



General Terms and Conditions governing the Belgacom TV service of Belgacom

1. Definitions

For the purposes of this Contract, the terms below shall mean the following:

Service: the service described in Article 3, called "Belgacom TV", which consists in offering the Customer a digital television service (basic and add-on digital packages) as well as interactive digital services via the Belgacom network.

Content: any audio, visual and audiovisual content, namely the television programs (included in basic or add-on offers), the Electronic Program Guide, content featuring in the "On-demand" catalog, programs from the football package, interactive content whether related or not to the television programs, the Web application or any other content accessible via the Internet, accessible on the Customer's reception terminal (television or pc etc) via the Service.

Contract: these General Terms and Conditions and Belgacom's offer for the Service, valid from the date of the Customer's order (hereinafter "the Offer").

Decoder: technical solutions, namely all equipment including its possible accessories (cables, remote control, keyboard where applicable), which is needed to operate the Service and is made available to the Customer by Belgacom.

Interface Belgacom TV: screen dedicated to the Service and accessible on the Customer's reception terminal

Electronic Program Guide: an electronic program guide which is available via the Belgacom TV interface and allows Customers to consult the programming information relating to the radio and television services available in the Digital Television Distribution Offer.

Pay per view: the possibility for the Customer to watch a program in real time by paying only for the concerning program.

Customer: the natural or legal person with whom this Contract is concluded.

"On-demand" service or Video on Demand (or VoD): service allowing the Customer to order and view, on simple request, an audiovisual program offered in a catalog. This access can be either 1) outside any subscription, based on the transaction, or 2) part of a subscription.

Digital Television Distribution Offer: commercial offer of Belgacom consisting of the digital radio and television services. These television services may be part of a "basic package" or an "add-on package".

Football Offer: commercial offer of Belgacom, offering Customers access to football matches. This access is possible through the Pay per View system for specific matches, or as part of the subscription packages.

Interactive Services: access to an interactive environment, such as pause live TV, "on-demand", interactive services, the Electronic Program Guide, the personalized or non-personalized recommendations service (based on the Customer's choice) and certain Web applications adapted to the Belgacom TV interface.

2. Contractual Documents

The terms and conditions governing the supply of the Service are set out in these General Terms and Conditions, the Offer (the Belgacom offer communicated to the Customer and in effect at the time of the conclusion of the Contract) and the order form. The Offer and, where applicable, the order form, are an integral part of the Contract. In case of a contradiction between the various documents, the General Terms and Conditions shall prevail over any other document that is part of the Contract, except if said document clearly and expressly stipulates that it prevails over the General Terms and Conditions.

3. Service description

3.1. General description: The Service consists of the market launch of a commercial offer composed of the distribution of audiovisual Content and the provision of Interactive Services on the Customer's reception terminal.

The Service is made up of different Offers (e.g. the Digital Television Distribution Offer, which is composed of the Basic and Add-On Offers, the "On-Demand" Offer, and Interactive Services whose exact composition and related subscription packages are described in the Offer made to the Customer.

After the activation of the Service and installation of the Decoder, in accordance with Article 5 hereafter, the Customer has access to certain Content, namely, the Basic Offer and, where applicable, one or several Add-On Offers, the Electronic Program Guide, certain Interactive Services and the Video-On-Demand catalog. The Customer can order Add-On Offers or other Interactive Services via 1) the call center, 2) Belgacom points-of-sale, 3) the Internet, i.e. www.belgacomtv.be or 4) if available via the Belgacom TV interface. Access to the Offers and Interactive Services ordered is provided with all due speed.

If the Offers and Services are ordered remotely, e.g. via the Internet or the Belgacom TV interface, the Customer is not entitled to cancel, within seven working days, any Offers or Services which have already started with the Customer's consent.

The Service includes a technical device which enables the Customer to make access to certain Content of his choice subject to the use of specific access codes or identifiers (hereafter, PIN code). This system makes it possible, for example, to prevent an underage user from viewing a program that could be harmful to him, or from ordering goods and services online. The parental control codes are activated by default, which means that the Customer will have to deactivate these codes to have access. The Customer can change his personal access Codes. The Customer assumes full responsibility for how his identifiers are used and for their communication to other users. Any use of the service after the introduction of the Customer's PIN code shall be deemed to have been made by the Customer or with the Customer's authorization.

Belgacom makes a helpdesk available to the Customer at the times and telephone numbers indicated in the Offer.

3.2. Basic Offer:

The Basic Offer made available to the Customer up to the Decoder (the Customer being responsible for his reception equipment) consists of the following:

3.2.1. Basic Offer: there are several Basic Offers, each consisting of a certain number of radio and television services (national and international). This Offer is the first service level offered to the Customer.

