

SPECIAL CONDITIONS OF TV SERVICES

1. APPLICATION

These special conditions apply only to contracts for TV services. These Special Conditions supplement Orange's General Terms and Conditions, which remain applicable insofar as they are not contrary to these Special Conditions.

2. TERMS AND CONDITIONS OF SUPPLY OF SERVICES

The TV service is supplied in two different ways:

- via a physical connection to a cable television network and an active subscription to the cable television service, which are prerequisites for subscribing to the cable TV service;
- via a physical connection to an Internet distribution network and an active subscription to the Internet service, which are prerequisites for subscribing to the web-based TV service.

3. ACCESS TO TV SERVICES VIA CABLE TV

Access to the service requires the use of a set-top box, at the customer's sole expense, which must meet the specifications described in the relevant section of the website www.orange.lu and is subject to the customer living in a geographical area served by the relevant technology and the package chosen by the customer. Use of the TV service is subject to registration of the card in the set-top box or CAM Module in Orange's systems, at the customer's sole expense.

Access to the service requires a digital receiver, or suitable smart card (hereinafter referred to collectively as 'the digital receiver'), at the customer's sole expense.

The digital receiver is installed by our partners, at the customer's sole expense.

As a result of the contractual conditions set by some programme providers, in particular owing to copyright, registration and reproduction of content, every digital receiver has an identification code.

The customer, an individual of legal age, is responsible for blocking access to programmes that are not suitable for children by setting up a suitable parental code. The digital receiver is equipped to block programmes selected by a secret parental code.

4. ACCESS TO WEB-BASED TV SERVICES

Access to the service requires the use of a set-top box, at the customer's sole expense, which must meet the specifications described in the relevant section of the website www.orange.lu and is subject to the customer living in a geographical area served by the relevant technology and the package chosen by the customer.

Access to the service requires a digital receiver. Use of the TV service is subject to registration of the set-top box's MAC address in Orange's systems or a suitable smart card (hereinafter referred to collectively as 'the digital receiver').

The digital receiver is installed by our partners, at the customer's sole expense.

As a result of the contractual conditions set by some programme providers, in particular owing to copyright, registration and reproduction of content, every digital receiver has an identification code.

The customer, an individual of legal age, is responsible for blocking access to programmes that are not suitable for children by setting up a suitable parental code. The digital receiver is equipped to block programmes selected by a secret parental code.

5. QUALITY OF THE SERVICE

Orange is committed to using all the means at its disposal to ensure that the service available to the customer is as close as possible to the quality advertised and normally available. However, in the case of a problem, on a repeated or continuous basis, the customer should contact the technical department to determine the cause of this malfunction and provide a solution. Orange is committed to broadcasting programmes simultaneously, in full, with no change in content, additions or substitutions, meeting broadcasting standards and the technical quality expected under Luxembourg regulations.

6. AVAILABILITY OF THE SERVICE

The broadband Internet access service is available 24 hours a day, 7 days a week.

However, access may not be possible for short periods for reasons of maintenance, service updates or in exceptional cases such as:

- preventive or corrective measures in the case of imminent or actual network congestion, or urgent action to protect against loss or damage that may be caused to networks, goods or persons;
- necessary measures to prevent risks and ensure the security and integrity of networks and services;

- in the context of legal obligations or measures adopted by the authorities, or cases of force majeure.

For the same reason, Orange cannot guarantee to maintain the customer's connection indefinitely.

7. CHANGE TO THE CONTENT OF THE TV SERVICE

The service is subject to change. The number, type and channel of programmes broadcast may be changed by Orange at any time, depending on the choices made by publishers or broadcasters and the agreements signed with them. Orange cannot be held liable in the case of changes to this service, or its content.

Changes to the content of the TV service cannot under any circumstances constitute grounds for cancellation.

Broadcasting of programmes is governed by Article 11 bis of the Berne Convention as revised in Paris on 24 July 1971, the Satellite and Cable Directive of 27 September 1993 and provisions of Luxembourg law on copyright. The price paid by the customer includes, among others, amounts paid to representatives of the relevant rights holders.

The programmes broadcast are aimed at individuals for private use, within the family home. Showing or allowing, directly or indirectly, the public showing of programmes, or private showings outside the family home, whether against payment or free of charge, is strictly prohibited.

Orange cannot authorise anyone to broadcast programmes in public, whether against payment or free of charge, by any means, in particular in cafés, hotels, restaurants, shops, communal or community establishments, or public gatherings such as concerts, shows and meetings.

8. BILLING

Billing begins on the date of activation of the service by Orange, namely the activation date, which depends on the package chosen (timescale of 6 to 8 weeks).

For contracts that do not enter into force on the first day of the month, the fee shall be calculated on a pro-rata basis by Orange for the bill for the first month of supply of the service and the bill for the last month of supply of the service, taking into account the number of days where the service is actually provided.

9. RENTAL OF EQUIPMENT

Orange offers the option of renting some models of connection equipment (set-top box, etc.) against payment of monthly rental fees.

By choosing to rent equipment, the customer undertakes to ensure the good condition of the rented equipment, which remains the property of Orange.

On the date of termination of the contract, the equipment is to be returned, at the customer's expense, in perfect condition, with its original box and the accessories originally included in the box, within 30 days.

If, when the equipment is returned, it is not in good condition, the box or accessories are not included, or the customer does not return the equipment within 30 days of the date of termination of the contract, the equipment shall be charged to the customer at the initial purchase price.

If the customer chooses equipment other than that offered by Orange, Orange cannot be held liable for malfunction of the service (updates not carried out, etc.).

10. DURATION AND CANCELLATION OF THE SUBSCRIPTION

A. Duration

The contract for the TV service is signed between Orange and the customer for an indefinite period with a minimum commitment period depending on the package chosen. The start date of the contract is the date of activation of the service (see article 8).

B. Termination

Interruption of your Orange TV subscription or the customer moving to a geographical location where no TV service is possible with current technology or moving outside Luxembourg cannot under any circumstances reduce the notice period for termination of the contract or reduce the minimum commitment period agreed by the customer.

