

**General Terms  
And  
Conditions**

**TADAAM**



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# 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, TADAAM TV and TADAAM MOBILE.

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

**1.5 eSim:** an "embedded sim", a sim built into a compatible Device that contains the necessary information in digital form to grant the Customer access to the mobile services and to identify it on the Mobile Network.

**1.6 Content:** all possible data, information or services to which the Customer has access via the mobile service (for example via the internet, intranet or other applications) and/or that the Customer can consult, send, receive, download, etc. via the mobile service.

**1.7 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.

**1.8 Mobile Network:** the mobile communications network that TADAAM uses to provide mobile services in Belgium.

**1.9 Pricelist:** the price list published on [www.tadaam.be](http://www.tadaam.be) that applies to the Services

**1.10 TADAAM:** the trade name under which Telenet offers the Services.

**1.11 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.

**1.12 TADAAM Internet:** the internet service offered by TADAAM.

**1.13 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”).

**1.14 TADAAM MOBILE:** the mobile telephony and/or mobile data services over the Mobile Network offered by TADAAM.

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

**1.16 Device:** The communication device with which the Customer uses the mobile services.

## 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 provides the Customer with the television services listed in the Infofiche. 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](http://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

- TADAAM provides the Customer with the internet services listed in the infofiche. 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. TADAAM MOBILE**

### **6.1 General**

6.1.1 TADAAM provides the Customer with the mobile telephony and/or mobile data services over the Mobile Network as stated in the information sheet.

6.1.2 The Service is activated digitally by the Customer himself in accordance with the instructions provided by TADAAM.

6.1.3 TADAAM undertakes to use all reasonable means to ensure that access to, the security, reliability and proper functioning of the Service are as uninterrupted as possible. However, the Customer understands and accepts that:

- (i) TADAAM, among other things, cannot guarantee that all data can be delivered uninterrupted, in the correct form and within a certain period of time;
- (ii) the Service can be disrupted by external sources or obstacles (for example, influence on the transmission of radio signals by buildings, vegetation, relief, etc.); and

(iii) the quality of the Service also depends on the Device that he uses.

6.1.4 TADAAM itself determines the (technically) most appropriate means to provide the Service, and has no obligation to expand the Mobile Network or increase its capacity.

6.1.5 TADAAM has the right to suspend or terminate the mobile services if the eSIM cards used by a Customer have been the subject of an organised resale to persons who do not reside in Belgium or do not have a stable link with Belgium.

## **6.2 Subscriptions**

If the Customer does not use his subscription for 12 months, TADAAM has the right to terminate the subscription and any associated options and to take back the mobile number (with the result that the number is permanently lost for the Customer).

## **6.3 Obligations of TADAAM**

### **6.3.1 Mobile number**

- One mobile number is assigned per eSim.
- Unless the Customer uses the number portability procedure, he does not have the right to claim a specific mobile number upon connection, to have the mobile number changed at a later time, or to retain the mobile number upon termination of the Contract. The Customer can no longer claim a mobile number that has been transferred to a User.
- TADAAM always has the right to change an assigned mobile number for compelling service reasons, provided that the Customer is notified of this at least 2 months in advance. TADAAM does not owe the Customer any compensation for this.

### **6.3.2 Coverage**

TADAAM points out that, despite the excellent quality of the Mobile Network, it is not possible to guarantee perfect coverage across the entire Belgian territory in all circumstances and at all locations.

### **6.3.3 Speed**

- The estimated maximum download and upload speed of the Mobile Network are stated in the information sheets. Since various factors influence the estimated maximum speed, the actual speeds in practice may be lower.
- Furthermore, sporadic saturation of the Mobile Network, which slows down the speed, cannot be ruled out. For example, if a very large number of users make intensive use of mobile services at the same time in a certain location (for example because they use the Mobile Network to stream videos on their smartphone), the Mobile Network may become saturated at that location. When the Mobile Network is saturated, internet traffic slows down. For example, an online video may stutter when playing or it may take longer to load a web page or to download or upload a document.
- TADAAM uses various procedures via central monitoring to measure and control traffic over the Mobile Network in order to avoid or at least limit saturation. When it determines



that saturation is imminent, TADAAM will take all reasonable measures (including traffic management measures) to ensure the quality and continuity of mobile services as best as possible. Traffic management measures may, for example, consist of TADAAM giving priority to time-critical services (such as voice telephony) on its network over applications that are less time-critical (such as consulting an online newspaper) when the network is saturated.