Belgacom can temporarily give new Customers free access to this Offer, as a promotion. Access to this Offer is subject to these General Terms and Conditions.

3.2.2. Electronic Program Guide: application made available to Customers which allows them to consult the programming data of the radio and television services available on the Service, and, where applicable, to program the Customer's recordings on demand. The data contained in this Electronic Program Guide is provided by radio and television services for which Belgacom has no liability in case of error or omission.

3.2.3. Access to the Video on Demand catalog: the subscription to the Basic Offer also gives the Customer access to the Video on Demand catalog. This catalog is made up of different categories: either programs which are directly linked to a certain television service available on the Service or independent audiovisual programs. Customers may, at any time, order and rent each item of the catalog free of charge for certain programs or by paying a subscription or a flat-rate fee per item. The programs rented will be made available to the Customer for a minimum of 24 hours, and the payment of the rental will be booked in accordance with Article 11. The price per transaction will be posted on the interface of the Service prior to the order, and will appear on the first bill following the order. The Content is delivered to the Customer directly after the order, so the Customer cannot withdraw from the purchase.

The Customer may not copy or reproduce any item of this catalog. Belgacom can temporarily give new Customers free access to certain programs, as a promotion. Access to these programs is subject to these General Terms and Conditions.

3.2.4. Access to interactive applications related to television service programs: Belgacom may, in cooperation with certain television services, offer Customers the possibility to participate interactively in certain programs via the remote control of the Service (e.g. voting, competitions, interactive games, etc). The costs can be billed to the Customer per participation via the billing of the service. The use of these interactive applications will be billed per transaction or program. The price of the transaction is posted on the Customer's screen prior to the transaction and appears on the first bill following the order. The delivery of the service is carried out immediately after the order, so the Customer cannot withdraw from the purchase.

3.2.5. Access to the ordering service via the Service: Belgacom also makes it possible for Customers to subscribe to certain add-on Offers or applications directly via the Service. Subscriptions to these Offers or services will be billed via the billing of the Service.

3.2.6. Access to certain interactive Internet applications: this service enables Customers to visit information sites in which Belgacom partners present their products and/or services. Belgacom is not responsible for the information presented in those applications. Belgacom is not liable,

therefore, for the content of this information, for any offers from third parties or for the follow-up or aftersales services of any orders the Customer might have made.

As regards the Interactive Internet Applications, the Customer acknowledges and accepts that the applications may be subject to supplementary terms and conditions, e.g. terms and conditions concerning Internet access or communication applications such as e-mail. To access such applications, the Customer must accept the applicable supplementary terms and conditions which will be communicated to him by any means Belgacom deems appropriate.

3.2.7. Access to the record, pause, rewind or fast-forward functions on the program for Customers who subscribed from 01/02/2010. This service allows Customers to record programs automatically or otherwise on the Decoder's hard disk or, where applicable, on the Belgacom network, and to watch these programs whenever they like, in the privacy of their homes. At request of the right holder of the programs the record function can be deactivated, making it impossible for said programs to be recorded. Likewise, said person has access to a function which allows a program to be paused, rewound and fast-forwarded.

3.2.8. Access to a recommendations service. This service allows Customers to receive recommendations regarding content that might interest them. These recommendations can be personalized or non-personalized, depending on the Customer's choice. If the recommendations are personalized, they are based on the Customer's personal data and on his use of the Belgacom services, particularly this Service.

3.3. Add-On Offers:

3.3.1. In addition to the Basic Offers, the Customer can also take out a subscription to one or several Add-On Offers which are available to Customers who have already subscribed to the Basic Offer. These paying Add-On Offers are made up of television services with the same theme (e.g. sports, music, culture, film, children, nature, etc.).

Belgacom can temporarily give new Customers free access to the Add-On Offers, as a promotion. Free access to said Offers is subject to these General Terms and Conditions.

Belgacom shall make available to the Customer all the Add-On Offers for which he has subscribed, up to his Decoder, the Customer being responsible for his reception equipment.

3.3.2. As regards the Add-On Football Offer, the Customer can subscribe to a specific football subscription (My Club, All Foot, Pay Per View, Multilive), and acknowledges that Belgacom cannot be held responsible for any match cancellation or postponement. If the cancelled or postponed match was ordered by Pay per View, Belgacom will reimburse the Customer for the order. If the cancelled match was ordered by the Customer through a subscription package (i.e. other than Pay

per View), the Customer will not be reimbursed, since, in principle, the match will be rescheduled by the organizers.

