

Terms and Conditions and Acceptable Use Policy (AUP)

Introduction

Section 1. PREFACE

The Wyfibox website subscribes to the [BeCommerce code of conduct](#).

The present general terms and conditions shall govern any product or service sales contract concluded between a client and CYC2 SRL, with registered office at Chaussée de Louvain, 431/E, 1380 Lasne in Belgium, enterprise and VAT number BE 0807.267.751 ("CYC2").

Email: hello@wyfibox.com and main phone number +32 (0)2 851.00.10

Section 2. Special attention:

A. DELIVERY CHARGES

Supplies and equipment. It may be that delivery charges are applied to the purchase of equipment like hardware. These are calculated during the purchase process and depend on the quantity and weight of the hardware and will be shown before confirmation of purchase.

B. REVOCATION RIGHT

The consumer does not have the right to cancel the purchase of equipment delivered in accordance with the exception of Article 47 § 4 1 of the Law on market practices and consumer protection of April 6, 2010, which provides that the right of withdrawal may be exercised for supply contracts of services if performance has begun, with the consent of consumers before the end of the withdrawal period

Article 1. AGREEMENT

By subscribing to or using our service, including those services, features or functionality provided, you agree to these Terms of Service.

Article 2. DEFINITIONS

1. Acceptable Use Policy or AUP: any document that is published on the Wyfibox website aimed at providing for the acceptable use the Client may make of the Service and at establishing user restrictions warranted for security reasons or on the basis of any other reasonable grounds.
2. Client: the natural or legal person with whom the Contract is concluded.
3. Consumer: the natural person who concludes the Contract for nonprofessional reasons, as referred to under the LPMC (the Act of 6 April 2010 on Market Practices and Consumer Protection).

4. Contract: the contract between the Client and CYC2 which comprises the following documents, if applicable, (a) the Client's order, the confirmation and any annexes, (b) the Service-specific terms and conditions, (c) the present special terms and conditions of sale and (d) the AUP, which can all be consulted on the website and which the Client acknowledges to have taken cognizance of. Every element shall form an integral part of the Contract.
5. LPMC: the Act of 6 April 2010 on Market Practices and Consumer Protection.
6. Services: the range of Wyfibox services in respect of which the Client has signed a Contract with CYC2.

Article 3. SUBJECT MATTER

Section 1. OBJECT

The present document sets forth the general terms and conditions under which CYC2 shall supply the Client with services and products whose essential characteristics shall be further specified in the order the Client has placed.

Any other contractual terms and conditions, more specifically the general terms and conditions of the Client, shall be excluded save in cases where CYC2 has expressly agreed to them in writing beforehand.

Section 2. Interpretation in case of Inconsistency of Documents

In the event of an inconsistency between documents, the following hierarchical order between documents shall apply:

1. the order of the Client, the confirmation and any annexes,
2. the Service-specific terms and conditions,
3. the present general terms and conditions,
4. the AUP, unless otherwise agreed in writing between the parties.

Section 3. Amendments and addendum to the contract

Amendments and addenda to the Contract shall only come into effect once CYC2 has expressly agreed to them in writing. CYC2 reserves the right to amend the general terms and conditions at any moment in time. These amendments shall also apply to any earlier Contracts.

Amendments shall come into effect 30 days as of the day of notification or at any other point in time as specified in the notification. If an amendment were to prove unacceptable to a Client, the latter shall be free to terminate the Contract by the last day of the month following the date at which the amendments came into effect without the Client being liable for an exit fee.

With regard to orders for services: the consumer shall not be entitled to renounce the sale, since the Service shall be provided as soon as the Contract is concluded, which the Client accepts.

With regard to orders for products: the Client, in the capacity of Consumer, is entitled to cancel his purchase, without having to provide any reason or being liable for penalties, within fourteen days following the date at which the ordered product was delivered. Any costs arising from the return of the product shall be borne by the Client. If on its return, the product in question is found to have been damaged or depreciated, said loss in value may be deducted from the amount to be reimbursed to the Client.

Article 4. SERVICES, INSTALLATIONS, CONFIGURATIONS or ASSISTANCE

Section 1. SERVICES

CYC2 shall do its utmost to supply the Service in accordance with the standards prevailing within the industry. Unless otherwise provided for in writing, the present Contract shall cover the supply of a Wyfibox device and electronic communication services. Services such as installation, configuration or assistance may form the object of a separate invoice.

