

**General Terms
And
Conditions**

TADAAM



Table of Contents

- 1. DEFINITIONS3
- 2. SCOPE OF THE CONDITIONS AND COMPOSITION OF THE CONTRACT.....4
- 3. CONCLUSION, ENFORCEMENT AND TERMINATION OF THE CONTRACT BY TADAAM4
- 4. TADAAM TELEVISION4
- 5. THE INTERNET SERVICE5
- 6. ENTRY INTO FORCE AND DURATION OF THE CONTRACT7
- 7. OBLIGATIONS AND RESPONSIBILITY OF TADAAM7
- 8. OBLIGATIONS AND LIABILITY OF THE CLIENT8
- 9. FEES AND COSTS9
- 10. PAYMENT SUMMARY AND PAYMENT METHODS9
- 11. PAUSE10
- 12. CANCELLATION BY THE CLIENT10
- 13. PROCESSING OF PERSONAL DATA.....10
- 14.COMPLAINTS10
- 15. TRANSFER AND CHANGES TO THE CONTRACT11
- 16. APPLICABLE LAW11

1. DEFINITIONS

The terms with a capital letter in these conditions have the following meaning:

1.1 Payment overview: the descriptive statement of the costs and fees in connection with the Service (s) provided or to be provided to the Client.

1.2 Contract: the contract between TADAAM and the Client regarding the Services ordered by the Client consisting of these general terms and conditions, the information sheet, the Price List, the summary of the contract, the confirmation of order and other provisions referred to in the aforementioned documents. This Contract replaces all previous oral or written Contracts.

1.3 Services: the services offered by TADAAM, including an TADAAM Internet and TADAAM TV.

1.4 End user (s): the natural person who makes use of the TADAAM Services within the framework of privacy.

1.5 Client, You, Your: the natural person with whom TADAAM concludes this Contract, including any person who acts or from whom we can reasonably assume that he is acting with Your authorization or knowledge.

1.6 Pricelist: the price list published on www.tadaam.be that applies to the Services

1.7 TADAAM: the trade name under which Telenet offers the Services.

1.8 TADAAM Equipment: the equipment that TADAAM makes available to the Client during the term of the Contract, including a modem, a media player and a SIM card.

1.9 TADAAM Internet: the internet service offered by TADAAM.

1.10 TADAAM TV: is the generic name for the TADAAM TV services where, against payment, certain (packages of) audio and / or audiovisual content is made available to the Client by means of an application (hereinafter “TADAAM Application”).

1.11 Telenet : Telenet BV, with registered office at 2800 Mechelen, Liersesteenweg 4 and with company number 0473 416 418.

2. SCOPE OF THE CONDITIONS AND COMPOSITION OF THE CONTRACT

2.1 These terms and conditions describe the entirety of the rights and obligations between the Client and TADAAM with regard to the Services. The Client declares (i) to be sufficiently informed about the content of these terms and conditions and the features of the Services and (ii) to have received and accepted these terms and conditions.

2.3 The Client can under no circumstances change or replace the Contract, unless agreed otherwise in writing

3. CONCLUSION, ENFORCEMENT AND TERMINATION OF THE CONTRACT BY TADAAM

3.1 TADAAM reserves the right, without owing any compensation, not to enter into an Contract, to terminate an existing Contract, to suspend it or to dissolve it in one of the following situations:

- technical reasons;
- incorrect Client data or misuse thereof;
- serious indications of fraud, lack of credit or non-payment of our products or Services. This is apparent, for example, from a previous history of default;
- use of a TADAAM product or service that conflicts with the Contract, with the legal or regulatory provisions, with public order or morality, or where the proper functioning or integrity of the network is damaged; and / or
- in case of urgency or in the event of an order and / or decision by the government or the court.

3.2 The Client provides TADAAM with all information necessary for concluding the Contract. The Client undertakes to inform TADAAM immediately of any change to his contact and personal details.

4. TADAAM TV

4.1 TADAAM Television is accessible in Belgium and from all other Member States of the European Union for Clients who have a stable and actual stay in Belgium but are temporarily staying in another Member State. TADAAM may at any time make the availability of TADAAM TV conditional on the Client providing sufficient proof of a stable and actual stay in Belgium.

4.2 The number of users who can use TADAAM TV simultaneously within the same subscription and the number of devices that can be registered is limited. For more information, see the product specifications on www.tadaam.be.

4.3 Access to TADAAM TV is in any case limited to End Users who are part of the Client's family and permanently reside at the Client's permanent residence (which can be demonstrated by proof of domicile, by other relevant official registration at the Client's residence). address).