3.3.3. Customers who subscribed before 01/02/2010 can also subscribe to the record and pause service. This service allows the Customer to record programs in automatically or otherwise on the Decoder's hard disk or, where applicable, on the Belgacom network, and to watch them whenever they like, in the privacy of their homes. At request of the right holder of the programs the record function can be deactivated, making it impossible for said programs to be recorded. Likewise, said person has access to a function which allows a program to be paused, rewound and fast-forwarded.

4. Subscription to the Service

4.1. The Customer's subscription to and use of the Service is only valid for one telephone line at a time, the assumption being that:

- the Customer has a reception monitor (television set, computer, etc.) which is equipped, in case of a television, with a SCART connector and a modem that is compatible with the Service;
- the Customer has, from Belgacom where applicable, a telephone line (Classic line) or a broadband Internet access with sufficient capacity, which is indicated in the Offer as being compatible with the Service, and for which there are no payments in arrears;
- on the line concerned, no broadband services are provided by another operator who does not use Belgacom's broadband network;
- the line concerned is located in the geographical area covered by the Service and is qualified by Belgacom as being compatible with the Service when the subscription is taken out and when the Decoder is activated.

The Customer can connect several reception terminals to the Service, subject to technical capacity (check availability with Belgacom), with a maximum of three reception terminals of which a maximum of 2 televisions, depending on the bandwidth available on the Customer's line. Each reception terminal must be connected to a Decoder.

Belgacom places additional information at the Customer's disposal about the technical specifications relating to the compatibility of the Customer's equipment with the Service. For the remainder, the Customer is solely responsible for the compatibility of his equipment with the Service.

The Customer acknowledges and accepts that Belgacom may, without additional notice and in order to ensure quality and support of the Service, connect remotely and, where applicable, restart and manage the Customer's equipment related to the Service and located between the Belgacom network termination point and the Decoder. In this context, the Customer will apply the instructions communicated by Belgacom.

4.2. Subscription to the Service entails the installation and activation of the Decoder on the Customer's premises. Where it is possible to order several Decoders, the Customer will pay the delivery and installation charges plus the rental fee or purchase price for each Decoder ordered. Add-On Offers can be ordered separately, at any time during the contractual term, in accordance with the provisions of said Contract.

4.3. Move: Customers who move to an area where the Service is available can bring their Decoder with them to their new address and keep their personal settings. In such a case, a new appointment must be made with Belgacom to install the Decoder and activate the existing Service at the new address. The Customer can be charged compensation for the reactivation of the Service.

4.4 The Service implies the use of a Decoder and in some cases of additional technical equipment which is made available by Belgacom, with that purpose, for the Consumer. The conditions for use of the Decoder and of this technical equipment are described in article 9.

5. Installation and activation of the Decoder

5.1. Belgacom provides the Customer with the Decoder, subject to stock availability and in accordance with Article 8. Depending on the Offer, the installation may be performed by the Customer himself or by Belgacom. The Customer shall install the Decoder only on the agreed line and in accordance with the user instructions received. Once the Decoder has been installed, the Customer must activate it by entering the identifiers requested.

5.2. Where the parties agree that Belgacom should perform the installation, they will jointly set a time and date for this to be done. Belgacom is not responsible for any unavoidable damage caused to property during the performance of work that is necessary to install or remove the Decoder.

5.3. Unless otherwise agreed with the Customer, Belgacom shall take all the necessary steps to activate the Service within five working days for an installation of a Decoder carried out by the Customer and 15 working days for an installation carried out by Belgacom.

If this timeframe cannot be met, Belgacom will inform the Customer of the reasons for the delay and of the new timeframe for meeting the request.

6. Guarantees relating to the Service

6.1. Belgacom shall use all its expertise to provide the Customer with an uninterrupted Service of the highest possible quality. In the event of a problem, the Customer must inform Belgacom as soon as possible. Belgacom will then make every reasonable effort to resolve the problem.

6.2. Belgacom may interrupt the Service to carry out maintenance or repairs or to modify or extend the network. If a lack of security is noted at the level of the Decoder, Belgacom has the right to interrupt the Service immediately until security is restored. Belgacom shall limit the duration of such interruptions to the time strictly necessary. As far as possible, except in the event of an emergency and provided it is reasonably practicable, the Customer will be notified in advance of any work likely to affect the reception of the Service. If the reception of a large number of Customers is interrupted, Belgacom reserves the right to notify the Customer through a general public notice on the Belgacom TV interface or by any other means Belgacom deems appropriate.

7. Changes to the Service

The Service is upgradeable. Belgacom reserves the right to modify, at any time, not only the technical characteristics of the Service but also the Offers and their composition, particularly the number or nature of the radio and television services distributed or the composition of the VoD catalog, for commercial, legal, economic or technical reasons. Belgacom shall endeavor to retain a more or less equivalent Offer. Belgacom will inform the Customer of any such changes as soon as possible, by the means it deems appropriate. The Customer is not entitled to any compensation as a result of such changes.

