



## DSL Services General Terms & Conditions

### 1. DEFINITIONS

In this Agreement, unless otherwise indicated by the context, the following terms shall bear the following meanings:

"**Agreement**" shall mean this DSL SERVICES-General Terms & Conditions, the Application Form and the Policies.

"**Application Form**" shall mean the application and order placed by the Customer with the ISP and all annexes attached thereto for the provision of DSL services and incorporated as an integral part of this Agreement.

"**CPE**" shall mean the Customer premises equipment such as modems and/or micro-filters.

"**Fees**" shall mean the connection charges, monthly subscription fees, usage charges and any other charges pertaining to the provision of the DSL services and any other services provided to the Customer under this Agreement as described in the Price List.

"**Commencement Date**" shall bear the meaning set out in the "OGERO Terms & Conditions".

"**Customer**" shall bear the meaning set out in the "OGERO Terms & Conditions".

"**DSL Network**" shall mean the access network based on the ADSL (Asymmetric Digital Subscriber Line) and HDSL (High bit-rate Digital Subscriber Line) technologies.]

"**DSP**" shall bear the meaning set out in the "OGERO Terms & Conditions".

"**ISP**" shall mean Broadband Plus. s.a.l., the Internet Service Provider that sells the DSL Services to Customer;

"**Installation**" shall mean the installation of the CPE [on a location].

"**License**" shall mean the license granted by the Lebanese Ministry of Telecommunications to the ISP allowing the offering of ISP.

"**OGERO**" shall mean "Organisme de Gestion et d'Exploitation des Installations et Equipements de l'ex-société Radio-Orient".

"**Policies**" shall mean those usage policies issued by the ISP from time to time which are communicated to Customer through posting on the ISP's website or sent by e-mail, said Policies shall be incorporated as an integral part of this Agreement.

"**Price List**" shall mean the Price List form incorporating the Fees and posted on the ISP's website, as may be modified by ISP from time to time.

"**Service**" shall mean access to the Internet via the DSL network.

"**Term**" shall mean the term of this Agreement as indicated on the Application Form, commencing on the

Commencement Date.

### 2. GENERAL TERMS AND CONDITIONS

2.1 This Agreement shall commence on the Commencement Date and shall continue in force during the Term.

2.2 This Agreement defines the terms and conditions under which the ISP provides the service to the Customer and under which the Customer accesses and uses the Service.

2.3 The signature of the Application Form implies the consent of the Customer of "OGERO Terms & Conditions" and these DSL SERVICES Terms & Conditions.

2.4 The ISP may, at its discretion, provide the service by using either (1) the bitstream service or (2) the local loop unbundling service.

2.5 This Agreement may be terminated:

a. by the Customer by giving to ISP a written notice of termination not less than 30 days before the expiration of the Term or any renewals thereof (as the case may be); or

b. by the ISP, immediately upon a written notice to the Customer and without recourse to the competent jurisdiction in the event of termination or expiration (for whatsoever reason) of the License.

c. by the ISP, without the need of a prior notice to Customer and without recourse to the competent jurisdiction in case Customer commits a breach of the terms and conditions of this Agreement and/or the Policies, including but not limited to failure to settle the payments of any Fees due hereunder.

### 3. SERVICES, CPE SUPPLY AND INSTALLATION

3.1 The Application Form placed by the Customer with the ISP is subject to ISP's approval, such approval to be at ISP's sole discretion. Customer hereby represents and warrants that all information provided by the Customer in the Application Form is true and accurate.

3.2 The ISP shall use its best endeavors to promptly comply with Installation requirements of the CPE (if any). However, in no event shall the ISP be liable to the Customer for any delay, cancellation or disapproval thereof.

3.3 The Customer shall be responsible for obtaining all necessary approvals imposed by the competent authorities in relation to the supply, delivery and/or Installations of CPE hereunder, and the Customer shall indemnify the ISP against any claims, losses or liabilities suffered by the ISP which are related to or derived from Customer's non-compliance with the terms of this Clause 3.3.

3.4 All risks related to the CPE supplied and delivered by the ISP under this Agreement shall pass to the Customer upon delivery and Installation.

