

SPECIAL CONDITIONS INSTALLATIONS

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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Definitions

Appointment Time	Date and time block at which the technician will report to the Customer at the Installation Address to carry out the planned Installation work.
AREI	General Regulations on Electrical Installations contain the most important general legal requirements relating to electrical installations.
Best Effort	The promise to do one's best to achieve a certain goal without the achievement of this goal being guaranteed or enforceable afterwards.
Cancellation Fee	Compensation for a cancellation.
Contact Person	The adult physical person whose telephone number is provided by the Customer during the Subscription Request and who can be contacted in the event of a need for communication regarding the provision of the Service.
DTP	Distribution Termination Point, branch point on the public domain from which the Fiber is brought via an input to the Customer's Fiber Intro-Point.
Fiber	A fiber optic connection.
Fiber Intro-Point	Optical Network Termination Point or ONTP, the passive endpoint of the Fiber Network in the LU, to which a Fiber NT is connected. Through the Decision of 26 September 2023 regarding the identification of the network connection point for broadband services, BIPT has determined the ONTP as the Network connection point. This means that everything after the ONTP belongs to the network - and therefore the responsibility - of the Customer.
Fiber NT	Optical Network Terminal or ONT, the active endpoint of the Fiber network in the LU, to which the Router is connected.
Internal Cabling	The cabling between the Intro-Point and internal sockets, patch panels, Modem, Router...
Intervention Form	Document that the technician presents to the Customer for signature at the end of the Installation and that, including any comments, will serve as proof of the proper execution of the Installation.
Intro-Point	The point in the building of the Customer where the Network of the Network Operator enters the building.
Introduction Cable	The physical part of a copper or Fiber connection that connects the distribution cable to the NTP or Fiber Intro-Point.

LU	Living Unit, any unit in a building designed or adapted for single use by a person or group of persons.
MDU	Multi Dwelling Unit, a building occupied by multiple persons or groups of persons, each individually identified as one (1) separate End User of the Service.
Modem	A device that connects two (2) or more different computer networks, in this context the DSL Network and the Customer's network.
Network Connection Point Decision	The Decision of the BIPT Council of 26 September 2023 regarding the identification of the network connection point for broadband services.
Own Terminal Equipment	Equipment owned by the Customer that the Customer wishes to use for the Service.
Provisioning	The period between the acceptance of the Subscription Request and the Activation of the Service.
Router	A device that connects two (2) or more different computer networks, in this context the Fiber network and the Customer's Network.
SDU	Single Dwelling Unit, a building occupied by one (1) person or group of persons, identified as a (1) individual User of the Service..
SNA	Small Network Adaptations, adjustment works to the DSL Network that are necessary to make the Service possible.
Ticket	A written message that the Customer can send to Citymesh, and vice versa, within Citymesh's secure internal communication system.
Working Hour	An hour in which one works.
Working Time	Amount of time spent on (paid) work.

Introduction

These Special Conditions for Installations for companies, legal entities or de facto associations or self-employed persons, hereinafter Installation Terms, are a supplement to the General Terms and the Internet Conditions and regulate the legal relationship between Citymesh and the Customer, with regard to physically connect the Customer to the Network. They form part of the Agreement. In the event of any conflict, the Installation Conditions take precedence over the Internet Conditions and the General Terms.

1. General provisions

- 1.1. Citymesh makes Hardware available to the Customer for the duration of the Subscription. In accordance with the Network Connection Point Decree, this Hardware constitutes the network access point.
- 1.2. For each Activation of a Subscription, a Citymesh technician will install and configure the Hardware included in the Subscription at the Customer's Installation Address, after which he will test the proper functioning of the Hardware and the internet connection.
- 1.3. If at any time after a Citymesh technician has determined that the internet connection is functioning properly, the Customer decides to replace the Hardware that Citymesh makes available for the duration of the Subscription with Own Terminal Equipment, then the NTP or the Fiber Intro-Point is the network access point as determined in the Network Connection Point Decree.
The Citymesh technician will not assist the Customer with the Installation of the Own Terminal Equipment.

2. Telecom Installation: Test & Label

- 2.1 A Telecom Installation: Test & Label, hereinafter also referred to as Telecom Installation, means that a technician will install an NTP20XX wall socket at the Intro-Point at the Installation Address, if necessary, at the Appointment Time communicated to the Customer and then the line on the NTP20XX will be mounted, tested and provided with a Circuit ID. The successful completion of the Telecom Installation results in the Activation of the DSL Service. A Telecom Installation is, if deemed necessary, included in a Worry-Free Installation for DSL.
- 2.2. In the event that the appointment for the Telecom Installation cannot be kept by the Customer or the Contact Person, for any reason, Citymesh must be immediately informed of this in writing.
 - 2.2.1. If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Telecom Installation to proceed with the Telecom Installation at a time other than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.
 - 2.2.2. If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Telecom Installation to proceed with the Telecom Installation at a time other than the Appointment Time

previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 49,59.

Citymesh communicates the new Appointment Time to the Customer.