All our Service or product delivery lead times are indicative only. In principle, they shall not exceed 7 days as of the date of the order, unless CYC2 has informed the Client that this delivery lead time will be exceeded.

A. Support and remote assistance

CYC2 shall provide the Client with technical assistance in the event of any faults or problems. This Service is provided via a chat facility on the Wyfibox website. The Client can obtain further information about this Service by dialling number (32) 2 851 00 10.

Section 2. CONFIGURATION

CYC2 reserves the right to change the configuration of the network, of the equipment used to supply the Service or the passwords, on condition that the quality of the Service shall not be significantly affected. CYC2 shall do its utmost to timely notify the Client of any such changes. CYC2 shall, whenever necessary, be entitled to interrupt the Service for operational reasons or whenever urgent maintenance work is required.

Section 3. FRAUDULENT USE

CYC2 shall take any reasonable measures to safeguard the security and the continuity of the Service. However, CYC2 does not furnish any guarantees as to the unassailability of the Service and shall not be held responsible for any losses the Client and/or a third party may sustain because of the lack of protection unless these losses can be attributed to wilful misconduct or gross negligence on the part of CYC2.

Unless expressly stipulated otherwise, the Client shall bear sole responsibility for the security of the system he uses to access the Service with and CYC2 shall decline any liability in that respect. The fact that CYC2 may offer technical, general or personalised security-related information does not diminish the Client's own responsibility in this respect in any way.

CYC2 shall invariably invoice the Client for any fraudulent use of the latter's account that can be attributed to the Client's own negligence and the latter shall indemnify CYC2 for any losses sustained. The Client shall forthwith and, in any case within 5 working days, notify CYC2 in the event the Client and/or the user were to find or suspect that third parties have illegitimately accessed the Service, for instance, by means of the Client's and/or the user's password. CYC2 shall not assume any liability for any losses that may be sustained as a result of the Service having been illegitimately accessed in this way.

Article 5. CHARGES AND TERMS OF PAYMENT

The costs shall, where applicable, include the standing charges, the connection costs. The charges as specified on the Wyfibox website, in the pricing plans or in any other contract documents, are, unless otherwise specified, exclusive of VAT. The charges published online shall take precedence over any charges in hard copy format. CYC2 reserves the right to amend or index the charges of its Service or products. These changes shall also apply to any earlier contracts that have been concluded and shall be notified no less than one (1) month before they are due to come into effect. If the price increase were to exceed the indexation, the Client shall be free to terminate the Contract by the last day of the month following the date at which the first invoice after the price increase has come into effect was received without the Client being liable for an exit fee. CYC2 reserves the right to pass on any administrative costs in function of the payment method the Client has chosen.

The Service shall be paid after the usage.

The invoice shall be forwarded to the Client by e-mail and may be consulted on the CYC2 SIMBA application. The invoices shall contain an overview of the usage. The Client can obtain a detailed overview of the usage on the CYC2 SIMBA application by entering his username and password. Any CYC2 invoices that fully or partially relate to any amounts the Client has not yet settled shall be payable within 15 days of the invoice date.

Unless otherwise provided by law, the Client shall not be permitted to offset payments.

CYC2 shall issue a reminder for any balances that have not been settled by their due date. In that case, CYC2 may charge the Client a fixed administration fee (€ 50) for this reminder. CYC2 may furthermore decline the reactivation or a repair without prejudice to CYC2's right to demand that any unsettled invoices are paid in full. Any invoice that has not been paid by its due date shall automatically and without prior formal notice be increased by interests at the rate of 8% per annum on the amount outstanding, calculated on a pro-rata basis of the number of days the account has been in arrears and by fixed damages of 15 % on the amount outstanding, with a minimum of € 100 and a maximum of € 500, without prejudice to CYC2's right to demand payment of any expenses it may have incurred.

The Client, in the capacity of user, may seek similar damages from CYC2 if CYC2 has been found guilty of wilful misconduct or seriously defaults on its contractual obligations, or fails to perform one of the substantive services of the contract. The Client shall be paid damages in the form of Service credit. Invoices shall be deemed to have been irrevocably and unconditionally accepted if they are not protested by registered letter within the specified payment period.

