

# SPECIAL CONDITIONS FIXED INTERNET

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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## Definitions

Activation Date	Date on which the Service will be Activated.
DSL	Technology that enables access to the internet over a traditional telephone connection.
NTP	“Network Termination Point”, the endpoint of the DSL network at the Customer's Installation Address.
ONT	“Optical Network Terminal”, a device that communicates directly with an internet provider (ISP) to obtain a fiber optic internet connection at the Installation Address.

## Introduction

These Special Conditions for Fixed Internet for companies, legal entities or de facto associations or self-employed persons, hereinafter Internet Conditions, are a supplement to the General Terms and regulate the legal relationship between the service provider, i.e. Citymesh, and the Customer, starting from his Subscription Request. They form part of the Agreement and apply to all legal acts relating to internet access via a fixed Network. In the event of any conflict, these Internet Conditions take precedence over the General Terms.

## 1. Installation and Unnecessary Intervention

- 1.1. Regarding the Installation, the fee varies depending on the Installation type chosen by the Customer. The various Installation options that Citymesh offers are described on the Citymesh website.
- 1.2. The price for the Hardware to be installed by the Citymesh technician is not included in the Installation fee.
- 1.3. Additional works are proven either by a written Agreement or by execution by Citymesh. If Citymesh, or a subcontractor working on behalf of Citymesh, has carried out work or other performances or deliveries at the request or with the consent of the Customer that fall outside the content or scope of what has been agreed, these activities, performances or deliveries will be reimbursed by the Customer to Citymesh according to Citymesh's usual rates or, in the event that a fixed price has been agreed, the additional costs will be charged to the Customer. However, Citymesh is not obliged to comply with such a request and may require that a separate written Agreement be concluded for this purpose.
- 1.4. UNNECESSARY INTERVENTION
  - 1.4.1. In the event of an unnecessary intervention, Citymesh is entitled to charge the Customer an administrative fee amounting to € 164,46. In addition, Citymesh is entitled to charge the Customer for the costs for unnecessary actions.
  - 1.4.2. An unnecessary intervention is:
    - (i) any request for repair of a defect that was not caused by Citymesh and where actions (repairs, tests, transport, planning, etc...) were carried out by Citymesh, or a subcontractor working on behalf of Citymesh;
    - (ii) any intervention for which Citymesh, or a subcontractor working on behalf of Citymesh, has performed useless actions (repairs, tests, transport, planning, etc.) because the Customer was not present at the appointment at the agreed moment, did not provide access to his domain or provided incorrect information;
    - (iii) any intervention that had to be carried out as a result of a fault for which the Customer is responsible.
  - 1.4.3. The above interventions are not limited to the Customer's domain and may also relate to infrastructure outside the Customer's domain.

## 2. Activation Date

- 2.1. The Activation Date requested by the Customer during the Subscription Request is a wish date. Citymesh will make every effort to have the Activation take place on or as close as possible to that date.
- 2.2. Citymesh will make every effort to activate the Subscription within twenty (20) Working Days, in absence of technical complications (e.g. connection to the Network is technically not possible without prior additional work, rejection of the line, incorrect data provided by the Customer such as for example, providing an incorrect telephone number...).
- 2.3. The Activation Date of the Service is determined in consultation with the Customer. That date also depends on the location and on the need to have work carried out on site by third party operators, which extends the Activation period. The Customer is obliged to provide Citymesh with all requested and correct information in a timely manner.

## 3. Internet access

- 3.1. The Subscription starts at the time of sending the written confirmation of the Activation of the Service to the Customer.
- 3.2. The Service is activated on the NTP or the ONT.
- 3.3. The Customer declares to know the operation of the internet access and the internet and accepts the rules of use as stated in Article 6 of the General Terms related to the Internet.
- 3.4. Citymesh reserves the right to make procedural and technical changes (including changing the login procedure) and/or improvements if the functioning of the Service requires this. The Customer will be informed of this in advance.
- 3.5. The Customer is prohibited from abusing or deliberately misusing rights granted to him, such as permanently using a dynamic IP address in such a way that the Customer would have a fixed IP address, unless stated otherwise in the specifications of the relevant Subscription. In the event that the Customer ignores this prohibition, Citymesh is entitled to terminate the Agreement immediately and without prior notice of default.
- 3.6. To gain access to the Citymesh Service, the Customer is assigned a personal username and password, hereinafter referred to as the Login Details.
  - 3.6.1. The Customer is responsible for its confidentiality, security and appropriate use. To this end, the Customer must take all necessary measures to ensure their confidentiality, security and appropriate use and to ensure that they are not disclosed to third parties. The Login Details are never requested by Citymesh.
  - 3.6.2. If the Customer has any reason to believe that his Login Details have become known to someone who is not authorized to use them, or that his Login Details are being used or could be used in an unauthorized manner, the Customer must notify Citymesh immediately.
  - 3.6.3. If Citymesh has reason to believe that confidentiality and/or security is at risk or is being violated or the Service is being misused, Citymesh may

change the Login details. In that case, Citymesh will inform the Customer thereof.