2.3. USELESS VISIT

2.3.1. A Useless Visit takes place when the technician cannot carry out his intervention. A Useless Visit can occur for the following reasons:

- the Customer or the Contact Person is not present at the Appointment Time;
- the Customer or the Contact Person is not available at the Appointment Time;
- the Customer or the Contact Person cancels the Installation;
- the Customer or the Contact Person is not ready for the Installation;
- the Installation Address is not ready for the Installation;
- the contact number provided by the Customer is incorrect.

2.3.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.

2.3.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason, Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

2.4. In the event that the Customer cancels the Agreement before the planned Telecom Installation has been carried out, for any reason, Citymesh must be notified as described in Article 7.2 of the Internet Conditions.

2.4.1. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer no later than two (2) Working Days before the planned Telecom Installation, Citymesh has the right to charge the Customer a Cancellation Fee equal to € 8,26.

2.4.2. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer less than two (2) Working Days before the planned Telecom Installation, or if the Customer or the Contact Person cancels the Agreement at the Appointment Time, Citymesh the right to charge the Customer a Cancellation Fee equal to € 103,31.

The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.

2.5. If the need for an SNA is detected during Provisioning, Citymesh will notify the Customer. For all provisions regarding SNA, please refer to Chapter 7.

2.6. In the event that the technician cannot commence or complete the Installation because the Customer has not fulfilled one (1) or more obligations as described in Chapter 10, the technician will leave. Citymesh will consider this an Unnecessary Intervention as described in Chapter 9.

Citymesh communicates the new Appointment Time to the Customer.

In the event that a new Appointment Time for the Telecom Installation cannot be scheduled for reasons attributable to the Customer, the Agreement will be

canceled by Citymesh due to the technical inability to provide the DSL Service. The Customer cannot claim any rights based on this cancellation of the Agreement by Citymesh because They themselves are responsible for the cancellation.

- 2.7. Citymesh provides one (1) Working Hour for the execution of the Telecom Installation. This Working Hour commences at the time described in Article 10.6. Citymesh is entitled to charge the additional Working Time as described in Article 11.2.
- 2.8. After a successful Telecom Installation, Citymesh will contact the Customer to schedule an Appointment Time for the Installation of the Hardware.

3. Fiber Intro-Point & NT Installation

- 3.1. Before the Fiber Service is Activated, the connection status of the Customer's Installation Address is checked. If the Installation Address is not in an Fiber environment or if there is no longer a free fiber wire available in the distribution cable, the request for a Fiber Intro-Point & NT Installation will be refused. The Installation of a DTP other than the one provided by the Network Operator is not possible.
- 3.2. If the check shows that a Fiber Intro-Point & NT Installation is required, the Network Operator will supply and install a DTP (if necessary), a Fiber Intro-Point and a Fiber NT and establish the connection of the Customer's Installation Address to the Fiber Network. The provisions of Chapter 8 apply.
 - 3.2.1. The Fiber NT and the optical patch cable that connects it to the Fiber Intro-Point are supplied and installed by the Network Operator in the SDU.
 - 3.2.2. For MDUs where structured Fiber cabling is available between the technical room and the Customer's LU, the Fiber NT is installed by the Network Operator in the Customer's LU and connected to the Fiber Intro-Point via the structured cabling. Depending on the size and layout of the MDU, the Fiber Intro-Point can be placed in a different location..
 - 3.2.3. For MDUs where structured Fiber cabling is not available between the technical room and the Customer's LU, the Fiber NT and the optical patch cable connecting it to the Fiber Intro-Point will be supplied and installed by the Network Operator in the technical room of the MDU. In that case, the Customer is responsible for connecting the Fiber NT installed by the Network Operator in the technical room to his LU via structured UTP CAT 6 (or higher) cabling. Depending on the size and layout of the MDU, the Fiber Intro-Point can be placed in a different location.

Once the Fiber NT has been installed, an optical patch cable of up to five (5) meters is installed between the Fiber Intro-Point and the Fiber NT. The optical patch cable is placed in an existing cable duct. The presence of the cable duct is the responsibility of the Customer. The technician of the Network Operator does not carry out drilling work and does not install vertical cabling.

Connecting the Fiber NT to the Fiber Intro-Point leads to the Activation of the Fiber Service.

- 3.3. The Installation of the DTP (if necessary) and the Fiber Intro-Point are carried out by the same technician of the Network Operator. This is the so-called Bringing Inside part of the Fiber Intro-Point & NT Installation.
The Installation of the Fiber NT is carried out by another technician of the Network Operator. This is the so-called Connection part of the Fiber Intro-Point & NT Installation.
Therefore - possibly - two (2) different appointments at the Customer's Installation Address are required.
External factors (syndic, municipality, etc.) may mean that the required works have to be carried out in several phases.
- 3.4. In the event that an Appointment Time cannot be kept by the Customer or the Contact Person, for whatever reason, Citymesh must be notified immediately in writing.
- 3.4.1. If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.
- 3.4.2. If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 49,59.

