

Special Terms and Conditions - Fixed Data (Internet) Service Destiny NV

1. Definitions

For the purposes of the Special Terms and Conditions set out below, the definitions included in the General Terms and Conditions shall apply, as well as the following additional definitions:

Fixed Data (Internet) Service

The Service from Dstny consisting of providing the Customer with (access to) a data connection configured by Dstny on a Dstny Connection Network in accordance with the specifications as set out in the Agreement with, if applicable, Internet access at and/or between the Customer's Location(s), for the Duration of the Agreement.

2. Object

2.1. Area of application

The Special Terms and Conditions set out below are applicable to the provision by Dstny of the Fixed Data (Internet) Service in exchange for the Fee.

3. Rights and obligations of the Parties

In the case that the Fixed Data (Internet) Service includes Internet access, the provisions of the General Terms and Conditions concerning Internet access remain fully applicable.

Under no circumstances may Dstny be held responsible or liable for the proper functioning of the Fixed Data (Internet) Service or for any malfunctions or defects related to the Fixed Data (Internet) Service, as a result of or on the basis of failure to (continue to) meet the technical specifications or technical parameters set for

the Fixed Data (Internet) Service by Dstny, if this is a direct or indirect consequence of:

- an act or intervention by the Customer or a third party;
- a defect in the Customer Equipment or an action by the Customer or a third party related to the Dstny equipment;
- in general, failure of the Customer to (continue to) meet the contractual terms as set out by the Customer in the Agreement (Location, 230V connection, ...);
- A defect or malfunction related to the cabling between the Network termination point and the Customer Equipment (router, ...).

Prior to installation of the Fixed Data (Internet) Service, the Customer must make a backup of all its data and systems.

For the Fixed Data (Internet) Service, maximum and/or guaranteed speeds (Mbps) will apply, as stated in the Service Order Form, and, if applicable, in the Fixed Data (Internet) Service Specifications and the Fixed Data (Internet) Service Level Agreement.

These speeds are, unless explicitly agreed otherwise in writing, strictly theoretical maximum and minimum levels that are (potentially) influenced by various parameters, including but not limited to distance of the Connection Network, technologies used, internal cabling, use of WiFi, # simultaneous users, additional services, ...

Dstny will provide various security systems in its Network to prevent, to the fullest extent possible, misuse and unlawful access by third parties.

However, the Customer will be solely responsible for the costs of misuse of the access to the Fixed Data (Internet) Service, regardless of whether it is perpetrated by third parties. In this respect, the Customer must take adequate steps to secure the access to the Fixed Data (Internet) Service.

The Customer is solely responsible for installing and maintaining (up-to-date) hardware and software (e.g. firewall, antivirus systems, ...) to protect its systems and the Fixed Data (Internet) Service against fraudulent or unlawful access and, in general, against any misuse of it.

If explicitly agreed in the Service Order Form, Dstny will configure the agreed security hardware and/or software. As necessary, the stipulations concerning Products will be applicable in full. The installation or supply of this hard and/or software by Dstny or by third parties appointed by Dstny does not in any way entail any guarantee or assurance as to the security or protection of the Customer's systems or access to the Fixed Data (Internet) Service. Dstny cannot in any way exclude any form of unlawful access or use of the Fixed Data (Internet) Service and can therefore in no way be held liable with regard to (the consequences of) viruses, unwanted messages, hacking, or any other form of unwanted access or unlawful use.

The Customer is responsible for reporting illegal or unethical content (data) to the supervisory authorities and to Dstny.

All liability on the part of Dstny for the content of the data or traffic that is stored, transmitted or received by the Customer, by third parties appointed by the Customer, or by third parties to whom the Customer has provided access, is explicitly excluded. The Customer must fully indemnify and compensate Dstny in this respect from and against all demands, claims, etc. for third parties towards Dstny and/or its appointed staff.

4. Internet access and webhosting

Dstny has no general obligation to monitor the information from the Customer that it transmits or stores, nor to actively search for facts or circumstances that indicate illegal, unauthorised or unethical activities. Dstny cannot therefore be held liable under any circumstances for the information that is transmitted (received or transferred).

The Customer accepts and acknowledges that:

- the initiative for transmission does not fall to Dstny;
- the recipient of the transmitted information is not selected by Dstny, and;
- the information transmitted has not been selected or altered by Dstny;

If Dstny offers hosting to the Customer (storage of the information provided by the Customer), Dstny is in no way liable for the information that is stored at the request of the Customer.

If personal data is stored by the Customer, it is the Customer's exclusive responsibility as 'data controller' and 'processor' to comply at all times with all legal obligations regarding the protection of personal data (privacy). The Customer is responsible for obtaining all authorisations, for all permits, declarations, registrations and for taking all measures required by law in this regard. If the Customer fails to comply with all statutory provisions, the Customer must fully indemnify and compensate Dstny in this respect for and against all demands, claims, etc. from third parties towards Dstny and/or its appointed staff.

The Customer acknowledges and accepts that Dstny has no actual knowledge of potential unlawful activities or, regarding claims for compensation, has no knowledge of facts or circumstances that indicate or potentially indicate the illegal nature of the activity or the information.

If Dstny is explicitly notified of potential illegal activity or information, Dstny must, as soon as it effectively becomes aware of the aforementioned activity or information, promptly take all measures to remove or block access to the information or activity.

If Dstny effectively becomes aware of illegal activity or information, it must immediately report this to the Public Prosecutor, who will take the necessary steps in accordance with article 39bis of the Code of Criminal Procedure.

Unless otherwise agreed in writing, Dstny issues no guarantees regarding the Internet access via the Service(s), other than those explicitly and expressly included in the Internet (Data) Service SLA.

Except in the case of deliberate acts, Dstny does not accept any liability with respect to the hosting of the Customer's website and/or the access to this website. Any liability for direct or indirect damage (loss of turnover, loss of opportunities, inactivity, loss of data, ...) is explicitly excluded.

Dstny is not responsible for services (incl. invoicing and payment) offered by third parties via the Dstny-Network. Dstny is not a party (and not a third party) to any contracts potentially concluded via the Dstny Network.

Where it is possible to pay for the goods and services of third parties via the Dstny invoice, the Customer accepts and acknowledges that Dstny is not a party to the agreement it has concluded and that Dstny only acts on behalf of and for the account of the third party in question.

The Customer explicitly agrees (and vouches in this regard for the users to whom it grants access to the Service(s)), to refrain from hacking activities, unlawful access to the data of third parties or the propagation of viruses or malware. The Customer furthermore undertakes to promptly report any such illegal or harmful activity to Dstny.

The Customer explicitly agrees (and vouches in this regard for the users to whom it grants access to the Internet (Data) Service) to refrain from distributing or publishing information via the Service(s) of Dstny that is considered to be in violation of public decency, public order or current legislation, that is in violation of the (intellectual) property rights of third parties, that is contrary to the Privacy laws or that incites acts in violation of the current legislation and ethics (discrimination, hate or violence).

The transmission by the Customer of confidential, business critical or sensitive or personal data takes place exclusively at the Customer's own risk. It is the Customer's responsibility to take all necessary measures (encryption, anonymisation, back-up...) to secure this data and information in general against disclosure and to protect it against loss. Dstny accepts no liability in this respect.