3.5 If the CPE is lost, stolen, damaged or transferred to a third party, the Customer shall immediately notify the ISP in writing and until such notification, the Customer shall remain liable for all costs and Fees pertaining to such CPE. ISP shall, as soon as reasonably possible, replace the CPE. The cost of any such replacement of

CPE shall be solely for the Customer's account. Any loss, theft, damage, transfer and/or the replacement of the CPE for any reason whatsoever shall in no event be deemed to constitute a termination of this Agreement, which shall continue to be of full force and effect.

3.6 The Customer hereby undertakes to and warrants that Customer:

a. shall not use nor allow the Services to be used for any improper, immoral or unlawful purposes, nor in any way which may cause injury or damage to persons, entities or properties or an impairment or interruption to the Services. Customer shall be liable for any unlawful or unauthorized use of the Services hereunder, even if it was used by a third party.

b. shall only use the CPE provided by the ISP in compliance with all relevant laws and regulations and all directives and Policies issued from time to time by the ISP relating to the use of CPE and the Services.

3.7 The Customer shall indemnify and keep the ISP, its employees, shareholders and agents indemnified against any and all claims, costs, damages, expenses, liabilities, demands and losses which the ISP may suffer or incur as a result of or in connection with any claim relating to the Customer's and/or any other person's use of the Services through the Customer's account(s), including without limitation, claims for defamation, infringement of copyright or any other intellectual property rights, or in connection with Customer's breach of any term, condition, undertaking and warranties hereunder.

#### **4. FAIR USE POLICY**

4.1 The Services are made available at a reasonable cost based on the principle of sharing resources among Customers; To ensure that all Customers have an enjoyable experience while using the Services, a Fair Use Policy described below is applied, while maintaining the unlimited aspect of the Services.

4.2 The ISP defines UNLIMITED ACCESS for the Services as being on the Internet as often as you want, for as long as you want, provided that you are actually sitting in front of the computer and actively using the

Service. Under this definition, you shall refrain from downloading and/or distributing copyrighted material without the permission of the owner(s). In this sense, the ISP will be tracking Internet use (capacity and not content) by Customer's account over time to ensure that acceptable limits are not exceeded by a given account during a subscription cycle.

Permissible limits are posted on the updated price list on the website of the ISP. Customers exceeding those limits will have their Service access speed slowed down to (>) Kbps down and (>) up for the remaining of the month, unless they recharge their account.

#### **5. FEES**

5.1 In consideration of the provision of the Services, the CPE and any other services supplied by the ISP to the customer hereunder, the Customer shall effect payment to ISP of the applicable Fees, as described in the price List and whether or not the Services have been, or are being used by the Customer.

5.2 Fees related to the telephone service are not included in the applicable Fees as described in the Price List. Customer shall pay the fees related to the telephone service to OGERO.

5.2 ISP may, at its own discretion, modify future fees, either in whole or in part, with effect from the date specified in such notice.

5.3 Unless otherwise instructed by the ISP in writing, Customer shall effect all payments hereunder directly to the ISP.

5.4 At any time during the Term of this Agreement, ISP may request a security deposit from Customer, equal to the amount freely set by the ISP in the following, but not limited cases: payment incident and Customer's consumption exceeding the usual rate according to ISP's criteria. Said security deposit shall be handed back to Customer (after the deduction of any Fees due by Customer under this Agreement) within six (6) months as of termination or expiration of this Agreement. If the required security deposit has not been secured on the dates set by ISP, this Agreement shall end on such date without the Customer being entitled to claim any compensation whatsoever.

5.5 The ISP provides the Customers with different methods of payment depending on their chosen service plans. Post-paid accounts will have monthly invoices issued for automatic bank withdrawal and card payment modes. Unless otherwise specified on the invoice, issued invoices are formal notices to pay within 10 days at most as of the issuance date. Invoices comprise the monthly subscription fees and the usage cost and when needed the cost of CPE, adjustments, taxes, etc. Unless otherwise agreed in writing by the parties, invoices to be sent to the Customer at his bank address.

#### **6. INTERRUPTION; SUSPENSION; TERMINATION**

6.1 In no event shall the ISP be held responsible or liable for permanent service absence in areas that are not mentioned in the coverage page posted and updated regularly at the ISP's website.

