

1. DEFINITIONS

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

"*Content*": any audiovisual and/or radio content and/or any content linked to the Interactive Service supplied to the Customer through the PostTV Service, including television and radio programmes under the Basic Package and any Thematic Packages subscribed to by the Customer and the TV Guide and VoD;

"*Decoder*": equipment (including accessories such as cables, remote controls and/or keyboards) enabling Content to be received on the Customer's terminal equipment;

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

"*Identifiers*": a personal identification number (login) and PIN sent to the Customer by POST Telecom to authenticate the Customer when he/she first connects to the PostTV Service and after each Service reinitialisation;

"*Internet Access Service*": the Service provided to the Customer enabling him/her to access the Internet, independently of the underlying technology;

"*Interactive Service*": the access to one or more interactive environments, consisting in particular of the TV Guide, certain Internet content adapted for the PostTV interface and interactive games;

"*Package(s)*": access to one or more set(s) of television and radio channels available within the context of the PostTV Service, i.e. the basic package ("*Basic Package*") included in the PostTV Service basic subscription price, and possibly supplemented at the customer's choice with optional paid package(s) "*Themed package(s)*";

"*Parental Code*": a specific code defined by the Customer which must be entered to access certain Content (such as Content classified for adults in the TV Guide) or to buy certain options or services marketed directly by POST Telecom or indirectly by other companies;

"*PostTV Interface*": a navigation portal dedicated to the PostTV Service and accessible on the Customer's terminal equipment;

"*PostTV Service*": the POST Telecom Service through which content is provided to the Customer (including the Basic Package and, where applicable, the Interactive Service, the VoD service and one or more Themed Packages), the related data stream being transmitted through the Internet Access Service;

"*TV Guide*": electronic guide to television programmes provided through the PostTV interface;

"*VoD*" ("*Video on Demand*"): each individual audiovisual work accessed via the VoD service;

"*VoD Catalogue*": catalogue listing all audiovisual works available in the VoD Service, not including Content supplied via a Package;

"*VoD Service*": access, on demand or by subscription, to audiovisual works from all or part of the VoD catalogue;

2. SCOPE

2.1. These Special Terms and Conditions apply to any PostTV Service Contract for which their application is duly notified to the Customer. These Special Terms and Conditions, the General Terms and Conditions and the relevant Rate Plan also apply to the prepaid Mobile Service.

2.2. Certain PostTV Services, such as the VoD Service and the Interactive Service, may be subject to more specific access and/or use conditions. In the event of inconsistency with the provisions of these Special Terms and Conditions, the provisions of the related specific conditions will take precedence.

2.3. Some Themed Packages must be subscribed to with a third party company, via the PostTV interface or in any other means provided by POST Telecom, in

which case the terms and conditions of that company also apply to the subscription and use of the Themed Package in question. In case of contradiction between those provisions and these Special Terms and Conditions, the conditions of the third-party company shall take precedence.

3. POSTTV SERVICE ACCESS AND EQUIPMENT

3.1. The PostTV Service is subject to technical eligibility. To access the PostTV Service, the Customer must ensure, both before and throughout the entire duration of the Contract:

(i) that he/she has the Internet Access Service of POST Telecom or of another partner operator; and
(ii) that this Service guarantees sufficient bandwidth for the supply of the PostTV Service and the number of decoders desired by the Customer; and
(iii) that the terminal equipment used is compatible with the PostTV Service.

3.2. As from the Activation, the Customer will have access to the TV Guide, the Basic Package, the Interactive Service and the VOD Catalogue. Once the Contract is concluded, the Customer may also order one or more Themed Packages in accordance with Article 2.2 of the General Terms and Conditions and/or VoD, via the PostTV Interface or any other interface included in the PostTV Service and by any other means made available by POST Telecom.

3.3. Unless otherwise agreed, in the case of a remote order for Themed Packages or VoD Services, the Customer acknowledges that he/she will lose the right of withdrawal once he/she has access to the Content.

3.4. Unless otherwise agreed, the Decoder is a Product Rented by the Customer, in accordance with Article 6.2 of the General Terms and Conditions for consumer customers and Article 9.2 of General Terms and Condition for professional customers.

3.5. POST Telecom has the right to configure, adapt and/or update the Decoder (including its software) when necessary.

4. POSTTV SERVICE USE

4.1. 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, the Customer authorises access to the Decoder(s) and to all the Customer Installation(s) between the Decoder and the Internet Access Service access equipment, to enable POST Telecom to carry out remote interventions as part of the PostTV Service, such as troubleshooting, maintenance, modification, configuration and/or update of these equipments.

4.2. The Customer is required to keep his/her identifiers and the Parental Code secret and to keep them in a safe place. The Customer assumes full responsibility for the use of these identifiers and any communication thereof to other users. The Customer will inform POST Telecom if his/her Identifiers are lost or stolen, in which case POST Telecom is entitled to suspend the PostTV 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.

4.3. The Customer may change the Parental Code at any time via the PostTV Interface. The Customer must include the Parental Code with each order for Content or for any other service marketed directly by POST Telecom or indirectly by other companies. The Parental Code also enables the Customer to make access to additional content subject to use of the Parental Code.

