

SPECIAL TERMS AND CONDITIONS OF SALE FOR FIXED INTERNET ACCESS SERVICE

1. DEFINITIONS

For the purposes of these special terms and conditions for the Internet Access Service (the "Special Terms and Conditions"), the capitalised terms are defined below, or, failing this, in the General Terms and Conditions:

"Access Equipment": Infrastructure access equipment enabling the Customer to connect all or part of the Customer Installation to the Infrastructure in order to use the Internet Access Service and any additional Service operating via this Internet Access Service; Access Equipment comes under the Customer Installation;

"General Terms and Conditions": the current general terms and conditions of sale of POST Telecom (for consumer or professional Customers, as applicable);

"Internet Access Service": the Service provided to the Customer via the Infrastructure enabling him/her to access the Internet exclusively at the address indicated in the Contract, independently of the underlying technology;

"Shared Network": a network of Internet access points, comprising at least all Access Equipment shared by Customers of the Internet Access Service of POST Telecom in Luxembourg in accordance with Article 4.7 of these Special Terms and Conditions and, where appropriate, depending on country and/or local operator, similar equipment or access points abroad.

"Specialised Service": service using the Internet network and requiring a quality of service different to that of the Internet Access Service (for example, IPTV Service).

2. SCOPE

These Special Terms and Conditions apply to any Internet Access Service Contract for which their application is duly notified to the Customer.

3. ACCESS AND INSTALLATION OF THE INTERNET ACCESS SERVICE

- 3.1. Any subscription to the Internet Access Service is subject to technical eligibility.
- 3.2. To have access to the Internet Access Service, the building in question must have an underground connection to the Infrastructure (including a termination point). POST Telecom does not undertake to provide this connection. In the absence of such a connection, POST Telecom cannot guarantee that the agreed Activation terms will be met and will not be due any compensation or penalty should the specified terms be exceeded.
- 3.3. The Customer must ensure that the Customer Installation (particularly all computers, fax machines, alarms and payment terminals) is compatible with the Internet Access Service and that the Access Equipment and any other Customer Installation is suitable and in compliance with the regulations in force and with the technical specifications for said Service.
- 3.4. The Customer must ensure that the Internet Access Service package chosen is and remains suited to his/her needs and, more particularly, to any other Service that may be chosen by the Customer based on the Internet Access Service (e.g. PostTV Service, Fixed Telephone Service, or any other Service requiring use of the Internet Access Service). POST Telecom may not be held liable for the malfunction of a Service should the Customer choose an unsuitable Internet Access Service package.

4. USE OF THE INTERNET ACCESS SERVICE

- 4.1. The well-functioning of the Internet Access Service can only be guaranteed if all of the following cumulative conditions are met:
 - (i) the Customer authorises access to the Customer Installation (including his/her Access Equipment) in accordance with Article 5.9 of the General Terms and Conditions for consumer customers and Article 7.10 of General Terms and Condition for professional

customers to enable POST Telecom to carry out interventions on-site or remotely in relation to the relevant Service, such as troubleshooting, maintenance, modification, configuration, initial set-up and/or update of this Access Equipment; and (ii) the Customer undertakes to use the Internet Access Service only from the geographical address of installation of the Service mentioned in the Contract.

- 4.2. When POST Telecom carries out work referred to in Article 4.1 (i) above, POST Telecom will be responsible for setting up the correct Access Equipment on that date. The Customer is responsible for ensuring that the configuration of the Access Equipment remains compliant with the use of the Internet Access Service, in particular in case of manipulation of the Access Equipment.
- 4.3. POST Telecom provides the Customer personal connectivity identifiers including a user name and password to authenticate the Customer when he/she first connects to the Internet Access Service or when a password reset request was made. The Customer is required to keep these connectivity identifiers secret and to keep them in a safe place. The Customer will inform POST Telecom if his/her connectivity identifiers are lost or stolen, in which case POST Telecom is entitled to suspend the Service in accordance with Article 9.1 of the General Terms and Conditions for consumer customers and Article 13.1 of General Terms and Condition for professional customers and, at the Customer's request, to send the Customer new connectivity identifiers.
- 4.4. POST Telecom moreover recommends that the Customer personalizes his/her personal service identifiers when using POST Telecom web services and that he/she keeps them secret and secure. The Customer may however change these identifiers at any time.
- 4.5. When an Internet session is initialised, an IP (Internet Protocol) address is attributed to the Customer. POST Telecom reserves the right to change the type of IP addressing in function of technological developments and/or its network configurations. The Customer may optionally subscribe to one or more public, dynamic or static IP addresses.
- 4.6. The Customer can benefit from a wireless Internet Access Service (WiFi) as from and within a limited area around the Access Equipment by means of a code indicated on the Access Equipment.
- 4.7. Except refusal on his/her part, the Customer accepts that POST Telecom may from the Customer's Access Equipment and via the connectivity provided to the Customer provide shared Services to visitors who accepted a similar sharing in Luxembourg or abroad or who pay for such access. Access Equipment shared in this way will automatically be part of the Shared Network. It is understood that the Customer will not be liable for the use of his/her Access Equipment by third-party visitors provided with services in this way. The volume of traffic used by third-party visitors will not be taken into account when calculating the traffic volume used by the Customer. Each Customer who is prepared to share his/her Access Equipment can benefit from the Internet Access Service through the entire Shared Network in Luxembourg and abroad (and therefore exceptionally not at the address indicated in the Contract) by using his/her authentication identifiers and subject to acceptance of the Shared Network's conditions of use. The Customer may at any time notify in writing his/her refusal to share his/her Access Equipment in writing. Following such refusal, the Customer will no longer be able to benefit from the Internet Access Service via the Shared Network. Any Internet Access Service provided via the Shared Network is a free option which POST Telecom may terminate at any time without being due any compensation to the Customer. Any modification or termination of the option in question will not have any effect on the Internet Access Service Contract.