4.4 Access to TADAAM TV can depend on a number of elements such as:

- having access to a properly functioning mobile or fixed network,
- having (and possibly registering) a compatible terminal that has the technical specifications

required for (the functionalities of) the service,

- the activation of the service by TADAAM.
- the identification of the End User by means of a user name and / or password or pin code,

4.5 You can save up to 200 hours of recordings for a maximum of 60 days.

4.6 Further restrictions may be implemented because of decisions by competent authorities and / or rights holders.

4.7 With regard to TADAAM and potential third parties, the Client remains solely responsible for any use of TADAAM TV under his subscription, and this use is always and exclusively charged to the Client.

4.8 TADAAM has no editorial responsibility for the content of the recorded channels and broadcasts, which is solely in the hands of the broadcasters and other suppliers of audio and audiovisual content. Information about channels and broadcasts is provided on the basis of information that TADAAM receives from broadcasters and other suppliers, and is purely informative. TADAAM is not responsible for the lawfulness of (the content of and / or information about) the channels and broadcasts, which is exclusively held by the broadcasters and other suppliers.

4.9 It is possible that the Client can gain access via TADAAM TV to services (whether or not paid) by third parties (such as audio and / or audio-visual services on request, applications, video games, audio-visual content, publications, websites, payment services, information , etc.). Additional conditions from third parties may apply to those services. TADAAM does not accept any liability with regard to the information about, the delivery, the use and additional costs of those services.

4.10 The intellectual property (including trademark rights, copyrights and related rights) on the TADAAM TV service and the audio and audiovisual content rests exclusively with TADAAM and its suppliers.

4.11 The Client and the End Users acquire a limited, personal right of use on TADAAM TV and the audio and audiovisual content, in accordance with the provisions of this Contract and the functionalities of the TADAAM TV service. The rights of use that are not explicitly granted to the Client and the End Users by this Contract or by law, remain explicitly reserved for TADAAM and its suppliers.

4.12 The Client undertakes not to circumvent any technical measures that protect the audio and audiovisual content or limit the use thereof, as well as to comply with all restrictions that are communicated to him about the use of that content.

4.13 The Client acknowledges that for certain audio and audiovisual content specific restrictions on user rights can be imposed by suppliers of TADAAM. The Client fully indemnifies TADAAM against any claim from suppliers or third parties for non-compliance with the obligations in this article.

4.14 The provisions of Article 5.3. The use of user names and passwords also apply to the use names and passwords for TADAAM TV.

5. TADAAM INTERNET

5.1 General

- The TADAAM Internet service is only available in Belgium. Access to TADAAM Internet can depend on a number of elements such as access to a properly functioning mobile network from

TADAAM.

5.2 Specific obligations of TADAAM

- TADAAM is committed to building security into the TADAAM network, minimizing potential abuse. With this, TADAAM cannot exclude every form of improper use.
- TADAAM therefore bears no responsibility whatsoever for viruses, unwanted e-mail, intruders through unguarded ports or other IT crime on the part of third parties.
- TADAAM will take action against abuses on the TADAAM network committed by its Clients and the users of its Services, to the extent that TADAAM is aware of this. In cases of an urgent nature, TADAAM can immediately suspend the connection for a temporary period to preserve the integrity of the network. If the abuse does not end, TADAAM can decide to suspend the subscription in question or take other measures as provided for in the conditions.
- For abuses on other networks or by persons with IP addresses that were not assigned by TADAAM, the administrator of the relevant IP address must be notified so that he can identify his Client and take the necessary measures.
- TADAAM can, at the request of authorized third parties, block certain unlawful information on the internet.

5.3 Specific obligations of the Client

5.3.1 The use of user names and passwords

- To gain access to TADAAM Internet, the Client is assigned one or more personal user names and passwords. The Client is responsible for the confidentiality, security and appropriate use thereof. The password and user name are not requested by TADAAM, unless strictly necessary for an intervention and only in the event of a telephone intervention or as a response to an e-mail from the Client.
- Any use of any Service after providing a valid username and password will be considered as proof of use by the Client. If you have any reason to believe that a user name or password has become known to someone who is not authorized to use it or that a user name or password is being used or could be used in an unauthorized manner, this should be notified immediately.
- If TADAAM has reason to believe that the confidentiality and / or security is at risk or is being violated or TADAAM internet is being misused, TADAAM may change your username or password, of which you will be notified.
- If you have forgotten your username or password, you can request a new password via My TADAAM, insofar as you comply with the security checks that TADAAM sets up for this.

5.3.2 Consumption of the Internet service, restrictions on access and consumption of the Internet service

- The Client undertakes to prevent other users, nor the TADAAM network, in any way whatsoever when using the TADAAM internet.
- TADAAM may be forced by unavoidable technical reasons to temporarily or permanently change certain specifications of the subscription formula you have chosen in order to be able to continue to guarantee the continuity of services to all Clients. Such changes are necessary in order to be able to continue to insure the service you request to all Clients.