Citymesh communicates the new Appointment Time to the Customer.

- 3.5. USELESS VISIT
- 3.5.1. A Useless Visit takes place when the technician cannot carry out his intervention. A Useless Visit can occur for the following reasons:
- the Customer or the Contact Person is not present at the Appointment Time;
 - the Customer or the Contact Person is not available at the Appointment Time;
 - the Customer or the Contact Person cancels the Installation;
 - the Customer or the Contact Person is not ready for the Installation;
 - the Installation Address is not ready for the Installation;
 - the contact number provided by the Customer is incorrect.
- 3.5.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.
- 3.5.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason, Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

- 3.6. In the event that the Customer cancels the Agreement before the Activation of the Fiber Service has been carried out, for any reason, Citymesh must be notified in writing as described in Article 7.2 of the Internet Conditions.
- 3.6.1. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer no later than two (2) Working Days before the planned Bringing Inside part of the Fiber Intro-Point & NT Installation, Citymesh has the right to charge the Customer a Cancellation Fee equal to € 8,26.
- 3.6.2. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer at any other time before the Activation of the Fiber Service, Citymesh has the right to charge the Customer a Cancellation Fee equal to € 103,31.
- The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.
- 3.7. In the event that the technician cannot commence or complete the Installation because the Customer has not fulfilled one (1) or more obligations as described in Chapter 10, the technician will leave. Citymesh will consider this an Unnecessary Intervention as described in Chapter 9.
- Citymesh communicates the new Appointment Time to the Customer.
- In the event that a new Appointment Time cannot be scheduled for reasons attributable to the Customer, the Agreement will be canceled by Citymesh due to the technical inability to provide the Fiber Service. The Customer cannot claim any rights based on this cancellation of the Agreement by Citymesh because They themselves are responsible for the cancellation.
- 3.8. After a successful Fiber Intro-Point & NT Installation, Citymesh will contact the Customer to schedule an Appointment Time for the Installation of the Hardware.

4. Fiber NT Installation

- 4.1. Before the Fiber Service is Activated, the connection status of the Customer's Installation Address is checked. If the Installation Address is not in a Fiber environment or if there is no longer a free fiber optic cable available in the distribution cable, the request for a Fiber NT Installation will be refused.
- 4.2. If the check shows that a Fiber NT Installation is required, the Network Operator will supply, install and connect a Fiber NT to the existing Fiber Intro-Point at the Customer's Installation Address.
- 4.2.1. The Fiber NT and the optical patch cable that connects it to the Fiber Intro-Point are supplied and installed by the Network Operator in the SDU.
- 4.2.2. For MDUs where structured fiber optic cabling is available between the technical room and the Customer's LU, the Fiber NT is installed by the Network Operator in the Customer's LU and connected to the Fiber Intro-Point via the structured cabling.
- 4.2.3. For MDUs where structured fiber optic cabling is not available between the technical room and the Customer's LU, the Fiber NT and the optical patch cable connecting it to the Fiber Intro-Point are supplied and installed by the Network Operator in the technical room of the MDU. In

that case, the Customer is responsible for connecting the Fiber NT installed by the Network Operator in the technical room to his LU via structured UTP CAT 6 (or higher) cabling.

Once the Fiber NT has been installed, an optical patch cable of up to five (5) meters is installed between the Fiber Intro-Point and the Fiber NT. The optical patch cable is placed in an existing cable duct. The presence of the cable duct is the responsibility of the Customer. The technician of the Network Operator does not carry out drilling work and does not install vertical cabling.

Connecting the Fiber NT to the Fiber Intro-Point leads to the Activation of the Fiber Service.

- 4.3. The Installation and connection of the Fiber NT is carried out by a technician of the Network Operator. This requires an appointment at the Customer's Installation Address..
- 4.4. In the event that the Appointment Time for the planned Fiber NT Installation cannot be met by the Customer or the Contact Person, for any reason, Citymesh must be notified immediately in writing.
 - 4.4.1. If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.
 - 4.4.2. If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 49,59.

Citymesh communicates the new Appointment Time to the Customer.

- 4.5. USELESS VISIT
 - 4.5.1. A Useless Visit takes place when the technician cannot carry out his intervention. A Useless Visit can occur for the following reasons:
 - the Customer or the Contact Person is not present at the Appointment Time;
 - the Customer or the Contact Person is not available at the Appointment Time;
 - the Customer or the Contact Person cancels the Installation;
 - the Customer or the Contact Person is not ready for the Installation;
 - the Installation Address is not ready for the Installation;
 - the contact number provided by the Customer is incorrect.
 - 4.5.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.
 - 4.5.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason,

Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

- 4.6. In the event that the Customer cancels the Agreement before the Activation of the Fiber Service has been carried out, for any reason, Citymesh must be notified in writing as described in Article 7.2 of the Internet Conditions.
 - 4.6.1. If, for reasons that cannot reasonably be attributed to Citymesh, the order is canceled by the Customer no later than two (2) Working Days before the planned Fiber NT Installation, Citymesh has the right to charge the Customer a cancellation fee equal to € 8,26.
 - 4.6.2. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer less than two (2) Working Days before the planned Fiber NT Installation, or if the Customer or the Contact Person cancels the Agreement at the Appointment Time, Citymesh has the right to charge the Customer a cancellation fee equal to € 103,31.