The Client hereby undertakes to forthwith notify CYC2 of any change in the Client's details (such as a change of address or a change of banking institution).

If the Contract relates to the supply of equipment whose ownership shall be transferred to the Client, CYC2 shall retain ownership of the equipment in question until such time as all the amounts due have been paid in full. Any payments the Client issues shall firstly be offset against the interests and costs incurred and secondly against the principal amount of the unsettled invoices and this regardless of the fact whether the Client specifies that a particular payment is made to settle a different invoice.

Article 6. CLIENT or END-USERS' UNDERTAKING and REGISTRATION

Section 1. UNDERTAKING ON THE PART OF THE CLIENT AND/OR THE USER

The Client shall use the Service carefully and wisely, for normal telephone communication purposes, in accordance with the prevailing legislation and regulations and the terms and conditions of the Contract and the AUP. The Client hereby undertakes to only use the Service for legitimate purposes. The Client shall assume full liability for the use he makes of the Service.

The Client hereby guarantees that he holds the necessary licences and permits to operate any equipment and use any software that have not been supplied by CYC2 with the Services.

The Client shall use the equipment and software he uses with the Service carefully and wisely. The Client hereby authorises CYC2 to remote supervise and monitor this equipment at any moment in time and fully understands that this equipment may not under any circumstances be moved or adjusted without CYC2's intervention. The Client shall assume full liability for any damage the CYC2 equipment or network may sustain as a result of a malfunction or fault in any equipment he may have installed.

As the use of the Service may expose the Client's IT system to the risk of intrusion by third parties or viruses, the Client shall take all the appropriate measures to ensure that no one can gain access to the Service without his permission and that his data and software are protected.

The Client and/or the user are/is not allowed to engage in any acts that may have a negative impact on CYC2 and/or on the use of the Service by other clients.

The Client shall not engage in any acts that may discredit either the name or the reputation of CYC2 by making denigrating comments or by resorting to any other means of public expression.

Every infringement of the present article 6 shall be construed as an act of serious contractual default.

The Client undertakes to indemnify CYC2 for any harm the latter may sustain as a result of a violation of the obligations described in the present article 6, and/or for any action a third party may file against CYC2 as a result of the Client's failure to abide by the obligations described in this article 6.

Article 7. EQUIPMENT AND SOFTWARE

All the products supplied by CYC2, including any products that are dispatched carriage-free, shall be transported at the Client's risk. Without prejudice to the statutory warranty Consumers enjoy, the warranty on the equipment and/or software sold and/or installed by CYC2 shall be limited to the

warranty the manufacturer/author of the software furnished and in accordance with the restrictions the latter imposed and this as of the purchase/start of the user licence.

The Client shall only acquire the personal, non-transferable and non-exclusive user right to the software and to the user documentation CYC2 puts at his disposal. CYC2 and the licensors shall retain all the intellectual property rights to the supplied software, documentation and the media that come with the software. By virtue of the fact that the Client uses the software and the user documentation, he automatically agrees to abide by the relevant licensing conditions. Other than for normal backup purposes, the Client shall not be permitted to copy the relevant software and (user) documentation or to make or have any changes made or add or have anything added to the software or the documentation or to disclose any part of the software or the documentation, in any format whatsoever, to a third party. The Client and/or the user shall refrain from removing or altering any sign that determines the ownership or the origin of either the software or the media.

Article 8. DURATION AND TERMINATION OF CONTRACT

Section 1. Effectivity

The Contract shall come into effect on the date CYC2 has accepted the request which shall invariably be confirmed by an order confirmation and/or the performance of the Contract by CYC2. The Contract shall be concluded for an indefinite period of time unless otherwise stipulated in the Service-specific terms and conditions or in the Client's order. The Client shall be free to terminate the Contract at any moment in time, subject to issuing CYC2 with one month's notice.

Section 2. Termination

Contracts shall invariably be terminated in writing by registered letter.

Section 1. RESPONSIBILITY of CYC2

The Service CYC2 supplies shall be construed as an obligation to perform to the best of CYC2's ability. CYC2 shall be responsible for the supply of the Service up to the Client's connection point to the network.