6.2 Notwithstanding anything to the contrary in this Agreement, the Services are provided on an "as is" and "as available" basis and the ISP does not guarantee or warrant that the Services will be uninterrupted and/or error-free. Internet access provided through the Services may vary or fail altogether due to factors which are not within the control of the ISP such as, but not limited to, [atmospheric, geographic, or topographic conditions, network signal quality and interference], OGERO technical problems. The

Customer hereby acknowledges and accepts that the Services may be interrupted or may fail from time to time.

6.3 ISP may at any time, without notice to the Customer suspend or interrupt the Customer's access to the services in the event that any modification, maintenance or remedial works are required to be undertaken pertaining in any manner whatsoever to the Services or. The ISP will endeavor to inform the Customer in the event of planned maintenances.

6.4 In no event the ISP shall be liable for any loss or damages suffered or incurred by the Customer arising from or in connection with the provision or the use of the Services hereunder whether direct, indirect, incidental, special, or consequential loss including loss of profit, revenue, anticipated savings or business, data or goodwill, value of any equipment including software, claims of third parties and costs and expenses associated with or incidental to any of the foregoing or caused by any negligent act or omission on the part of ISP, its employees or agents.

6.5 In case the Customer fails to pay in total or in part any invoices under this Agreement, the ISP reserves the right to immediately suspend the Customer's account and/or terminate this Agreement and to take all

necessary measures in order to recover the due sums, in particular those mentioned in Clause 5 here above.

6.6 ISP reserves the right to immediately suspend Customer's account and/or terminate this Agreement in case customer breaches any terms and conditions of this Agreement and/or the Policies. In case of Customer's account under a postpaid plan, any suspension or termination hereunder shall not affect the right of ISP to receive the applicable Fees until the end or termination of this Agreement.

## 7. CPE WARRANTY

Warranty of CPE provided by the Services provided hereunder excludes damages caused by abnormal use or conditions, misuse, neglect, abuse, accident, improper handling or storage, exposure to moisture, unauthorized modifications, alterations, or repairs, improper installation, improper use of any electrical source, undue physical or electrical stress, operator error, non-compliance with instructions or other acts which are not the fault of ISP. It also excludes damages from external causes such as floods, storms, fires, sand, dirt, earthquakes, Acts of God, and exposure to sunlight, weather, moisture, heat, or corrosive environments, electrical surges, battery leakage, theft, or damage caused by the connection to other products not recommended for interconnection by ISP. ISP reserves the right to determine the cause of the damage and, at its sole discretion, to replace or repair the CPE.

## 8. APPLICABLE LAW AND DISPUTE SETTLEMENT

The interpretation of this Agreement and the rights and obligations of the parties and all questions relative to the execution, validity and performance thereof, shall be governed by and interpreted in accordance with the laws of the Republic of

Lebanon. All disputes arising out of the interpretation or execution of this Agreement shall be settled by the Beirut Courts.

## Bitstream Service List of Terms & Conditions

### Definitions

The **Customer** is the end-user that subscribes to the DSL service through the appropriate channels of the ISP.

The **ISP** is the Internet Service Provider that sells the DSL service to the Customer.

The **DSP** is the Data Service Provider that collects & routes Internet traffic between the Customer premises and the PoP (Point of Presence) of the ISP and in this case it is OGERO.

**Role & Responsibilities:** The DSP service consists of the following three elements:

(1) Local loop access from the Customer premises and the OGERO C.O. (Central Office).

(2) Transport of the internet traffic through OGERO Data Network.

(3) Interconnection links between the OGERO Data Network and the ISP's internet platform

OGERO service demarcation points are the DP (Distribution Points) located in the bottom of the Customer premises building on one side and the ISP PoP (Point of Presence) on the other side. OGERO is not responsible for any internal wiring inside the buildings. OGERO is not providing any CPE (Customer Premises Equipment) such as modems and/or micro-filters.

**Fees:** The customer pays all fees related to the DSL service to the ISP. The ISP pays all fees related to the DSP service to OGERO. Regardless of the DSL service, the client continues to pay all fees related to the telephone service to OGERO.