The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.

- 4.7. In the event that the technician cannot commence or complete the Fiber NT Installation because the Customer has not fulfilled one (1) or more obligations as described in Chapter 10, the technician will leave. Citymesh will consider this an Unnecessary Intervention as described in Chapter 9.
Citymesh communicates the new Appointment Time to the Customer.
In the event that no new Appointment Time is scheduled for reasons attributable to the Customer, the Agreement will be canceled by Citymesh due to the technical inability to provide the Fiber Service. The Customer cannot claim any rights based on this cancellation of the Agreement by Citymesh because They themselves are responsible for the cancellation.
- 4.8. After a successful Fiber NT Installation, Citymesh will contact the Customer to schedule an Appointment Time for the Installation of the Hardware.

5. Worry-Free Installation for DSL

- 5.1. With a Worry-Free Installation for DSL, Citymesh ensures that the Customer can use the DSL Service.
A Worry-Free Installation for DSL can consist of two (2) parts, namely a Telecom Installation and the Installation of the Hardware.
 - 5.1.1. If it appears that a Telecom Installation is necessary, Citymesh will try to have both the Telecom Installation and the Hardware Installation carried out by a Citymesh technician so that only one (1) appointment is required.
 - 5.1.2. If it turns out that it is not possible to have the Telecom Installation carried out by a Citymesh technician, it will be carried out by a technician of the Network Operator. The Installation of the Hardware by a Citymesh technician will then be scheduled as soon as possible after the completion of the Telecom Installation and the Activation of the DSL line by the Network Operator. In such a case, two (2) different appointments at the Customer's Installation Address are required.

The provisions of Chapter 2 apply to the separately carried out Telecom Installation by a technician of the Network Operator.

The Citymesh technician does not connect or configure Hardware that has not been made available to the Customer by Citymesh, nor the Customer's internal network.

5.2. In the event that the Appointment Time cannot be met by the Customer or the Contact Person, for any reason, Citymesh must be notified immediately in writing.

5.2.1. If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.

5.2.2. If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh itself is entitled to charge the Customer a fee for changing the Appointment Time equal to € 49,59.

Citymesh communicates the new Appointment Time to the Customer.

If no new Appointment Time for the Worry-Free Installation can be agreed before the anticipated Activation Date of the DSL Service is provided, or if the Customer wishes to postpone the Installation indefinitely, Citymesh is entitled to invoice the DSL Service from the anticipated Activation Date.

5.3. USELESS VISIT

5.3.1. A Useless Visit takes place when the technician cannot carry out his intervention. A Useless Visit can occur for the following reasons:

- the Customer or the Contact Person is not present at the Appointment Time;
- the Customer or the Contact Person is not available at the Appointment Time;
- the Customer or the Contact Person cancels the Installation;
- the Customer or the Contact Person is not ready for the Installation;
- the Installation Address is not ready for the Installation;
- the contact number provided by the Customer is incorrect.

5.3.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.

5.3.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason, Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

5.4. In the event that the Customer cancels the Agreement before the Worry-Free Installation has been carried out, for any reason, Citymesh must be notified in writing as described in Article 7.2 of the Internet Conditions.

5.4.1. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer no later than two (2) Working Days before the scheduled Appointment Time, and the DSL line has not yet been activated, Citymesh has the right to charge the Customer a Cancellation Fee equal to €8,26 to be charged.

5.4.2. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer at another time before the scheduled Appointment Time, or if the Customer or the Contact Person cancels the Agreement at the Appointment Time, Citymesh has the right to charge the Customer a Cancellation Fee equal to € 103,31.

The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.

5.5. In the event that the technician cannot commence or complete the Worry-Free Installation because the Customer has not fulfilled one (1) or more obligations as described in Chapter 10, the technician will leave. Citymesh will consider this an Unnecessary Intervention as described in Chapter 9.

Citymesh communicates the new Appointment Time to the Customer.

If no new Appointment Time can be agreed before the anticipated Activation Date of the DSL Service, or if the Customer wishes to postpone the installation indefinitely, Citymesh is entitled to invoice the DSL Service from the anticipated Activation Date.

If the Customer cancels the Agreement after the Worry-Free Installation has been aborted by the technician because the Customer did not meet one (1) or more obligations as described in Chapter 10, Citymesh has the right to regard this as an early termination of the contract during the fixed term and charge the Customer a compensation for early termination under Article 7.3 of the Internet Conditions.

5.6. Citymesh foresees one (1) Working Hour for the execution of the Installation Without Worries. This Working Hour commences at the time described in Article 10.6. Citymesh is entitled to charge the additional Working Time as described in Article 11.2.