#### 6.3.4 Emergency services

In the event of a call to the emergency services via the Mobile Network, TADAAM will pass on the coordinates of the caller's location data to the emergency services.

#### 6.3.5 Roaming

- Unless expressly excluded, the Service includes the possibility for the Customer to call, text or use mobile data in the EU Zone or to receive calls or text messages in the EU Zone ("roaming"), as well as the possibility to call or text from Belgium to networks in the EU Zone. Roaming is not possible outside the EU Zone.
- Depending on the country where the Customer is staying, the SIM will automatically select a network of a TADAAM partner or not. However, the Customer can still manually select another network, provided that TADAAM has concluded an agreement with the operator of that other network in that country.
- When the Customer roams on a network in the EU Zone, the quality of the service in that country may differ from the quality that the Customer is used to on the Mobile Network in Belgium. The quality of the roaming service depends, among other things, on the available network technologies, the local network coverage, the available speed and any restrictions that the local network operator applies. TADAAM cannot be held liable for this.

#### 6.3.6 Content

The Customer understands and accepts that (except when TADAAM itself offers Content in its own name):

- (i) TADAAM exercises no control over (among other things the content, nature, characteristics, quality, integrity or supply of the) Content and therefore cannot be held responsible for it;
- (ii) TADAAM cannot be held responsible for infringements of the applicable legislation or regulations or violation of rights by providers of Content;
- (iii) TADAAM does not intervene in any agreements entered into between the Customer and providers of Content; the Customer does so at its own risk and is solely responsible for compliance with the applicable (user) conditions and the payment of any costs due.

#### 6.3.7 Transparency and tariff protection

In certain cases, TADAAM is legally obliged to send warning messages when the included consumption volumes and/or financial thresholds are reached and/or (ii) to automatically

interrupt the internet connection when they are exceeded. If the Customer waives the transparency and tariff protection system, or makes changes to it, he does so at his own responsibility and risk.

## **6.4. Customer obligations**

### **6.4.1 eSim**

- The Customer is solely responsible for downloading the eSim.
- In the event of loss or theft of his Device, the Customer will undertake to stop the Service via the personal area my.tadaam.be intended for this purpose. In any case, the Customer remains liable for the consumption and the payment of the associated costs until the suspension of the Service was requested from TADAAM. Any subscription costs will also remain due during the suspension. At the request of TADAAM, the Customer must identify himself and/or provide the number of the report of the loss or theft to the police. The Customer can submit a request to lift the suspension via my.tadaam.be. TADAAM will make all reasonable efforts to lift the suspension of the Service as soon as possible, while retaining the remaining credit, if applicable.
- It is not permitted to use the eSIMs in the context of resale of communications or rerouting.
- The Customer undertakes:
  - To use the eSIM only in the context of the Service and in accordance with the Contract
  - Not to pass on or make the eSIM available to third parties
  - Not to copy the technical identification data of the eSIM

### **6.4.2 Device**

The Customer undertakes:

- (i) to use the Service only with a Device that complies with Belgian and European standards and is adapted to the Mobile Network and the Service;
- (ii) not to use a Device (or to connect accessories or other equipment to it) that could cause disruptions to the Mobile Network or the Service;
- (iii) to always use the Device in accordance with the instructions for use and safety regulations;
- (iv) to replace the Device when, for technical reasons specific to the Device (for example because it is outdated), it no longer has access to the Mobile Network or is no longer suitable for using the Service.

### **6.4.3 Normal use**

- The Customer undertakes to make normal use of the Service. The following examples of use are not considered normal use and are therefore not permitted (non-exhaustive list):
  - (i) use with the intention of diverting or forwarding communications (directly or indirectly), or with a view to reselling or making them available to third parties;
  - (ii) use in a manner that means that certain functions of the Mobile Network or of another mobile network to which the Mobile Network is connected can no longer be performed reliably and correctly (such as communicating the caller's identification number (unless otherwise instructed), communicating the IMEI number of the Device from which the call originates, intercepting and recording communications pursuant to an order from a competent judicial or administrative authority, or recording and storing call and identification data);