8. Decoder

QUALITY OF SERVICE - MAINTENANCE

8.1. Rental option

8.1.1. If the Offer provides for a Decoder rental option and the Customer chooses this option, Belgacom or its authorized dealers will provide the Decoder to the Customer under a rental arrangement, subject to stock availability.

Such right of use is strictly non-transferable and the Decoder remains the property of Belgacom and its suppliers. The Decoder may not be sold, sub-rented, transformed, deposited as security or lent to a third party in any way by the Customer, the latter having no right of ownership on the Decoder whatsoever.

8.1.2. The Customer is solely responsible for ensuring that the Decoder is used and looked after with due diligence. The Customer is responsible for any deterioration, loss, theft or destruction of the Decoder, regardless of the cause of the damage, except if the deterioration, loss, theft or destruction is attributable to Belgacom. Belgacom recommends that the Customer insure the Decoder with his insurance company (as part of a multiple-risk house insurance policy).

8.1.3. The Customer must inform Belgacom as soon as possible in case the Decoder is lost or stolen. If necessary, a copy of the police statement in which the theft is reported to the competent authorities must be submitted to Belgacom. The Customer must refund Belgacom the flat-rate amount of €149.

8.1.4. Only Belgacom is authorized to modify, maintain or replace the Decoder and to perform any repairs to it. In case the Decoder does not function or malfunctions, the Customer shall inform Belgacom immediately and return the Decoder to an authorized place of rental. Belgacom will make every effort to replace the Decoder with all due speed, subject to stock availability. Only Belgacom may determine what technical means are appropriate, and its liability is limited to the replacement of the device. In case of a fault not attributable to the Customer or a remote technical intervention on the Decoder, the Decoder will be repaired or exchanged free of charge during the contractual term, provided that the Customer's account does not show any arrears or other irregularities. Belgacom is not liable in any way for the loss of the Customer's personal data stored in the Decoder.

8.1.5. The Customer is required to return the Decoder in its original state - apart from normal wear and tear - to an authorized place of rental, no later than three working days after the end of the Contract, regardless of the reason for its ending. If the Decoder is not returned within this period, the sum of €149 will be charged to the Customer. The Customer is required to compensate Belgacom for any degradation to or fault in the Decoder that is not the result of normal use.

8.2. Purchase option

8.2.1. If the Offer provides for a Decoder purchase option and the Customer chooses this option, Belgacom or its authorized dealers will sell the Decoder to the Customer, subject to stock availability. The Customer then becomes the owner of the Decoder but his subscription to the Service remains strictly non-transferable.

8.2.2. Delivery is deemed to take place when the Decoder is collected by the Customer or arrives at the delivery address. All delivery costs must be paid by the Customer.

If Belgacom makes the delivery, the Customer or the person appointed by the latter must ensure, immediately upon receipt of the Decoder, that it corresponds to what the Customer ordered.

8.2.3. The Decoder remains the property of Belgacom until it has been paid for in full. Until then, the Customer may not transfer, transform, deposit or pledge as security or lend the Decoder to a third party in any way whatsoever, the Customer having no right of ownership on the Decoder in any way. If the Decoder is seized or in any other way claimed by a third party, the Customer must oppose this and notify Belgacom immediately to enable the latter to protect its proprietary rights. The risks will be transferred to the Customer when the Decoder is collected or delivered. From then on, the Customer will be liable for all risk of loss, theft and destruction, in full or in part, of the Decoder.

8.2.4. Without prejudice to the Customer's legal rights, the Decoder or any other equipment sold by Belgacom is covered by a "material" warranty against any material failure or manufacturing defects. The term of the warranty is two years,

unless otherwise specified in the Contract. The warranty period starts on the date on which the Decoder is collected or delivered, or on the date on the bill of any other equipment sold by Belgacom. The warranty only applies where the Customer uses the terminal equipment with all due diligence and under normal conditions. The warranty is honored only on presentation by the Customer of the bill, receipt or ad hoc certificate provided by Belgacom. Belgacom will make every effort to ensure that the Decoder is returned to proper working order as soon as possible. Belgacom has sole discretion as to the repairs and/or replacements to be made. However, the Customer has the right to demand that Belgacom repairs or replaces the Decoder free of charge, unless this is impossible or disproportionate.

In case the Customer fails to inform Belgacom of a compliance failure within two months of the error being detected, the Customer will lose all his rights under the law governing consumer sales, and also the right to claim damages and interest.