5.7. If the Customer has ordered a Worry-Free Installation and it appears during Provisioning that a Telecom Installation is required, Citymesh will not charge the Customer any additional costs for this. The provisions of Chapter 2 apply to the Telecom Installation.

If the Customer cancels the Worry-Free Installation after the Telecom Installation has already been carried out, Citymesh is entitled to charge the Customer a Cancellation Fee equal to € 41,28.

5.8. If the need for an SNA is detected during Provisioning, Citymesh will notify the Customer. The provisions of Chapter 7 apply to this SNA.

5.9. To conclude the Worry-Free Installation, the Citymesh technician will ask the Customer to sign an Intervention Form. If the Customer does not make any comments about the operation of the Hardware at that time, he acknowledges having received the Hardware in good condition without visible defects or shortcomings. Unless comments regarding the operation of the Service are included on the Intervention Form, the Installation will be considered successful.

From the moment the Intervention Form is signed, all risk of loss, theft or damage to the Hardware passes to the Customer.

6. Worry-Free Installation for Fiber

6.1. In the case of a Worry-Free Installation for Fiber, Citymesh ensures that the Customer can use the Fiber Service.

A Worry-Free Installation for Fiber can consist of three (3) parts, namely a Fiber Intro-point Installation, a Fiber NT Installation and the Hardware Installation.

6.1.1. If it appears that a Fiber Intro-Point and NT Installation is necessary, the provisions of Chapter 3 apply.

6.1.2. If it appears that a Fiber NT Installation is necessary, the provisions of Chapter 4 apply.

6.1.3. After the Activation of the Service via a Fiber Intro-Point and NT Installation, a Fiber NT Installation, or via a Remote Activation by the Network Operator, the Citymesh technician will connect the Gigabit Ethernet port of the Hardware included in the Subscription via a UTP cable to the Gigabit Ethernet port of the Fiber NT. After the Hardware has been configured for use on the Fiber Network, the Citymesh technician will test the Hardware and the Fiber connection

In a situation as described in articles 3.2.3 and 4.2.3 where the Fiber NT was installed by the Network Operator in the technical room of the MDU, and the Customer has not connected the Fiber NT to his LU via structured UTP CAT 6 (or higher) cabling, the Citymesh technician will connect the Router to the Fiber NT in the technical room in accordance with Article 10.5. If the Customer refuses to allow the Citymesh technician in the technical room to connect the Router to the Fiber NT, the Citymesh technician will leave. Article 6.5 applies in this case.

The Citymesh technician does not connect or configure Hardware that has not been made available to the Customer by Citymesh, nor the Customer's internal network.

6.2. In the event that the Appointment Time cannot be met by the Customer or the Contact Person, for any reason, Citymesh must be notified immediately in writing..

6.2.1. If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.

6.2.2. If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh is entitled to charge the Customer a fee for changing the Appointment Time equal to € 49,59.

Citymesh communicates the new Appointment Time to the Customer.

If no new Appointment Time for the Worry-Free Installation can be agreed before the anticipated Activation Date of the Fiber Service is provided, or if the Customer

wishes to postpone the Installation indefinitely, Citymesh is entitled to invoice the Fiber Service from the anticipated Activation Date.

6.3 USELESS VISIT

6.3.1. A Useless Visit takes place when the technician cannot carry out his intervention. A Useless Visit can occur for the following reasons:

- the Customer or the Contact Person is not present at the Appointment Time;
- the Customer or the Contact Person is not available at the Appointment Time;
- the Customer or the Contact Person cancels the Installation;
- the Customer or the Contact Person is not ready for the Installation;
- the Installation Address is not ready for the Installation;
- the contact number provided by the Customer is incorrect.

6.3.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.

6.3.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason, Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

6.4. In the event that the Customer cancels the Agreement before the Worry-Free Installation has been carried out, for any reason, Citymesh must be notified in writing as described in Article 7.2 of the Internet Conditions.

If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement for the planned Worry-Free Installation for Fiber is canceled by the Customer, Citymesh has the right to charge the Customer a cancellation fee equal to € 103.31.

The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.

6.5. In the event that the technician cannot commence or complete the Worry-Free Installation because the Customer has not fulfilled one (1) or more obligations as described in Chapter 10, the technician will leave. Citymesh will consider this an Unnecessary Intervention as described in Chapter 9.

Citymesh communicates the new Appointment Time to the Customer.

If no new Appointment Time can be agreed before the scheduled Activation Date of the Fiber Service, or if the Customer wishes to postpone the Worry-Free Installation for Fiber indefinitely, Citymesh is entitled to invoice the Fiber Service from the scheduled Activation Date..

If the Customer cancels the Agreement after the Worry-Free Installation has been aborted by the technician because the Customer did not meet one (1) or more obligations as described in Chapter 10, Citymesh has the right to regard this as an early termination of the contract during the fixed term and charge the Customer a compensation for early termination under Article 7.3 of the Internet Conditions.