- (iii) use in such a manner that the identification or location of the caller following an emergency call is no longer possible;
  - (iv) use that allows a connection without human intervention or between machines (M2M communication);
  - (v) a use that can lead to the overloading or disruption of the proper functioning of the Mobile Network or can negatively affect the experience of other customers;
  - (vi) a use in a manner that, in terms of frequency, distribution between the different communication types (for example mobile voice, mobile data, SMS, MMS, etc.) or connection time, deviates significantly from the averages of other customers of the TADAAM mobile services;
  - (vii) a use in a manner other than that communicated to TADAAM by the Customer when concluding the Contract;
  - (viii) in general, any improper, fraudulent or dishonest use, as well as any use contrary to the Contract or the use that may be expected of the Customer in the context of the Contract (for example the use of the device as a baby monitor, the use of the Service for call centre or SIM box purposes, the use of the eSIM card in surveillance cameras, 'gateway' or similar devices, as well as making the Service available to third parties (for example via hotspotting)).
- The Customer is also not permitted to:
    - (i) send text messages or voice messages to groups of more than 20, pre-identified or not, recipients;
    - (ii) unless the recipient has given express permission, send text messages or voice messages to third parties containing a commercial message;
    - (iii) send data to groups of recipients in an automated manner.
  - In the context of an unlimited offer, very intensive use of the Service is permitted. This does not alter the fact that the Customer always undertakes to make normal use - as described above. Furthermore, the following are not considered normal use in the context of an unlimited offer and are therefore not permitted:
    - (i) Mobile data: monthly consumption that is regularly 10 (or more) times higher than the average consumption of all customers who use the unlimited offer;
    - (ii) Texting: sending more than 350 text messages per day and/or 10,000 text messages per month;
    - (iii) Calling: regularly calling for more than 6 hours per day and/or 30 hours per week. Regularly calling for more than 2 hours without interruption and/or having conversations that are resumed immediately after interruption.
  - The information sheets may contain further limits and/or restrictions for specific unlimited offers.
  - TADAAM can provide proof of abnormal use by any means, including data and overviews from third parties, from its own systems or from those of other telecom operators through which the communication took place.
  - In any case of abnormal use, TADAAM reserves the right to limit the provision of the Service, to suspend and/or terminate the Contract, and/or to take other useful or necessary measures.

#### 6.4.4 Access to the Internet

- If the Service provides access to the Internet, the Customer undertakes not to use the Service for the purpose of:
  - (i) distributing, sending, downloading or uploading:
    - a. illegal, incorrect, misleading, obscene or defamatory content and data;
    - b. unsolicited or unauthorized advertising, junk mail, spam, chain letters or any other duplicative or unwanted messages;
    - c. computer viruses or other harmful programs;
  - (ii) unlawfully gaining access to third-party data or damaging or destroying (computer) data;
  - (iii) violating intellectual property rights.
  
- The Customer is solely responsible for protecting his Device, his data and his software against all forms of risks inherent to accessing the internet (including viruses, hacking, spamming and other forms of cybercrime). The Customer also understands and accepts that (including the quality, speed and security of) sending data via the internet is never completely reliable; the Customer does this at his own risk and cannot hold TADAAM liable for any damage resulting from interruptions or errors in the transmission, or from the loss, damage or breach of the confidentiality of the Customer's data.

#### 6.4.5 Users

- The Customer undertakes to identify at all times the Users he allows to use the Service.
- The Customer is solely responsible to TADAAM for the use of the Service, regardless of whether the Service is used by a User to whom he has made the eSim available, or by a third party.
- The eSim (and the associated mobile number) is assigned to the Customer, not to the User. The Customer undertakes to clearly inform the Users about, and if necessary to obtain their agreement with, the provisions of the Contract and the TADAAM privacy policy.

#### **6.5 Central number database, telephone directories and telephone information services**

- The surname, first name (or for a legal entity: the official name) and address of the Customer and the mobile number assigned to the Customer by TADAAM are forwarded to the central number database ([www.centralnumberdatabase.be](http://www.centralnumberdatabase.be)). Inclusion in the central number database cannot be refused as this is a legal obligation and a source of information for the emergency services.
- When entering into the Contract, the Customer is given the choice of whether or not to be included in the telephone directories and telephone information services. Only if the Customer explicitly chooses to do so, the central number database will provide the above-mentioned data to the providers of telephone directories and telephone information services for the purpose of publication in the telephone directories and telephone information services. After publication, the mobile number and address of the Customer can be requested and searched in these telephone directories and telephone information services. This recording is free. The Customer can change his choice at any time by contacting the customer service.
- The Customer undertakes to provide correct data and to inform TADAAM of any changes as soon as possible. TADAAM will forward these changes to the central number database as soon as possible.

