaches the volume limits of any occasional options;
- as soon as he exceeds his rate plan and any monthly options by an amount of 50 EUR (including VAT) or another limit amount that the Customer has communicated beforehand;
- as soon as the Customer reaches 80% of the financial thresholds mentioned in Articles 7.2 or 7.3 (i.e. respectively 48 EUR and 97 EUR incl. VAT) or as soon as Proximus interrupts the Internet connection in accordance with these same articles.

7.2 Proximus shall terminate the mobile Internet connection in Belgium as soon as the amount of the monthly invoice for mobile Internet in Belgium exceeds the rate plan and any options by 60 EUR (including VAT).

7.3 Proximus shall interrupt the mobile Internet connection in the EU Zone for the first time around as soon as the monthly invoice for mobile Internet exceeds the rate plan and any options by 60 EUR (including VAT) outside Belgium, and a second time if this amount reaches 121 EUR (including VAT).

7.4 As a precautionary measure, Proximus will interrupt the mobile Internet connection outside the EU Zone.

8. Malicious calls, call restrictions and CLIP/CLIR

8.1 A Customer receiving malicious calls can ask the Ombudsman's office to identify the number from which the calls originated.

8.2 If technical conditions so allow, and provided that his mobile communication device has this functionality, the caller's call number shall be displayed on the screen of the (called) Customer's device ("CLIP"), provided that the caller has not forbidden such from happening ("CLIR") If the call is made from another network, the caller's number can only be displayed if the operators of other networks involved allow said number to be transferred.

8.3 The Customer may refuse to display his call number (CLIR) at any time by contacting the Customer Service department. The CLIR feature does not work for sending SMS or MMS.

9. Provisions on the use of Internet access

9.1 The Customer shall be solely responsible for setting the parameters of his mobile communication device. Proximus draws the Customer's attention to the fact that the parameters defined by the manufacturers may cause the mobile communication device to automatically connect to the Internet in order to download data, but that the Customer may interrupt such connections automatically via the software on his device.

9.2 The Customer is prohibited from making use of the Internet access in an abusive, fraudulent or excessive way and shall observe the "Conditions for use of Internet access via the Proximus network" which form an integral part of the Contract and which are available on the Scarlet website.

9.3 In case of congestion on the mobile network and to avoid (over) saturation, Proximus may have to slow down certain types of data flow. Please refer to our website for more information on the procedures implemented by Proximus to avoid (over) saturation of its mobile network.

10. Proximus liability

10.1 Proximus shall not be held liable for any misuse of the Service.

10.2 Proximus shall not be liable for the provision of the Roaming service offered by the alternative service provider (Roaming), or for any problems related to the provision of such service.

10.3 Proximus may not be held liable for damage resulting from the activation/deactivation by the Customer of certain services/options, such as deactivation of the PIN code. Proximus declines all liability for any damage

resulting from the Customer's choice to disable the PIN check or not to activate or personalize a PIN code for eSIMs. Proximus shall not be liable in case of loss, theft, abusive use or misuse of the SIM card. Proximus shall not refund the credit used by others and shall not bear the consequences of the use of the services linked to the card.

10.4 Proximus may not be held liable:

- for the content, accuracy and/or integrity of the information and data transferred using the Internet access;
- for damages, damage, errors or omissions, interruptions, defects, theft, loss or destruction of data, which may occur during access by the Customer or a third party to the Internet, except in case of serious contractual fault, in case of fraud or if Proximus has not fulfilled a commitment which constitutes one of the main services of the Contract;
- in the event of delays in response, non-accessibility and/or total or partial non-operation of access to the Internet or access to the services offered via the Internet;
- for offenses and fraud committed by the Customer, or any third party, via the Internet access.

11. Directory and Information Services

11.1 In accordance with the regulations in force, Proximus shall supply the central number database (www.centralnumberdatabase.be) with the surname and initials or the first name of the Customer or, for a legal entity, the official name, its address and the telephone number assigned by Proximus.

11.2 The choice of whether or not to appear in the directories and the information services is proposed to the Customer at the time of subscription to the Contract. The Customer specifies whether he wishes for his data to be included in directories and information services or whether he wishes for his number to remain secret. The Customer also specifies whether or not he wishes for his name and address to be able to be found using his telephone number. The Customer can change his choices at any time by sending an e-mail to the following address : annuaire@proximus.com.

11.3 The Customer shall be responsible for the accuracy of the data that he communicates to Proximus. Any change to the Customer's identification or connection particulars shall be included in the central number database as soon as possible.