6.6. Citymesh foresees one (1) Working Hour for the execution of the Installation Without Worries. This Working Hour commences at the time described in Article

10.6. Citymesh is entitled to charge the additional Working Time as described in Article 11.2.

- 6.7. To conclude the Worry-Free Installation for Fiber, the Citymesh technician will ask the Customer to sign an Intervention Form. If the Customer does not make any comments about the operation of the Hardware at that time, he acknowledges having received the Hardware in good condition without visible defects or shortcomings. Unless comments regarding the operation of the Service are included on the Intervention Form, the Installation will be considered successful. From the moment the Intervention Form is signed, all risk of loss, theft or damage to the Hardware passes to the Customer.

7. Small Network Adaptations

- 7.1. Small Network Adaptations (SNA) are carried out by the Network Operator in the context of Provisioning a DSL Service when there is no suitable Introduction Cable available, or all copper pairs are in use for other services or the current free copper pairs are unusable or of insufficient quality to Activate the requested DSL Service. The installation or digging of new distribution cables, new street cabinets or new power cables falls outside the scope of SNA. The provisions in Chapter 8 apply.
- 7.2. If the need for SNA is detected, Citymesh will notify the Customer. After receiving approval for carrying out the SNA works, Citymesh will inform the Customer of the Appointment Time. If the execution of the SNA works is not approved by the Customer within five (5) Working Days, or if the execution of the SNA works is rejected by the Customer, Citymesh will cancel the order because it is technically unable to provide the Service.
- 7.3. In the event that the Appointment Time cannot be met by the Customer or the Contact Person, for whatever reason, Citymesh must be notified immediately in writing.
- 7.3.1 If for any reason the Customer requests Citymesh no later than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh is entitled to charge the Customer a fee for changing the Appointment Time equal to € 8,26.
- 7.3.2 If for any reason the Customer requests Citymesh less than two (2) Working Days before the planned Appointment Time to change the Appointment Time to a different time than the Appointment Time previously communicated by Citymesh to the Customer, Citymesh is entitled to charge the Customer a fee for changing the Appointment Time equal to € 20,66.

Citymesh communicates the new Appointment Time to the Customer.

In the event that a new Appointment Time for the SNA works cannot be scheduled for reasons attributable to the Customer, the Agreement will be canceled by Citymesh due to the technical inability to provide the DSL Service. The Customer cannot claim any rights based on this cancellation of the Agreement by Citymesh because he himself is the basis for the cancellation.

7.4 USELESS VISIT

7.4.1. A Useless Visit takes place when the technician of the Network Operator cannot carry out his intervention. A Useless Visit can occur for the following reasons:

- the Customer or the Contact Person is not present at the Appointment Time;
- the Customer or the Contact Person is not available at the Appointment Time;
- the Customer or the Contact Person cancels the Installation;
- the Customer or the Contact Person is not ready for the Installation;
- the Installation Address is not ready for the Installation;
- the contact number provided by the Customer is incorrect.

7.4.2. In the event of a Useless Visit, Citymesh is entitled to charge the Customer a fee equal to € 52,75.

7.4.3. If the technician can reach the Customer or the Contact Person by telephone before the Appointment Time, and the Customer or the Contact Person asks the technician not to come by, for any reason, Citymesh will consider this as an aborted visit and is entitled to charge the Customer a fee equal to € 17,79 for this.

7.5. In the event that the Customer cancels the Agreement, for any reason, Citymesh must be notified in writing as described in Article 7.2 of the Internet Conditions.

7.5.1. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer no later than two (2) Working Days before the scheduled Appointment Time, Citymesh has the right to charge the Customer a cancellation fee of € 8,26.

7.5.2. If, for reasons that cannot reasonably be attributed to Citymesh, the Agreement is canceled by the Customer less than two (2) Working Days before the scheduled Appointment Time, Citymesh has the right to charge the Customer a cancellation fee equal to € 103,31.

The burden of proof for the irrefutable shortcoming on the part of Citymesh lies entirely with the Customer.

7.6. In the case of an SNA in accordance with Article 2.5, both the SNA and the Telecom Installation will be carried out by the Network Operator, although not necessarily by the same technicians. Therefore, two (2) different appointments at the Customer's Installation Address may be required. The Telecom Installation will not be charged separately to the Customer. Article 7.3 applies to all required interventions in the context of an SNA.

7.7. In the event that the Customer has ordered a Worry-Free Installation for DSL, Citymesh will contact the Customer after the SNA work has been carried out to schedule an Appointment Time for the further Installation.

8. Network Operator standard conditions for access

8.1. Both an SNA and the so-called "Bringing Inside" part of the Fiber Intro-Point & NT Installation will only be carried out if the Network Operator standard conditions for access below are met.