- 4.8. By using the Specialised Service, the Customer acknowledges and expressly agrees that such use may impact or affect the quality of the Internet Access Service, as the case may be. In such case, the speed of the Internet Access Service specified by POST Telecom can no longer be guaranteed.

5. PRICING

The Internet Access Service is billed according to the applicable Rate Plan and in accordance with Article 3 of the General Terms and Conditions.

6. SERVICE TERM

A Internet Access Service Contract is in principle concluded for the minimum commitment term indicated in the Contract.

7. SERVICE TRANSFER

- 7.1. Any unbundling request from another operator in relation to the Customer's connection to the Internet Access Service will entail termination by the Customer of said Service, it being specified that the Service is effectively terminated from the time the relevant connection is effectively unbundled.
- 7.2. If POST Telecom notes that Infrastructure components in the building have been abandoned by the Customer it may proceed with termination of the related Internet Access Service after prior notice has not been acted upon within one (1) month.
- 7.3. Any termination or transfer of all or a part of the Internet Access Service under this Article 7 must comply with the provisions of Articles 7, 8, 9 and 14 of the General Terms and Conditions for consumer customers and Article 11, 12, 13 and 19 of General Terms and Condition for professional customers.

8. FAIR USE POLICY

- 8.1. The applicable Rate Plan specifies the criteria used to determine whether the Customer is using the unlimited volume Internet Access Service in an unfair and excessive manner.

9. TRAFFIC MANAGEMENT

- 9.1. The minimum, announced, maximum and normally available internet access speeds (or data traffic transmission speeds) depend on the package chosen by the Customer as part of the Contract. However, the actual internet access speed essentially depends on the overall traffic generated on the public Infrastructure and on the characteristics of the network (particularly physical) serving the Customer's address and of the Customer Installation. The level of quality of the service applicable to traffic transmission constitutes an obligation of best endeavours on the part of POST Telecom, but POST Telecom at least guarantees the minimum speed indicated in the Contract in accordance with the regulations in force, without prejudice to measures that POST Telecom is authorised to take by virtue of Article 9.3 (ii) to (iv) below.
- 9.2. In accordance with the legislation in force, POST Telecom offers its Internet Access Service via different packages, varying in particular in terms of speed and traffic capacity.
- 9.3. POST Telecom is authorised to take reasonable measures to manage the traffic (including by throttling or blocking and/or any other reasonable means according to the circumstances) provided that these are transparent, non-discriminatory, proportionate and necessary:
 - (i) to offer objectively different technical service for specific categories of traffic;
 - (ii) to implement a legislative or regulatory provision, court ruling or administrative decision;
 - (iii) to preserve the integrity and/or security of the Infrastructure, of services provided via this network and of Customer terminals;
 - (iv) to reduce as much as possible the effects of temporary or exceptional congestion or disruption of the Infrastructure provided that equivalent traffic types are treated identically.

SPECIAL TERMS AND CONDITIONS OF SALE FOR FIXED INTERNET ACCESS SERVICE

Such reasonable measures to manage the traffic cannot impact the personal data processing made in accordance with the applicable provisions of the General Terms and the Personal Data Notice.

For the sake of clarity, throttling induces a decrease of Internet speed, that may lead to extend downloading or uploading time whereas blocking leads to a disruption of all or part of the related Service of the same duration.

The present document is a free translation in English language of the French version of POST Telecom's "Conditions Particulières d'accès au Service Internet Fixe" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.