- The Customer can object to the use of his number for unwanted marketing calls by registering on the Bel Me Niet Meer Lijst ([www.dncm.be/nl/nummer\\_blokkeren](http://www.dncm.be/nl/nummer_blokkeren)) or by calling the number 02/882.19.75.

## **6.6 Number portability**

### *6.6.1 Number portability to TADAAM*

- If the Customer requests the portability of a mobile number from another operator to TADAAM, TADAAM will comply with the legal provisions regarding number portability and will make every effort to ensure that this number portability proceeds as smoothly as possible. However, it is possible that the portability cannot be carried out or cannot be carried out on time for technical reasons.
- The Customer undertakes to only request the portability to TADAAM of a mobile number of which he himself is the holder, or of a mobile number of which the User is the holder and of which he can demonstrate that the User has mandated him to (i) request the portability to TADAAM, (ii) where applicable, terminate the contract with his previous operator and (iii) agree to the portability of the mobile number to the Customer.
- The portability of the mobile number to TADAAM does not release the Customer (or the User who is the holder of the number) from complying with his contractual obligations towards his previous operator; the Customer (or the User who is the holder of the number) is solely responsible for this. The Customer undertakes to inform the User (if the User is the holder of the mobile number) of this.

### *6.6.2 Number transfer to another operator*

If the Customer wishes to transfer a mobile number from TADAAM to another operator, he must take into account that the mobile number can only be transferred up to one month after termination of the Contract. After 6 months, the mobile number will be transferred back to the operator who owns the number (non-TADAAM numbers) or it can be assigned to another customer (TADAAM numbers).

### *6.6.3 Refusal and/or delay*

The Customer acknowledges that TADAAM (or another operator) can refuse or postpone a transfer of a mobile number for technical or legal reasons.

In the event of a delay in the number transfer procedure, the Customer can claim compensation. The request for compensation must be submitted to the operator to which the number(s) are transferred within a maximum period of 6 months after the request for number transfer. The Customer can find more information about the amounts and the procedure on [www.bipt.be/np](http://www.bipt.be/np).

## **7. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

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

## 8. OBLIGATIONS AND RESPONSIBILITY OF TADAAM

**8.1** 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.

**8.2.** 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](http://www.tadaam.be) and in the price list.

**8.3** 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. You cannot file a non-contractual claim against TADAAM or an (auxiliary person of an) auxiliary person of TADAAM for damage caused in the context of the execution of the Contract between TADAAM and You. Only a contractual claim by You against TADAAM is possible for such damage, if applicable.

**8.4** 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.

**8.5** 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.

## 9. OBLIGATIONS AND LIABILITY OF THE CLIENT

**9.1** 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.

**9.2** 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.

**9.3** 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.

**9.4** 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.

**9.5** 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.

**9.6** 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.

**9.7** 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.

**9.8** 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.

## **10. FEES AND COSTS**

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

**10.2** 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.

**10.3** 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.

**10.4** 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 12).

## 11. PAYMENT SUMMARY AND PAYMENT METHODS

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

**11.2** 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.

## 12. PAUSE

**12.1** 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.

## 13. CANCELLATION BY THE CLIENT

**13.1** 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.



**13.2** In all cases where the Contract is terminated, the Customer may no longer use the TADAAM Equipment and the Customer is obliged to return the TADAAM Equipment to TADAAM, in accordance with TADAAM's instructions. TADAAM reserves the right to charge the fee stated in the Price List if the Customer has not returned the TADAAM Equipment, has not returned it on time or has not returned it in accordance with TADAAM's instructions and/or if the TADAAM Equipment is damaged.

## 14. PROCESSING OF PERSONAL DATA

**14.1** The processing of personal data is subject to the TADAAM privacy policy. You can always consult the TADAAM privacy policy on [TADAAM.be/privacy](https://TADAAM.be/privacy).

## 15.COMPLAINTS

**15.1** Complaints must be addressed to TADAAM via [support@TADAAM.be](mailto:support@TADAAM.be).

**15.2** 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.

**15.3** 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](http://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.

## 16. TRANSFER AND CHANGES TO THE CONTRACT

**16.1** 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.

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

**16.3** 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.

**16.4** 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.

## 17. APPLICABLE LAW

**17.1** This Contract is governed by Belgian law.

Version: 7 April 2025