- 3.6.4. The Customer undertakes to use the Service only for his own use. If Citymesh has reasons to believe that the Customer has knowingly shared the Login Details with third parties, Citymesh is entitled to terminate the Agreement immediately and without prior notice of default.

## 4. Special obligations and liabilities of the Customer

- 4.1. The fixed Service as provided by Citymesh is limited to providing the necessary connection so that the Customer can have access to broadband internet. This does not include hardware that is required to have broadband internet access.
- 4.2. For misuse on other Networks or by persons with IP addresses not assigned by Citymesh, the administrator of the IP address concerned must be informed so that he can identify his customer and take the necessary measures. In order to know who the administrator involved is, the Customer can consult the WHOIS databases (<https://who.is/>).

## 5. Special obligations of Citymesh

- 5.1. Citymesh undertakes to build safeguards into the Citymesh network to minimize potential abuse. Citymesh cannot rule out every form of improper use. Citymesh therefore bears no responsibility whatsoever for viruses, unwanted email, intrusions via unattended ports or other IT crime by third parties.
- 5.2. At the request of authorized third parties, Citymesh can block certain unlawful information on the internet. In those cases, the Customer does not have the right to terminate the Agreement.
- 5.3. In the context of the provision of the Service, Citymesh does not implement procedures on the fixed network that are aimed at prioritizing, delaying or otherwise influencing certain internet traffic.

## 6. Fair Use Policy

- 6.1. All unlimited offers are subject to a Fair Use Policy. This means that all consumption is "fair" as long as no other Customer experiences problems due to the heavy consumption of one (1) single Customer.
- 6.2. Citymesh reserves the right to inform the Customer whose consumption regularly and significantly exceeds the average consumption of Customers with the same Subscription. The Customer will be requested in writing and in a traceable manner by Citymesh to reduce his consumption.
- 6.3. If, after three (3) consecutive written requests, the Customer appears not to respond or does not respond sufficiently, Citymesh reserves the right - not to jeopardize the stability of the Citymesh network and the quality of services to other Customers - to limit the Customer's speed profile to a download speed of 7.5 Mbps and an upload speed of 0.5 Mbps for a period of seven (7) calendar days.

## 7. Entry into force and Termination of the Agreement

- 7.1. The Agreement enters into force on the day of Activation of the Service by Citymesh. Citymesh's sending of the Activation confirmation to the email address provided by the Customer during the Subscription Request serves as proof of Activation. Unless written notice of termination by the Customer before the expiry date of the minimum duration, the Agreement will automatically be extended for an indefinite period.
- 7.2. Without prejudice to the provisions of article 7.3, the Customer may terminate the Agreement in writing at any time without obligation to provide a reason. Citymesh will make every effort to terminate the Agreement as quickly as possible or on the date chosen by the Customer. Citymesh will send the Customer written confirmation of the effective termination date, taking into account the technical specifications.
- 7.3. TERMINATION OF THE AGREEMENT
  - 7.3.1. The unilateral termination of the Agreement by the Customer gives rise to immediate and irrevocable legal consequences.
  - 7.3.2. NOTICE PERIOD
    - 7.3.2.1. The Customer with a maximum of nine (9) employees can terminate the Agreement at a time of his choosing, even if this is immediately.
    - 7.3.2.2. The Customer with more than nine (9) employees can be held to a notice period of maximum one (1) month upon termination of the Agreement after its tacit extension for an indefinite period.
  - 7.3.3. TERMINATION FEE
    - 7.3.3.1. If the Customer terminates the Agreement between the time of the conclusion of the Agreement and the Activation of the Service, Citymesh shall be entitled to charge the Customer the one-off Activation costs associated with the early termination of the Subscription, as well as any Hardware purchased by Citymesh specifically for the Customer, plus the sum of the monthly Subscription fees due up to and including the end of the minimum duration of the Agreement.
    - 7.3.3.2. If the Customer terminates the Agreement after Activation of the Service, but within the minimum duration of the Agreement, Citymesh is entitled to charge the Customer compensation equal to the sum of the remaining monthly Subscription Fees owed up to and including the end of the minimum duration of the Agreement.
      - 7.3.3.2.1. For a Customer with more than nine (9) employees, this compensation is equal to the sum of the remaining monthly amounts up to and including the end of the minimum duration of the Agreement.
      - 7.3.3.2.2. For a Customer with a maximum of nine (9) employees, the compensation is limited to the totality of the monthly Subscription fee that is still owed until the end of the first six (6) months after the entry into force of the Agreement.
  - 7.3.4. The burden of proof of the number of employees lies with the Customer.