Under the warranty, the Customer must contact the competent technical service or return the defective Decoder or any other equipment, in its original packaging or other packaging that offers similar protection, to a Belgacom sales point. Whether the Decoder or any other equipment is repaired on-site, replaced or brought to the repair shop will depend on the type of fault.

The warranty on a repaired or replaced Decoder or any other equipment will lapse on the expiry date of the warranty provided when the equipment was purchased, plus any repair and/or replacement periods, but will never be less than three months.

The warranty does not cover:

- a) damage of any kind that does not predate the sale;
- b) damage, faults or defects attributable to the Customer or to causes unrelated to the device: accidental damage, improper use or poor maintenance, failure to comply with the instructions in the user manual, lightning, humid conditions, power surges and any other case of force majeure;
- c) the repair or replacement of movable parts (cords, wires, plugs, aerials, etc.), of consumables (cells, batteries, paper, ink, etc.) and the supply of cleaning products;

The warranty does not apply:

- if any changes or repairs to the Decoder are undertaken by the Customer himself or through the services of persons not designated by Belgacom;
- if the Customer removes or tampers with the manufacturer's serial numbers and/or brand names on the Decoder.

Belgacom is not liable in any way for any loss of the Customer's personal data stored in the Decoder.

8.3. The Customer is expressly informed that Belgacom reserves the right to modify the Decoder or any other equipment, at any time, in the event of technical constraints or to improve the Service. Such modifications may be performed remotely and automatically, but it is also possible that new models of Decoder or any other equipment are

released on the market. As far as possible, Belgacom will endeavor to preserve the compatibility of the old models of Decoders or any other equipment with the evolution of the Service. However, when such compatibility can no longer be assured, the Customer must take the requisite steps to replace the Decoder or any other equipment if he wants to continue subscribing to the Service.

8.4. The Customer recognizes and accepts that this Decoder or any other equipment is protected by various intellectual property rights of Belgacom or of its suppliers and that its composition must be considered as confidential. With respect to the elements of the Decoder, or any other equipment, protected by said rights, Belgacom grants the Customer a personal and private right of use, for the sole purpose of enabling the proper performance of the Service. The following is prohibited and likely to result in criminal proceedings: any unauthorized use, in particular disassembly or combining the device with unauthorized equipment; copying, modifying or decompiling the computer programs; communicating these programs to the public or installing them on other hardware; the fact of establishing or having a third party establish a connection on the network or of using equipment other than that stipulated in the Contract, notably pirate decoders, cards or modems that make it possible to access the Service.

In some cases, where certain components of the Decoder or any other equipment are concerned, additional licensing conditions for certain computer programs will be communicated to the Customer.

The Customer shall not remove or conceal any brands or marks of ownership on the Decoder or any other equipment, nor remove or render invisible the serial numbers of its various components. Any breach of these obligations may result in civil and criminal proceedings.

8.5. The Customer recognizes and accepts that the Decoder is linked to his telephone line and that he is responsible for the Decoder's use. The Customer shall inform Belgacom immediately if he has stopped using the Decoder, so that Belgacom can deactivate it. Belgacom shall deactivate the Decoder within three working days. Until such deactivation, the Customer remains liable for any use made of his Decoder.

9. Intellectual property rights to the Content

9.1. The Content provided to the Customer is protected by the law on intellectual property rights, in particular copyright and related rights and by other rights belonging to third parties. The price paid by the Customer includes the amounts allocated to various rightful owners. Belgacom reminds the Customer that piracy harms artistic creation, and any use of the Content that is not explicitly authorized, and any actions to bypass the technical measures protecting the works constitute acts of piracy likely to result in civil and criminal proceedings being instituted by Belgacom and the rightful owners.

9.2. The Customer recognizes and accepts that the Service, including the Decoder, is only for his personal and family use. This means, in particular, that the Customer cannot use or authorize the use, recording, copying or fixing of the Content by third parties, either by distributing it or by copying it for third parties. The Customer is warned that it is strictly prohibited to allow a third party to access the Service via the connection on the Decoder or the Customer's telephone line, or to use the Service for commercial purposes. The Customer must notify Belgacom as soon as possible of any loss of theft of the Decoder to allow Belgacom to combat any fraud. The Customer's liability shall not cease until 24 hours after such notification.

Belgacom may also block or restrict the recording and fixing of certain Content at the request of the right holders of the concerned program.

9.3. The Customer shall not bypass any technical measures protecting the Content or restricting its use, and shall comply with all restrictions communicated to him with respect to the use of said Content. The Customer acknowledges that some Content is made available to him on condition that he does not record it.

9.4. The Customer shall hold Belgacom harmless in the event of any claims or actions by third parties resulting from the Customer's unlawful use of the Content or Service or from a use not authorized by the Contract.