CYC2 does not furnish any guarantees as to the functioning of the Service. Save in the event of gross negligence or wilful deception, CYC2 shall not assume any responsibility for any interruptions to the Service or for the fact that its quality may be reduced.

Section 2. EXCLUSION FROM LIABILITY

1. On no account shall CYC2, including its employees, agents, subcontractors and suppliers, be held liable for any of the following situations:
 - If the Service does not meet the objectives set by the Client or if it is not compatible with the installations and equipment the Client uses
 - The content of the information transmitted or made available by the Client to third parties via the Service and vice versa

- Any form of abuse or fraudulent use of the Service by the Client or a third party
 - Technical problems or failures, network failures and telecommunication equipment maintenance that is indispensable to the Service, (IT) equipment and related software
 - The choice, use and the objectives the Client pursues within the framework of the Service, including the choice, configuration and the use of the equipment destined to be used within the framework of the Service
 - The period that elapses between the Service being applied for and the actual connection, a late connection or the rejection of the Service request
 - Costs, indemnities or damages incurred due to the fact that the Client does not adhere to the obligation's incumbent on him under the Contract
 - Any possible losses of information, IT files or data which may ensue from the Client's use of the Service, the network and the Service equipment
 - The time it takes to access the Internet, delays in transmitting data or the quality of the data transmitted and any possible access restrictions to networks and servers connected to the Internet.
2. CYC2 shall not be held liable for any indirect damage, whatever the nature of the claim filed, be it material or non-material, and more specifically for any losses relating to surplus staff or temporary unemployment, any loss of business or financial losses, any loss of income, loss of data, revenue, benefits, opportunities, clientele and/or orders, diminished commercial perspectives, an increase in costs or a reduction in projected savings, regardless of the fact whether they were foreseeable or not.
 3. The Client shall safeguard CYC2 against any costs, indemnities, damages, claims, expenses and proceedings that may ensue from actions filed by third parties as a result of the Client's acts, errors or negligence.

Section 3. LIMITED LIABILITY

In all cases where CYC2 shall be contractually liable vis-à-vis the Client, serious default, wilful misconduct or the faulty performance of a substantive obligation of the Contract excepted, CYC2's overall liability shall in any event be limited to the lowest amount, i.e. either to the sum total of the payments the Client made to CYC2 on foot of the Contract during the 6 months prior to the incident CYC2 was responsible for or to € 500.

Section 4. COMPLAINTS OR PROTESTS

Any complaints or protests about the Services CYC2 supplies shall invariably be made to CYC2 by registered letter:

- In relation to the delivery of products, within 10 working days of the date of delivery

- In relation to the provision of a Service, within 10 working days of the connection or the incident

In the absence of any protest, the right of renunciation excepted, the Services and products supplied shall be deemed to have been irrevocably and unconditionally accepted.

Article 9. OUR RIGHT TO SUSPEND OR RESCIND CONTRACT

Section 1. SUSPENSION AND RESCISSION OF THE CONTRACT

CYC2 reserves the right to suspend the provision of a Service or the delivery of a product if the Client defaults on one of his contractual obligations in respect of which the Client has been notified. CYC2 reserves the right to charge the Client for the reconnection of the Service.

Section 2. IPSO JURE SUSPENSION or RESCISSION OF CONTRACT OR SERVICES

Without prejudice to its right to claim damages, CYC2 reserves the right to ipso jure rescind the Contract (and to for once and all suspend the delivery of the Service) and this without releasing the Client from the amounts owed:

1. In the event the Client has failed to redress a contractual default CYC2 has notified him of within 30 days
2. If the Client is pronounced bankrupt, becomes insolvent or ceases issuing payments or if his credit has been exhausted or if the Client is wound up or dissolved
3. If the Client asks one or several of his creditors for a period of grace
4. If a distraint is levied on all or part of the Client's assets at the request of a creditor or if any other enforcement or precautionary measures are taken against the Client's assets
5. If there is proof or if there are strong suspicions that the Client is guilty of fraud or if the Client has furnished false information
6. In the event of any abnormal increases in the Client's consumption costs
7. In the event of an order or mandate from the administrative authorities or the judiciary.