- 8.2. A free tube or an open gutter must be available on the Customer's private property at the Appointment Time.
If a free tube or an open gutter are not available on the Customer's private property at the Appointment Time, the Network Operator may be asked to also carry out this part of the work provided that the Customer agrees to pay the fee for that part of the work that the Network Operator has to carry out. This fee will be determined on a case-by-case basis. The Network Operator will provide a Quotation to Citymesh, who in turn will pass it on to the Customer.
- 8.2.1. If the Customer has not accepted the Quotation five (5) Working Days after receipt of the Quotation from Citymesh, Citymesh will consider the Quotation as rejected. If the Customer is not prepared to provide a free tube or an open gutter himself, the Agreement will be canceled by Citymesh because it is not technically possible to Activate the Service at the Customer's Installation Address. In such a case, Citymesh is entitled to charge the Customer for all costs charged by the Network Operator for drawing up the Quotation.
- 8.2.2. If the Customer rejects the Quotation and is not prepared to provide a free tube or an open gutter, the Agreement will be canceled by Citymesh because it is not technically possible to Activate the Service at the Customer's Installation Address. In such a case, Citymesh is entitled to charge the Customer for all costs charged by the Network Operator for drawing up the Quotation.
- 8.2.3. When the Customer accepts the Quotation, Citymesh will inform the Customer of the Appointment Time.
- 8.3. The Network Operator will only carry out the SNA if the splicing works can take place. The Network Operator provides an Introduction Cable with a standard length of twenty (20) meters to establish a connection between the distribution cable and the NTP. If an Introduction Cable with a length of more than twenty (20) meters is required, the Customer will be charged the relevant price for the additional work.
Pursuant to Article 192/2 of the AREI, and in order to ensure the safety of the splicers and other persons, the technicians of the Network Operator must, before realizing a new connection with welding work, consult the location plans of all possible underground cables and tubes that other utilities have installed.
- 8.4 The Network Operator will only carry out the so-called "Bringing Inside" part of the Fiber Intro-Point & NT Installation if the connection can be established in the street in front of the Customer's Installation Address. The Network Operator provides an Introduction Cable with a standard length of twenty (20) meters to realize the connection between the DTP and the Fiber Intro-Point. If an Introduction Cable with a length of more than twenty (20) meters is required, the Customer will be charged the relevant price for the additional work.

9. Unnecessary Intervention

- 9.1. An Unnecessary Intervention is any intervention in which Citymesh or its subcontractor has carried out useless actions (installation works, repair works, tests, transport, planning activities, etc.) because the Customer or his Contact

Person were not present at the time of the Appointment, did not have access to his domain. or had provided incorrect information.
Such interventions are not limited to the Customer's domain and may also relate to infrastructure outside the Customer's domain.

- 9.2. In the event of an Unnecessary Intervention, Citymesh is entitled to charge the Customer an administrative fee equal to € 164,64. In addition, Citymesh is also entitled to charge all costs for unnecessary actions to the Customer.

10. Obligations of the Customer and the Contact Person

- 10.1. Before making an appointment with a technician, it is the responsibility of the Customer or the Contact Person to familiarize themselves with the characteristics of the chosen installation method. These are provided to the Customer via a hyperlink in the Order Confirmation, are published on **the Citymesh website** and are also available on request via Citymesh.
- 10.2. The Customer or the Contact Person must provide Citymesh with all necessary information prior to the appointment and take all measures to ensure that the appointment starts and runs smoothly. Information about this can be found in this Article 10 of these Installation Conditions which are provided to the Customer via a hyperlink in the Order Confirmation, are published at **the Citymesh website** and also are available on request via Citymesh Contacts.
- 10.3. During the Subscription Application, the Customer must provide a Belgian telephone number, preferably a mobile number, of an adult person. This person will serve as the Contact Person and must be physically present at the Installation Address at the Appointment Time.
- 10.4. In case of a Worry-Free Installation, requests regarding specific Hardware configurations must be communicated to Citymesh at the time of making the appointment, and therefore in advance. Requests regarding specific configurations made during the Worry-Free Installation will be considered additional work and charged in accordance with Article 11.2.
The technician has the right at any time to refuse requests regarding specific configurations made during the Worry-Free Installation. The Customer cannot derive any rights from this refusal.
- 10.5. Internal Cabling is entirely the responsibility of the Customer and is not carried out by Citymesh or its subcontractor. If, during a Worry-Free Installation, the Citymesh technician determines that the Internal Cabling is missing, incomplete, or of insufficient quality, the Citymesh technician will install the Hardware at the Intro-Point in the building.
- 10.6. The Customer acknowledges that during an Installation, the Citymesh technician's time slot of one (1) hour starts to run as soon as he makes the first contact, which includes, but is not strictly limited to, ringing the doorbell at the Installation Address, go through a gate at the Installation Address, open the door of the building at the Installation Address or any similar activity to commence the Installation.
The Customer acknowledges that any delay may be charged by Citymesh in accordance with Article 11.2. The reason(s) for the delay will be stated by the technician on the Intervention Form.