9.5. Unless explicitly stated otherwise, the Service is exclusively intended for use in the privacy of the Customer's home. Any other use, in return for payment or not, is prohibited. In particular, it is prohibited to distribute or communicate the Service, in full or in part, to the public, to make it available outside the privacy of the home or to make it public in any way whatsoever. The Customer holds Belgacom harmless in the event of any appeal resulting from a use which does not comply with these General Terms and Conditions.

10. Responsibilities and guarantees

10.1. Belgacom shall make every reasonable effort to provide an uninterrupted service, to ensure that the Service is of good quality and to rectify any malfunctions. However, Belgacom does not give any guarantees as to the flawless or uninterrupted functioning of the Service.

In addition to the interruptions cited in Article 6.2., Belgacom may interrupt the Service at any time, ipso jure, without formal written notice, prior notice and without being required to pay any compensation, if:

- the terminal and private installation is likely to jeopardize the proper functioning of the Service or the Belgacom network in general;
- the Customer uses the Service in a manner that is not authorized, notably by pirating, or allowing the pirating, of the programs.

10.2. Belgacom has no influence over third-party Content and consequently does not assume any correlative liability. Nor is Belgacom liable for third-party services and their billing when these are

provided via its network or the Service. In general, Belgacom assumes no liability for the Content and changes to scheduling or to programs produced by third parties or imposed by legal and regulatory provisions.

10.3. The Customer is warned and accepts that using the Service may affect the speed of his Internet access and accepts this drawback.

10.4. Generally speaking, Belgacom shall be held liable only in the event of criminal deception or serious misconduct on its part or on the part of one of its employees. Moreover, the Customer recognizes and accepts that Belgacom cannot be held liable for any intangible damage, nor for damage such as loss of income, loss of profits, business interruption, or loss of or damage to data. Without prejudice to the mandatory legal provisions, in all cases where Belgacom may be held liable, such liability shall be limited to the equivalent of three months of subscription charges for the basic package.

11. Prices, billing and payment

11.1. The amounts which are not due when the Contract is concluded or the Decoder is delivered are listed on the Customer's Belgacom bill, in accordance with the terms and conditions and procedures established in the contract relating to the telephone service or the Customer's Internet access with Belgacom. These terms and conditions are available at request or on Belgacom's website.

11.2. The first bill includes

- the Service activation charges;
- where applicable, charges for the delivery and installation of the Decoder and the Service;
- where applicable, the price for renting the Decoder and/or the options ordered will be calculated pro rata from the date on which it was activated until the date on which the bill is drawn up;
- where applicable, the price of each Offer ordered, calculated when the Offer is provided in the form of a pro rata subscription from the date on which this Offer was activated until the date on which the bill is drawn up;
- amounts already known to be due for the next billing period of the Service.

11.3. The subsequent bills will include amounts already known to be due for the next billing period of the Service and any additional amounts that have become known in the meantime as being due for the previous period.

11.4. Belgacom can review and adjust its prices once a year, in the month of January, based on the consumer price index. Since this concerns an indexation in the meaning of Article 108(2) of the Law of 13 June 2005 regarding electronic communications, and not a rate increase, the Customer is not entitled to terminate the Contract in accordance with Article 12.2.

11.5. In certain cases, Belgacom offers a "cash collecting" service, i.e. it allows the Customer to pay via his Belgacom bill for products/services distributed via its network but sold by third parties.

As the third party is the seller, the purchase contract is directly concluded between the Customer and the third party. Belgacom's role is limited to facilitating the payment. Belgacom shall not bear any responsibility for the proper execution of the purchase contract itself. In case of a complaint, the Customer must address directly the third party seller. The amount related to this purchase, VAT included, will appear separately on the Belgacom bill in the form of a statement, which is not valid as a bill in the fiscal sense. If the Customer wants a bill for this purchase, he must contact the third-party seller in advance.

11.6. For the rest, in case the Customer has a telephone line or Internet access at Belgacom, all the General Terms and Conditions of telephony and the provision of Internet are applicable.

12. Changes to the Contract

12.1. Belgacom reserves the right to change the characteristics of the Service or the contractual terms relating thereto at any time. It will notify the Customer of these changes by the method it deems appropriate. The publication of a notice on the TV interface of the Service or an indication of the change on the bill are deemed to constitute appropriate means of notification.

12.2. These changes will enter into effect immediately unless they involve a substantial change in the contractual terms and conditions, at the Customer's expense, or a price increase. Where that is the case, the new terms and conditions will enter into effect 30 calendar days after notification has been given.