Article 10. MISCELLANEOUS PROVISIONS

Section 1. FORCE MAJEURE

Neither party shall be held responsible for any losses the other party may sustain as a result of the non-performance of the Contract caused by an event of force majeure, with the exception of any payment undertakings.

It shall be assimilated to events of force majeure any unforeseen circumstances that prevent, encumber and/or make the performance of the Contract disproportionately more costly to such an extent that one party can no longer reasonably expect the other party to perform the Contract to the letter.

It shall notably be deemed to be events of force majeure: strikes, the siege of a company, epidemics, breach of contract or shortages at CYC2 suppliers', natural catastrophes or legal or administrative restrictions.

Section 2. TRANSFERS – SUBCONTRACTING

The Client shall not be entitled to either fully or partially transfer his rights and obligations ensuing from the Contract to third parties unless he has received CYC2's prior consent in writing.

CYC2 shall be entitled to either fully or partially transfer its rights and obligations ensuing from the Contract to third parties without the Client's permission.

CYC2 reserves the right to task one/several subcontractor(s) with the entire or partial performance of the Contract without releasing itself from its contractual obligations vis-à-vis the Client.

Section 3. PROTECTION OF PRIVACY

Any personal data the Client forwards shall be recorded in CYC2 files. CYC2 shall process the Client's personal data for the following purposes: supplying and invoicing for telecommunication services, the interconnection with other operators and related invoicing, dispute management, customer relations with the Client, market studies, to combat fraud and offences, quality assurance, to forward commercial information and inform the Client of any marketing campaigns on products and Services provided by CYC2 and by any other companies CYC2 has a contractual relationship with. Personal data shall only be disclosed to third parties for the specific reasons specified above. The Client shall be entitled to object to his personal data being processed for direct marketing purposes by contacting the Customer Service Department.

The Client's data shall be stored in accordance with the statutory retention periods and may be disclosed to the judicial and administrative authorities in accordance with the prevailing regulations.

Section 4. Right of access, rectification and opposition

Any persons concerned may at any moment in time ask CYC2 for access to any of the personal information the latter is storing. They are entitled to ask that any erroneous information is rectified. They may object to their personal data being processed if they can provide valid reasons. In the event the Client's details need to be amended because his situation has changed (change of address, enterprise number, etc.), CYC2 shall be entitled to charge the Client a reasonable administration fee.

CYC2 may use the personal data it collects to inform its clients about its products and services. However, the persons concerned may at any moment in time object to any future processing of this nature.

CYC2 shall take any reasonable measures to ensure the confidentiality and security of the personal data it processes. These data shall not be transmitted to third parties other than partners of CYC2, unless their transmission is necessary to perform an order placed, if the person in question has agreed to their transmission or if their transmission is requested by a competent authority. Occasionally, third companies may manipulate certain data when performing services of a technical

nature to the CYC2 IT systems. Any persons affected may exercise the rights described in this section by contacting CYC2 at the details specified above.

Section 5. THE TELECOMMUNICATIONS OMBUDSMAN

The Client shall address any complaints he may have to the CYC2 Customer Service Department in writing. If the Client is not happy with the way his complaint has been dealt with, he may contact the Telecommunications Ombudsman at Place des Barricades 1, 1000 Brussels, tel.: 02 223 09 09, fax: 02 219 86 59, e-mail: plaintes@mediateurtelecom.be, website: www.mediateurtelecom.be.

Complaints submitted to the Ombudsman shall only be deemed admissible if the Client can prove that he first tried to resolve the issue with CYC2. The Telecommunications Ombudsman may refuse to deal with a complaint if it relates to facts that occurred more than one year prior to the complaint having been filed.

The investigation of a complaint shall be concluded once judicial proceedings are filed.

Besides the internal procedure for managing complaints by the online store, it is also possible that you contact to BeCommerce and to the European ODR platform: <http://ec.europa.eu/consumers/odr>.

Section 6. ADMISSIBILITY – APPLICABLE LAW – COMPETENT COURTS

The present Contract is governed by Belgian law.

The Client shall, on pain of inadmissibility, voice his objection to the performance or the interpretation of the Contract within 6 months. Any dispute that cannot be settled amicably shall be exclusively submitted to the courts of Nivelles for adjudication, to which the parties agreed to have the exclusive jurisdiction to settle any dispute arising from this contract, to the exclusion of any other courts.