5.3.3 Limitations with regard to the SIM card

- The Client undertakes not to use the SIM card in any way other than that provided for in the Contract.

- The SIM cards are intended for personal use only and may not be used in the context of the resale of communication or re-routing. Infringements will give rise to a fixed compensation of EUR 1,000 per infringement.

5.4 Fair Use Policy

TADAAM includes an unlimited volume. With a mobile network, having a good internet experience is not only dependent on good mobile coverage, but the occupation of that network also plays an important role. In order to give all TADAAM Clients the best possible internet experience without having to intervene unnecessarily with volume restrictions, we opt for a “Fair use policy” that will only be applied as soon as we notice that the experience of certain TADAAM Clients is negatively influenced by the surfing use of other TADAAMers. In concrete terms, this means that as soon as your internet usage exceeds 300GB in the current period, we may reduce your speed to 5Mbps, which is more than sufficient to watch TV with TADAAM in a qualitative way. However, we will only intervene if we notice that other TADAAM Clients are experiencing difficulties when using their service. Your volume remains unlimited.

6. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

6.1 The Contract comes into force on the day of service activation and is always indefinite.

7. OBLIGATIONS AND RESPONSIBILITY OF TADAAM

7.1 TADAAM undertakes to use its expertise and care to provide you with uninterrupted services of the best possible quality, in accordance with legal, regulatory and contractual requirements.

7.2. In the event of a complete interruption of TADAAM Internet for more than 8 hours, as a result of an uninterrupted network failure, you may in some cases be entitled to legal compensation. Information about the conditions and the amounts of legal compensation can be found on www.tadaam.be and in the price list.

7.3 TADAAM can only be held liable insofar as You prove that TADAAM has committed a serious contractual error in the event of intent; or if TADAAM has not performed an obligation that constitutes one of the principal achievements of the Contract. TADAAM’s liability is limited to repairing foreseeable, direct and personal damage that You have suffered, excluding all indirect or intangible damage such as, but not limited to, business loss, loss of income or profit, loss or damage to data or recordings. In all cases, TADAAM’s liability is limited to the equivalent of a 3-month subscription fee for the service in question.

7.4 TADAAM cannot be held responsible for delays or shortcomings in the performance of the Services and the consequences thereof due to force majeure or by acts or omissions of third parties.

7.5 TADAAM only provides the services concerned. You know and acknowledge that, except for your own channels and broadcasts, TADAAM has no control over the information, quality, security or price of data, programs or services to which You have access via the Services, and that TADAAM controls the content of the information You send, download, upload and / or receive via the Services, not investigate. TADAAM bears no liability whatsoever with regard to the content of information forwarded and received, of any nature whatsoever. With regard to services from third parties that are provided via the TADAAM network or that you can use via the Services, you know and acknowledge that TADAAM only acts as an intermediary for billing and collection. TADAAM can under no circumstances be considered as a provider of these services in its own name or for its own account.

8. OBLIGATIONS AND LIABILITY OF THE CLIENT

8.1 The Client undertakes to use the Services only for lawful purposes, in accordance with the Contract. The Client is responsible for compliance with the Contract by the End User (s). Services and their content may only be used in a private context, unless otherwise agreed.

8.2 You may distribute, commercialize, sell to, make available to, make available to, make available to or otherwise multiply on any medium whatsoever for the benefit of any kind whatsoever, including the content, TADAAM Equipment, free of charge or for consideration. neither make the third party public, unless with the prior, express, indisputable and written approval of TADAAM.

8.3 Any fraudulent and / or unlawful use of the TADAAM Services, products and / or equipment is strictly prohibited. The license to use the TADAAM software is personal and non-transferable. The user license of the TADAAM software expires immediately upon termination of this Contract.

8.4 You must manage the TADAAM Equipment with due diligence. The TADAAM Equipment remains the property of TADAAM. Transfer of the TADAAM Equipment to a third party is not permitted without the prior written consent of TADAAM.

8.5 The Client is liable vis-à-vis TADAAM for all damage caused to TADAAM, including TADAAM Equipment, and third parties, when this damage results from the use of the Services and is not caused by an error on the part of TADAAM.

8.6 The Client undertakes to inform TADAAM of loss and theft of the terminal equipment and / or TADAAM Equipment. In all cases, the content of the communication that You realize through the use of the Services remains Your own responsibility and TADAAM is not expected to limit or oversee this. You indemnify TADAAM against all claims that third parties make against TADAAM based on Your incorrect and / or illegal use of the Services. You also undertake to take all necessary measures to protect the integrity and confidentiality of your data, including against viruses and IT crime.

8.7 At the request of TADAAM, the Client will provide the identification number of the SIM card and / or the IMEI number (to identify the terminal equipment) of the terminal equipment used for the TADAAM Services.