4.4. The Customer accepts that use of the PostTV Service may so reduce the speed of the Internet Access Service. In such case, the speed of the Internet Access Service specified by POST Telecom can no longer be guaranteed.

4.5. All Content is provided via the PostTV Service, (i) on a single terminal device per Decoder when a Decoder is used, or (ii) on a maximum number of terminal

devices as defined in the Rate Plan if using a multi-screen service marketed by POST Telecom.

4.6. POST Telecom has no influence on Content supplied by third parties, including television channels. Accordingly, it offers no guarantee as to the quality, legality and/or duration of availability of such Content and assumes no liability in this regard.

4.7. The Content made available to the Customer is protected by and complies with the legislation on intellectual property rights, including copyright and related rights. The pricing of the PostTV service includes the compensation awarded to various rights holders. The Customer must not make the Content accessible outside his/her family or private circle or, if a Customer is not a Consumer, to persons other than its employees. It is strictly forbidden to provide third parties with access to the PostTV Service and/or to the Content via connection to the Customer's Decoder or Internet Access Service.

4.8. The Customer undertakes (i) not to bypass any possible technical measures protecting the Content or restricting its use, and (ii) to respect all limitations communicated to the Customer with respect to the use of the said Content. In this regard, the Customer acknowledges that certain Content and/or Content elements are only made available to him/her on the express condition that he/she will not record them, except and to the extent provided in Article 4.9.

4.9. Content can only be recorded lawfully using the Decoder or any other means provided by POST Telecom. The Customer is not at any time authorised to duplicate such recordings on other medium. Such recordings of Content are temporary and may be subject to complete or partial deletion under the provisions of Article 6.3 below. POST Telecom under no circumstances guarantees a minimum retention period for such recorded content.

4.10. The Customer will indemnify and hold POST Telecom harmless against any claim or action brought by a third party, resulting from the unauthorised, illegal, abusive and/or fraudulent use of the PostTV Service and/or Content by the Customer or by a third party where such use is attributable to, tolerated or facilitated by the Customer.

5. PRICING

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

6. SERVICE TERM

6.1. A PostTV Service Contract is concluded for the minimum commitment term indicated in the Contract.

6.2. During the Contract term, the Customer may at any time order VOD and one or more Themed Packages. Unless otherwise indicated, all Themed Package subscriptions have an initial duration of one (1) month from activation, which is tacitly renewed for an indefinite term.

Each VoD order entitles the Customer to view the Content for the term specified when making the transaction through the PostTV Interface.

6.3. The Customer acknowledges that he/she has been informed that if he/she records Content in accordance with the provisions of Article 4.9 above, these Content recordings may be deleted by POST Telecom at any time without prior notification and, in all cases, no later than one (1) year after they are recorded.

7. AMENDMENT OF CONTRACT

7.1. The PostTV Service has a changing nature and may therefore undergo changes, particularly due to circumstances beyond the control of POST Telecom, such as technological evolution and/or dependence on third-party commercial partners. POST Telecom may therefore need to remove an existing Service, add new Services and/or modify the characteristics and/or technical components of the PostTV Service,

including the type of Decoder and/or the technical specifications of the compatible terminal devices.

7.2. POST Telecom may also change the Content and pricing of all or part of the PostTV Service and/or the commercial offer including the PostTV Service (including due to a change in copyright royalties or the financial conditions of Content providers). POST Telecom will be entitled to change the composition of the Basic and/or Themed Packages, for example, if a TV channel goes bankrupt or ceases broadcasting, if POST Telecom and a television channel fail to agree on the distribution terms and conditions, if viewer surveys indicate that a channel only appeals to a very limited audience, if capacity restrictions on the POST Telecom network require a change in the supply of channels or following a legal or court decision.

7.3. POST Telecom will notify the Customer as soon as possible of any change pursuant to Articles 7.1 and 7.2 above, and at least one (1) month before its entry into force, notwithstanding a force majeure event such as the bankruptcy of a channel. Such notification may be done by any means, including in particular by publication of a notice on the PostTV Interface or by means of a special mention on the bill.

7.4. POST Telecom may at any time update the VoD Catalogue by adding and/or removing works. The Customer will not be notified of updates to the VoD catalogue.

7.5. The Customer has no right of termination or compensation due to a change under this Article 7.

8. TERMINATION OF THE SERVICE

8.1. In the absence of an express provision to the contrary in the Contract, termination of the Internet Access Service automatically entails termination of the PostTV Service.

8.2. Termination of the Contract entails the full and automatic termination without prior notice of the subscribed Themed Packages, the VoD Service and other optional Services exclusively linked to the PostTV Service, including deletion of any recorded Content. Termination may require the Customer to pay costs in accordance with Articles 9.4 to 9.6 of the General Terms and Conditions for consumer customers and Article 13.4 to 13.6 of General Terms and Condition for professional customers, and costs related to early termination of the Themed Packages subscribed from a third party.

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