12.3. If the Customer does not accept a substantial change in the contractual terms and conditions, at his expense, he may terminate the Contract, without having to pay any penalties, no later than the last day of the month following the entry into effect of the change. If the Customer does not accept a price increase, he may terminate the Contract, without having to pay any penalties, no later than the last day of the month following the first bill after the entry into effect of the increase. Notice of termination must be served by registered letter or by signing the relevant form in a Belgacom point of sale.

If the Contract is not terminated within the abovementioned period, the Customer will be deemed to have accepted the new terms and conditions. However, all amounts relating to the Offers ordered for which the billing period has already started, will be due.

13. Personal data

13.1. Data of a personal nature provided by the Customer and data collected by Belgacom concerning the Customer's use of the Belgacom TV services are entered into the databases of Belgacom (Bd du Roi Albert II, 27, B-1030 Brussels). In this context, the Decoder is also equipped with software which allows the recording and the listing of the operations which have been carried out with the Decoder.

These data are processed for the purpose of:

- enabling the proper execution of the Contract, in particular, proposing personalized recommendations;
- proposing personalized recommendations relating to the Belgacom TV services;
- customer management;
- carrying out market surveys and establishing user profiles;
- investigating fraud, such as breaches of intellectual property rights;
- carrying out information or promotional campaigns relating to products and services of Belgacom and/or its subsidiaries, such as Skynet, employing all methods, notably by letter and/or by e-mail. This information can be personalized on the basis of the Customer's use of Belgacom's products and services. If the Customer does not wish to be contacted in this regard, he may oppose this by sending a request to this effect to the Customer Service department. If the Customer prefers to receive non-personalized recommendations regarding the Belgacom TV services, as opposed to personalized recommendations, he can communicate his choice via an option menu on the interface of the Service. The data relating to the Customer's use of the Belgacom TV services are kept for 12 months.

The collected data can be communicated to third parties if this is necessary for the provision of the Service or if the Customer has given his consent for the data to be communicated.

13.2. The Customer may obtain a copy of his own personal data from Belgacom, free of charge, by submitting a dated and signed request, setting out proof of his identity, to the Belgacom Customer Service department, and may obtain the rectification of any incorrect, incomplete or irrelevant data.

13.3. The Customer informs Belgacom in due course of any changes in the data provided to Belgacom in connection with this Contract.

14. Conclusion and term of the Contract

14.1. The Contract is concluded from the moment that Belgacom accepts the Customer's subscription to the Service. However, following the activation of the Decoder, Belgacom may deem the quality of the Service to be insufficient because of technical reasons which did not appear until that moment. In this case, the Contract is terminated immediately and retroactively, without either party being liable to pay compensation.

14.2. Except in case of any contrary provision, the Contract is concluded for an initial period of one (1) year, this for each new connection. At the end of the term, for the consumer Customer, the Contract will be renewed for an indefinite period of time. The Customer can then terminate the contract at any time by means of a notice period of one (1) month notified by registered letter. If the contract is concluded with a professional Customer (non consumer Customer), at the end of the initial term, the Contract will be renewed automatically for successive periods of the same term as the initially

concluded contract, except if the client terminates its contract at the end of the agreed contractual period with a notice period of one (1) month by means of a registered mail.

14.3. During the execution of the Contract, the Customer may order the different Offers of the Service as follows:

The initial order is placed

- for a 12-month period for the basic package;
- for a 12-month period for the Add-On Football Offer;
- for Customers who subscribe before 01/02/2010, for a 12-month period, for the "Comfort View"/recording and pause live option;
- for a 4-month period for the Add-On Offers or thematic channels;
- for a 4-month period for the VoD packages which can be subscribed to under the Offer.

As for the thematic offers, during the first month of their initial subscription, Customers can, without having to pay a penalty, change or cancel their order and only pay for the costs proportionate to the number of days during which the thematic Offer was subscribed to.

These subscriptions are tacitly extended for an indefinite period of time unless the Customer terminates them by giving notice one calendar month before the end of the initial subscription period. The Customer must serve notice either by registered letter through the post or by going personally to a Belgacom sales point and signing the relevant form.

After the initial subscription period, the Customer can terminate a subscription at any time, using one of the aforementioned methods of notice.

14.4. If, during the contractual term, the Customer has ordered offers whose subscription period exceeds beyond the Contract end date referred to in Article 14.2 above, the Contract - where these Offers are concerned - is extended automatically until such time as the Customer's current subscription period for the Offers concerned expires.

15. Premature termination

15.1. If the Customer wants to terminate the Contract prematurely (as indicated in Article 15.2. hereafter) or an ordered Offer, or if Belgacom is required to terminate the Contract because the Customer has failed to comply with his obligations, all amounts relating to the Service for which the billing period has already started, are due.