- 10.7. Prior to each appointment with a technician, the Contact Person must be aware of the characteristics of the chosen installation method, so that he knows
 - what exactly the technician will do;
 - where exactly the technician needs to carry out work;
 - which are the necessary passwords and other access methods;
 - that the technician will not carry out work that was not previously agreed upon.
- 10.8. On the day of the appointment, the Contact Person must be available at all times on the telephone number provided during the Subscription Application. He is immediately available when the technician announces himself at the Installation Address.
- 10.9. The Contact Person must provide the technician with easy access to all places where the various components of the Service are located where the technician may need to carry out work..
- 10.10. The Customer must ensure that Hardware can be installed by the technician in an area suitable for the safe installation, maintenance, operation and removal of the Hardware.
- 10.11. The Customer guarantees that the required electrical connections are available at the installation site.
- 10.12. The Customer grants the technician permission to carry out the works and renovations in the premises used by him that are necessary for the Activation of the Service.
- 10.13. The Customer ensures that there are no objects (furniture, boxes, etc.) in the way of places where work must be carried out by the technician..
- 10.14. The Customer unconditionally allows the technician to use the Customer's electricity network and internet connection free of charge to carry out his work without restrictions.
- 10.15. The Customer must take the necessary precautions so that the technician can work in safe and hygienically responsible conditions. Unsafe or unsanitary conditions should be considered to include, but not limited to, water in a room, unsecured electrical installations, sharp objects in the immediate vicinity of the workplace, the presence of mold, objects that have a strong or unpleasant odor spreading, and anything that could be considered unsanitary or unsafe by a normal person.
- 10.16. The Customer is prohibited at all times from modifying the public telecommunications infrastructure, including the Intro-Point. If during any repair of the line it appears that the cause of the problem reported by the Customer is due to changes made by others than the technician, Citymesh will consider this as an Unnecessary Intervention.
- 10.17. The Customer may not make any changes to the Hardware made available by Citymesh that could disrupt the operation of the Service or the Network. If during the repair of the line it appears that the cause of the problem reported by the Customer is due to changes made to the Hardware by persons other than the technician, Citymesh will consider this as an Unnecessary Intervention.

- 10.18. The Customer must respect the Installation works carried out by Citymesh or its subcontractor, regardless of whether they are located in places owned alone or in common with others.
- 10.19. The Customer is responsible for saving and printing, if desired, the information about their chosen installation type and these Installation Conditions, as well as for the accessibility of the saved copy.

11. Installation fee

- 11.1. Depending on the Installation chosen, a different installation fee will be charged. All information about this can be found on the Citymesh website. The applicable installation fee will also be stated on any Quotation and/or Order Confirmation.
- 11.2. All additional actions performed by the technician after the one (1) hour time slot has expired will be charged separately at a rate of € 50,00 per hour, per quarter hour started.
- 11.3. The price for Hardware sold by Citymesh is not included in the installation fee, unless stated otherwise.
- 11.4. Each new Installation or each relocation of an Installation already carried out by Citymesh will be charged on the basis of the installation rates applicable at that time.

12. Obligations and responsibilities of Citymesh

- 12.1. The technician's work solely concerns the Installation as described in the Order Confirmation and the relevant chapter of these Installation Conditions. Anything not explicitly stated is automatically excluded.
- 12.2. Citymesh ensures that the Customer has a detailed description of what a particular installation does and does not include before or at the time of concluding the Agreement. Citymesh ensures that the Customer has these Installation Conditions available to him before or upon concluding the Agreement. The Customer will be directed to the relevant information via a Hyperlink incorporated in the Quotation, the Order Confirmation and the confirmation message containing the Appointment Time for the Installation. The information is also available on the Citymesh website and is available on request via Citymesh.
- 12.3. When carrying out the work, the technician will act as a reasonably competent and reasonable professional would act.
- 12.4. The technician's work at the Intro-Point in the building will be carried out in accordance with the Network Operator's specifications and standards.
- 12.5. The installation of Hardware will be carried out by the technician in full accordance with the manufacturer's specifications, in accordance with the relevant standard and all applicable regulations.
- 12.6. The technician will leave the place of work in the condition it was in when he started his work.

- 12.7. The technician strives to meet the specified Appointment Time promptly. The timely arrival of the technician at the Appointment Time is an obligation of means and not of results. So the Appointment Time is an estimated time. The technician will inform the Contact Person of his arrival by telephone prior to his arrival at the Installation Address.

13. Liability of Citymesh

- 13.1. Although the technician makes every effort to always carry out his work properly, it cannot be ruled out that damage will occur as a result of or during the work. Unless the damage occurred as a result of intent or deliberate recklessness on the part of the technician, Citymesh is not liable for any damage. The Customer must demonstrate the intent or deliberate recklessness of the technician
- 13.2. Citymesh is never liable for any damage to the Customer related to or arising from communications or advice given in the context of Best Effort.
- 13.3. Citymesh cannot be held liable for communications or advice from third parties.
- 13.4. Citymesh is never liable for any indirect damage suffered by the Customer or third parties, including consequential damage, lost turnover and profit, loss of data and immaterial damage, related to or arising from the Agreement.
- 13.5. Citymesh is never liable for any damage to the Customer or third parties as a result of loss or defect of data or software in any form or extent. The Customer must make a backup of his entire system and data before installation.