**Customer Support:** The ISP is the interface of the Customer for any troubleshooting or support issue.

**Cancellation:** The Customer shall apply for cancellation of the DSL service through the ISP.

**Termination:** The DSL service will be terminated immediately in case the telephone service is terminated for any reason. The DSL Service will be terminated if the ISP does not pay OGERO for the DSP service fees.

**Service Performance:** Upload and download speeds are not guaranteed as performance of the service depends on several factors (network congestion, response time of the web site, etc.).

**Eligibility for the Service:** OGERO will check qualification of your telephone line to be eligible for the service. The Customer shall have prior subscription to the fixed-line telephone service in order to get access to the DSL service. The Customer shall not be a bad debtor of OGERO for his existing telephone line subscription in order to get access to the DSL service.

**CPE (Customer Premises Equipment) Compatibility:** Customer CPE's shall be compliant with DSP specs and shall not damage OGERO infrastructure and services (such as the voice services).

**Usage of the Service:** The Customer shall not use the service maliciously. It is forbidden for the Customer to resell and/or redistribute the service to other parties. The Customer is entirely responsible for content they send/receive through OGERO

infrastructure. In case OGERO suspects any misuse of the service according to the decrees and regulation of the Ministry of Telecommunications, or upon receipt of a request from legal authorities, OGERO has the right to monitor any or all traffic that circulates through its infrastructure, and has the right to refuse, block and move or remove any content.

**Validity:** The initial term of this terms & conditions begins on customer billing starting date (3 days of grace period after completion of service activation at the customer premises).

#### **Local Loop Unbundling Service List of Terms & Conditions**

**Definitions** The **Customer** is the end-user that subscribes to the DSL service through the appropriate channels of the ISP. The **ISP** is the Internet Service Provider that sells the DSL service to the Customer.

The **DSP** is the Data Service Provider that collects & routes Internet traffic between the Customer premises and the PoP (Point of Presence) of the ISP. The **IO** (Incumbent Operator) is the provider of the fixed network known as the local loop.

**Role & Responsibilities:** The IO provides the LLU service to the DSP, which consists on the following three elements:

(1) Local loop access from the Customer premises and the IO C.O (Central Office).

(2) Collocation of the DSP equipment within IO premises.

(3) Backhaul service between DSP co-located equipment and ISP PoP. IO service demarcation points are the DP (Distribution Points) located in the bottom of the Customer premises building on one side and the DSP PoP (Point of Presence) on the other side. IO is not responsible for any internal wiring inside the buildings. IO is not providing any CPE (Customer Premises Equipment) such as modems and/or micro-filters.

**Fees:** The customer pays all fees related to the DSL service to the ISP. The ISP pays all fees related to the DSP service to the DSP. The DSP pays all fees related to the Local Loop Unbundling service to the IO. Regardless of the DSL service, the client continues to pay all fees related to the telephone service to the IO.

**Customer Support:** The ISP is the interface of the Customer for any troubleshooting or support issue.

**Cancellation:** The Customer shall apply for cancellation of the DSL service through the ISP.

**Termination:** The DSL service will be terminated immediately in case the telephone service is terminated for any reason. The DSL Service will be terminated if the ISP does not pay IO for the DSP service fees, and if the ISP loses its license.

**Eligibility for the Service:** IO will check qualification of your telephone line to be eligible for the service. The Customer shall have prior subscription to the fixed-line telephone service in order to get access to the DSL service. The Customer shall not be a bad debtor of IO for his existing telephone line subscription in order to get access to the DSL service.

**CPE (Customer Premises Equipment) Compatibility:** Customer CPE's shall be compliant with DSP specs and shall not damage IO infrastructure and services (such as the voice services).

**Usage of the Service:** The Customer shall not use the service maliciously. It is forbidden for the Customer to resell and/or redistribute the service to other parties. The Customer is entirely responsible for content they send/receive through IO infrastructure. In case IO suspects any misuse of the service according to the decrees and regulation of the Ministry of Telecommunications, or upon receipt of a request from legal authorities, IO has the right to monitor any or all traffic that circulates through its infrastructure, and has the right to refuse, block and move or remove any content, or stop the connection between the Customer and the DSP equipment.

**Validity:** The initial term of this terms & conditions begins on customer billing starting date (3 days of grace period after completion of service activation at the customer premises).