15.2. The Customer can terminate the Contract or an ordered Offer before its normal expiry date for any reason whatsoever, provided the Customer gives one calendar month's notice by registered letter through the post

In that case, Belgacom is entitled to demand, ipso jure, compensation for said premature termination of the Contract or Offer. This compensation is fixed forfaitary and irrevocably as follows:

If the Customer or Belgacom terminates the Contract during the initial one-year contractual term, the Customer must pay Belgacom the following:

- general deactivation of the Service: €50;
- in case of the Decoder rental or "Comfort View" option for Customers who subscribed before 01/02/2010: 100% of the amounts still due until the normal expiry date of the current contractual term for this rental and/or option.

If the Customer or Belgacom terminates an ordered Offer while this Offer's subscription period is still running, the Customer is required to pay Belgacom:

- in case of unsubscription from the Basic Teledistribution Offer: €25;
- in case of unsubscription from the Add-On Thematic Offer of the Teledistribution Offer: €25 per Thematic Offer;
- in case of unsubscription from thematic TV channels of the Teledistribution Offer available outside a package: €5 per TV channel;
- in case of unsubscription from a Video on Demand package provided under a subscription: €10;
- in case of unsubscription from a Football subscription package: €25 per Football subscription package ordered. However, this penalty does not apply to the Football package linked to a specific football club if this club is disqualified during the subscription period.

The termination of the Basic Offer effectively results in the termination of any Add-On Offer.

These compensations for premature termination are not due if the Customer (or his rightful claimants) can invoke any of the following legitimate reasons for the termination:

- move to an address outside the area covered by the Service;
- death.

15.3. The Contract will end immediately, ipso jure and without prior formal written notice, in the event that either party suspends payments, is confronted with a collective debt settlement, becomes insolvent, bankrupt, or goes into liquidation.

15.4. Belgacom has the right to terminate the Contract immediately, ipso jure, without prior formal written notice and without requiring to pay a compensation to the Customer, in case of serious misconduct by the Customer, notably if:

- the Customer disrupts the Service or, in general, Belgacom's network;
- the Customer makes fraudulent use of the Service or Decoder, notably through an act of piracy, attempted piracy or providing the Content to third parties.

Moreover, in the event of deceit or fraud by the Customer, Belgacom may demand, in addition to payment of the amount due for the period in which the Service was provided, payment of damages and interest covering all technical, administrative

and legal expenses resulting from this deceit or fraud.

15.5. In the event that the Customer subscribes to the Service without ordering any Offer or actively using the Decoder for at least three months, Belgacom is entitled to terminate the Contract immediately, ipso jure and without having to pay the Customer any compensation whatsoever.

15.6. In the event that the Customer fails to fulfill his contractual obligations, Belgacom has the right to partially or fully suspend all or part of the Service.

15.7. Apart from the cases cited above, either party may terminate the Contract in case of failure by the other party to comply with its obligations. Termination will only take effect if the party at fault fails to rectify the situation within 15 calendar days starting from the date of notification by all appropriate means if the termination is done by Belgacom and by registered letter if the termination is done by the Customer.

15.8. Where the Service is technically linked to the existence of a Belgacom telephone line or broadband Internet access, any suspension or termination of the Contract between Belgacom and the Customer for this telephone line and Internet access as a result of a fault by the Customer, will automatically imply that the Contract for the Service is also suspended or terminated.

15.9. If, in the case of an Offer, a modem was provided to the Customer free of charge and the Customer terminates his contract the Customer must return the modem within three (3) working days following the termination of the Contract. If the Customer does not return the modem within that period of time, a fee of € 50 will be charged to him. The Customer will be expected to compensate Belgacom for any degradation to or defects in the modem that is not the result of normal use.

16. Transferability of the Contract and subcontracting

16.1. The Customer is not entitled to transfer this Contract to a third party without the prior written consent of Belgacom. In the event of the decease of the Customer, the Contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased Customer. The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations arising from the Contract.

16.2. Belgacom is authorized to transfer all or part of the rights and obligations it has under the Contract to a third party. Belgacom is also entitled to have all or part of its obligations executed by a subcontractor of its choice. In this case, Belgacom remains liable towards the Customer for the proper execution of its obligations by the subcontractor.

17. Applicable law and dispute settlement

The Contract is governed by Belgian law. The ordinary Belgian courts have sole jurisdiction for all disputes relating to the interpretation or execution of this Contract.

Any Customer who is not satisfied with the way in which Belgacom has handled a complaint may contact the Telecom Media Service (Place des Barricades 1, 1000 Brussels, Tel.: 02/223 06 06 fax: 02/219 77 88, plaintes@mediateurtelecom.be, www.mediateurtelecom.be), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.