8.8 Without prejudice to the other provisions of this Contract, the Client must refrain from the following actions, without this list being deemed to be limitative: any attempt to copy the technical identification data of the SIM card and any fraudulent or unlawful use of the SIM card, decompiling the sim card or subjecting it to analysis, retro technology or creating a derivative software.

9. FEES AND COSTS

9.1 The costs and fees that You owe for Services are stated in the purchase confirmation and in the Pricelist.

9.2 TADAAM has the right to adjust its prices and rates once a year to the consumer price index. In the case of indexing, you will be notified one month prior to the coming into effect. You accept that this notification can be done by e-mail or via your Payment Summary and you acknowledge that this constitutes a sufficient, proper and individual notification. In the event of an indexing, you have the right to cancel the Contract free of charge and in writing up to the last day of the month following receipt of the first Payment overview after the indexing comes into effect.

9.3 The subscription fee is due from the day of activation of the Service. By subscribing, you authorize TADAAM (or a third party appointed by TADAAM) to automatically charge the monthly subscription fee via the specified payment method.

9.4 The subscription fee remains due, even if you do not use the service, except in the event of a pause in the Service (as further explained in Article 11).

10. PAYMENT SUMMARY AND PAYMENT METHODS

10.1 The Payment Overview is sent to you electronically every month and is available on mytadaam.be

10.2 The Payment Summary is addressed to You or to a paying third party designated by You. If this paying third party fails to do so, this will not release you from your payment obligation. In the event of non-payment by the due date, TADAAM will send you or the paying third party designated by you a notification. You then have a few days (as specified in the aforementioned notification) to arrange this payment. If the payment is not made before the start of the new subscription period, the Contract will be automatically paused.

11. PAUSE

11.1 Clients have the option to pause the Services. For this purpose, the Client must pause his Contract via MyTadaam.be before the end of the current subscription period. The pause starts at the end of the current subscription period. The Services can be paused for a maximum of 6 consecutive months. In the event of a pause of more than 6 months, the Contract will be terminated after notification to the Client.

12. CANCELLATION BY THE CLIENT

12.1 You can terminate the Contract at any time and without mandatory justification on MyTadaam.be. The cancellation will take effect on the day after the last day of the current subscription period.

12.12 The TADAAM Equipment that the Client has at its disposal must be returned to TADAAM in good condition, unless TADAAM gives you other instructions.

13. PROCESSING OF PERSONAL DATA

13.1 The processing of personal data is subject to the TADAAM privacy policy. You can always consult the TADAAM privacy policy on TADAAM.be/privacy.

14.COMPLAINTS

14.1 Complaints must be addressed to TADAAM via support@TADAAM.be.

14.2 Complaints must be addressed to TADAAM within two months after the date of the invoice or the claim. The obligation to pay the disputed amount and any measures taken as a result of non-payment will then be suspended. The uncontested amount must be paid within the normal period. After analyzing the complaint and subsequently rejecting it by TADAAM, the disputed amount becomes immediately claimable in full.

14.3 If you do not agree with the decision about your complaint, you can turn to the Telecommunications Ombudsman Service. Contact details Ombuds service: Boulevard du Roi Albert II 8, bus 3, 1000 Brussels or www.ombudsmantelecom.be. If your complaint is declared admissible by the Ombudsman for Telecommunications, no administrative costs will be charged and the collection procedure will be suspended for a maximum period of four (4) months from the submission of the complaint to the Ombudsman for Telecommunications. In the event of persistent malicious or annoying calls, you can also turn to the Telecommunications Ombudsman Service.

15. TRANSFER AND CHANGES TO THE CONTRACT

15.1 After notification, TADAAM has the right to transfer all or part of its contractual rights and obligations to a third party, without the Client having to give permission for this and without being able to claim any compensation in connection with this transfer. A free cancellation right is provided if this entails a change in the Client conditions.

15.2 The Client can fully transfer his contractual rights and obligations to a third party with the written permission of TADAAM.

15.3 The Client acknowledges and accepts that the Services are evolutionary. For example, the range of audio and / or audiovisual content from TADAAM TV may change as a result of circumstances, sometimes even beyond the will of TADAAM. TADAAM will inform the Client in good time about the aforementioned changes. Where possible, TADAAM will, to the best of its ability, replace the relevant offer with an equivalent offer as quickly as possible.

15.4 TADAAM may change the prices, conditions and / or characteristics of the Services when this is necessary due to objective external factors that do not depend solely on its will. The parties agree that objective external factors are considered (i) changes to the applicable legal and / or regulatory framework, and (ii) decisions by competent regulatory authorities.

16. APPLICABLE LAW

16.1 This Contract is governed by Belgian law.