

# SPECIAL TERMS AND CONDITIONS OF SALE CLEANPIPE FASY

# 1. DEFINITIONS

1.1. 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:

AntiVirus: a detection system for viruses transported in unencrypted flows supported by 4. CONDITIONS OF USE standard protocols such as http, ftp or smtp;

CleanPipe Easy Service: service provided by POST Telecom offering the combination of AntiVirus, URL filtering, IPS and Firewall systems;

Firewall: detection and blocking system for malicious intrusion attempts on the Customer's IT network or computer;

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

IPS: enables to block attacks which have not been detected by a traditional firewall, as well as detecting 5. anomalies and threats for which no signature has been developed;

URL filtering: an identification and access blocking system that blocks access to websites categorised as non-desirable by the Customer; uncategorised websites are authorised by default and are categorised in the appropriate group within 2 weeks of their appearance on the Internet.

### SCOPE

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

# **DESCRIPTION AND SUBSCRIPTION TO THE CLEANPIPE EASY SERVICE**

- 3.1. The CleanPipe Easy Service allows to detect a malicious internet traffic and/or internet traffic that is not desired by the Customer; it is covered by the following modules: AntiVirus, URL filtering and Firewall. The monitoring and processing of the traffic is carried out on the fixed Internet access fibre optic based service connection before it even reaches the
- Customer's Installations. 3.2. The "CleanPipe Easy" Service is reserved for Customers (i) who have subscribed to a POST

Telecom fibre optic based fixed internet access service (ii) who have expressly requested the activation of the CleanPipe Easy Service via the order button available online on the website www.post.lu, and (iii) who have subscribed to the relevant monthly tariff.

- 4.1. The Customer must use the functionalities of the CleanPipe Easy Service in accordance with these Special Terms and Conditions, the special terms and conditions applicable to the POST Telecom fibre optic based fixed internet service and also, in general, in accordance with applicable regulation.
- 4.2. The "CleanPipe Easy" Service is activated using the 6.4. The CleanPipe Easy Service depends on the Customer's access password. The Customer is solely responsible for the use of his/her password and agrees to keep it secret and not to disclose it in any form whatsoever.

# **AVAILABILITY OF THE "CLEANPIPE EASY"** SERVICE

5.1. POST Telecom undertakes to employ its best efforts to keep the CleanPipe Easy Service accessible 7 days a week and 24 hours a day.

### 6. LIABILITY

- 6.1. The Customer expressly declares that he/she is 7.1. The "CleanPipe Easy" Service shall be for an solely liable for the communications transmitted. In this respect, the Customer discharges POST Telecom from all responsibility, as well as the companies of the POST group, representatives, employees and partners, and guarantees them for any third party claims regarding the content, and the legality, quality and accuracy thereof. This guarantee notably entails that the Customer shall help POST Telecom in its defence and shall indemnify POST Telecom against any damages suffered by it due to any such complaint.
- the Customer irrevocably unconditionally agrees to indemnify and guarantee POST Telecom, as well as the companies of the POST group, its representatives, employees and partners, against all actions, claims, liabilities, losses, costs and expenses (especially legal costs

- and fees, expert fees, court costs, compensation, loss of profit, etc.), whatever their nature, directly or indirectly resulting from noncompliance by the Customer with one of its obligations.
- 6.3. The CleanPipe Easy Service enables to monitor the traffic passing through the fixed fibre optic based Internet access connection with the proviso that POST Telecom cannot guarantee the detection of even known, malicious electronic communications or components. The CleanPipe Easy Service is not intended to monitor the data originating from the Customer's Installations.
- characteristics and limitations of the Internet, of which the Customer is already aware. The Customer therefore expressly declares that he/she is aware of the fact that the transmission of information data via the Internet is not fully reliable from a technical point of view, since such data and information circulates on heterogeneous networks having different technical characteristics and capacities which may make access problematic or even impossible at certain times.

### 7. TERM AND TERMINATION

- indefinite term.
- 7.2. By derogation of article 13.2 of the General Terms and Conditions for consumer customers and Article 18.2 of General Terms and Condition for professional customers, POST Telecom terminates the CleanPipe Easy Service Contract by sending an email to the @pt.lu email address associated with the Internet access subscription. The Customer terminates the CleanPipe Easy Service Contract via the deactivation procedure available online on the website www.post.lu.