- 7.4. In the event of a move, the Agreement at the old location will be terminated. The Subscription at the new location is considered a new Agreement, subject to all the applicable conditions associated with entering into a new Agreement for a Subscription for internet access. In the event that the move takes place during the minimum duration and the Customer enters into an Agreement for at least an equivalent new Citymesh Subscription at the new location, the Customer is not due any compensation fee as described in article 7.3. After Activation of the Subscription at the new Installation Address, Citymesh will issue a credit note for the excess invoiced period of the Subscription at the old Installation Address.
- 7.5. If the Customer wishes to switch to a Subscription that uses a different internet technology, this will be considered a new Agreement by Citymesh, subject to all the applicable conditions associated with entering into a new Agreement for a Subscription for internet access.
- 7.6. The Customer cannot transfer the Agreement to a third person.  
If a third person wishes to settle himself at the Customer's Installation Address to which the Agreement applies, and he wishes to take over the Customer's active internet connection, he must conclude a new Agreement with Citymesh. During the Subscription Request, the third person must state that it concerns the takeover of the active internet connection of the Customer in question. The Customer must terminate his Agreement with Citymesh in writing. If the third person chooses a Subscription that uses a different internet technology, this will be considered by Citymesh as a new Agreement for a Subscription for internet access, subject to all the applicable conditions associated with entering into a new Agreement for a Subscription for internet access.
- 7.7. The Customer who is denied access to and/or residence at the Installation Address by judgment, grants Citymesh the right to ex officio transfer the Agreement to the person who legally occupies the location, if the latter so requests.
- 7.8. If the Customer has mailboxes included with the Subscription, he can obtain free access to the electronic mail sent to the Citymesh email address(es) created for a period of eighteen (18) months following the end date of the Agreement. If the Customer wishes to have further access to the electronic mail to the Citymesh e-mail address(es) created after this period of eighteen (18) months, he must contact Citymesh to conclude a specific Agreement for this purpose.

## 8. Loan

- 8.1. As part of certain Subscriptions, Citymesh may make Hardware available to the Customer on loan.
- 8.2. The Hardware remains the exclusive property of Citymesh for the entire duration of the loan.
- 8.3. Unless explicitly stated otherwise, the loan is free of charge.
- 8.4. The Hardware is made available for purely professional use. The Customer is under no circumstances permitted to dispose of the Hardware in whole or in part, with or without compensation, or to make it available in any way to a third party, nor to use it at a location other than the Installation Address of the relevant Subscription.
- 8.5. The Customer is obliged to exercise due care for the safekeeping and maintenance of the Hardware during the entire duration of the loan. He may only use it for the use



and purpose determined by the nature of the Hardware and by the instructions for use. He is responsible for the costs of maintenance and repairs, as well as for the consequences of theft or loss, except when this is due to force majeure. The Customer is obliged to reimburse Citymesh for any wear or damage to the Hardware that is not a result of normal use.

- 8.6. The Customer may not transfer its rights and obligations under the Agreement to a third party.
- 8.7. The Hardware is loaned for the duration of the Subscription, of which the loan of the Hardware forms part, and commences at the time of Installation of the Hardware by the Citymesh technician at the Customer. However, during this period the Customer is free to return the Hardware to Citymesh at any time. The Customer cannot claim any discount or compensation for this. The Customer is obliged to return the Hardware to Citymesh at his own risk and expense if the concluded Subscription of which the Hardware is a part ends, for whatever reason.
- 8.8. If the Customer does not return the Hardware within fifteen (15) calendar days after the Agreement between himself and Citymesh with regard to the concluded Subscription of which the Hardware forms part comes to an end, he will be deemed to have purchased the Hardware. In such a case, delivery of the Hardware is deemed to have taken place at the time of Installation of the Hardware by the Citymesh technician. In this case, the Hardware will be invoiced to the Customer at the Citymesh sales price at the time of entering into the Agreement of which the loan of the Hardware formed part.
- 8.9. DEFECTIVE HARDWARE
  - 8.9.1. In the event that defective Hardware on loan is found to be the cause of a reported internet connection problem, the Customer will be asked to return the defective Hardware on loan to Citymesh upon receipt of replacement Hardware on loan.
  - 8.9.2. The Customer must return the defective Hardware on loan to Citymesh within fifteen (15) calendar days of receipt of the replacement Hardware on loan in all original packaging, including all materials that were originally in the box (cables, manual... ). The Customer can use the "Easy Retour" sticker that is supplied with the replacement Hardware on loan.
  - 8.9.3. If the Customer does not return the defective Hardware on loan within fifteen (15) calendar days after receipt of the replacement Hardware on loan, Citymesh is entitled to invoice the replacement Hardware on loan at the current sales price. In the event of a dispute, the burden of proof of the return lies with the Customer.