

# Specific terms for high speed internet access services by cable TV

## 1. APPLICATION

The present Specific Terms apply only to contracts concerning high-speed internet access services by Orange Communications Luxembourg cable TV. These Specific Terms supplement Orange's General Terms and General Terms of sale which remain applicable unless waived by the present terms.

## 2. SERVICE SUPPLY TERMS

A physical connection to a cable network and an active subscription to the cable service are essential in order to be able to subscribe to the cable TV service.

Internet through the cable network requires the use of a return channel on your antenna cable, equally on the internal section of your cable line (see b) and on the external section (see a).

(a) A list of the locations where the cable network is compatible with the service and for which the return channel has been configured, is available on the website [www.eltrona.lu](http://www.eltrona.lu)

(b) On request, the cable service provider's planning department can check the installation of the internal line and, as applicable, provide a quotation for adapting it to make it compatible for use of the cable TV service.

Orange will task the cable service provider with activating the external cable modem. The activation fees and modem fees are payable exclusively by the client and will be invoiced separately and in addition to the monthly subscription.

If the internal facilities cannot be adapted, and it is not possible to install the cable service, the contract for the subscription will not enter into force, without the client being able to claim any compensation whatsoever in the form of damages. The client is liable for maintaining the cable line according to the terms of the contract signed with the cable service provider, throughout the duration of the contract signed with Orange. Orange is not, in any case, liable for any malfunction that may affect the cable line. The service can be accessed as of the modem installation date.

## 3. ACCESS TO INTERNET SERVICES VIA CABLE TV

Access to the service requires the use of a modem that must meet the specifications described in the relevant section of the website [www.orange.lu](http://www.orange.lu) and is conditional upon the geographical location of the client in an area open to the corresponding technology and the package subscribed to by the client.

Access to the service also requires the modem to be compatible with the client's microcomputer. Orange will not, in any case, be liable for compatibility.

Use of the Orange service via the cable is subject to registration of the modem's MAC address in Orange's systems. On this basis, the client is obliged to inform Orange of any change to their modem.

Access restriction

Use of the connection of a high-speed internet access service incurs a "Fair Use" policy. This policy means that the user has the right to unlimited use of the services when the client has taken out this type of contract, but they must use the services with due care and attention (non excessive use) and must guarantee that they will make appropriate use of unlimited services.

Abnormal or excessive use is defined according to each subscription and is specified in the contracts and/or advertisements. In the event that the "Fair Use" policy is not respected, Orange may issue a warning, by any means (post, email, SMS, etc.) instructing the client to limit their use. If the client does not heed this warning, Orange reserves the right to suspend or limit the client's access until the end of the current invoicing period. If the limits of abnormal or excessive use are not defined in the contract and/or the advertisements, a monthly volume of 1000 GB can be considered as such. As soon as this limit is reached, Orange may consider that the "Fair Use" policy defined above has not been respected.

## 4. SERVICE QUALITY

Orange informs the client that the speeds that can feasibly be reached depend on numerous technical factors, of which some are permanent (distance from the client in relation to the connection point, cable service) and others variable (number of users connected to the network, network availability). The bandwidth of a cable TV internet connection is shared between users connected to the IP network from the same access point.

Orange undertakes to use all of the resources at its disposal to ensure that the speed effectively available to the client is as close as possible to the speed indicated and usually available. However, in the event of slower speed than the minimum agreed, on a repeated or continuous basis, the client must contact the technical department in order to determine the causes of the malfunctions and to establish a solution.

## 5. SERVICE AVAILABILITY

It is possible for the high-speed internet access service to be available 24 hours a day, 7 days a week.

However, it may not be possible to access the service for short periods due to maintenance, service updates or in the exceptional cases set forth in article 1 of the General Terms:

For the same reason, Orange cannot guarantee to clients that a connection will be maintained indefinitely.

## 6. CHANGE OF SPEED

### Upgrade

Based on an identical connection, an upgrade, i.e. a change from the existing subscription to a faster subscription, is free. If a client wishes to prematurely terminate an Orange contract whose minimum commitment period has not expired, in order to take out another contract, early termination fees may be invoiced according to the current price list.

### Downgrade

A downgrade, i.e. a change in the existing subscription to a subscription with a lower speed or tariff, is payable according to the tariff indicated in the current price list and cannot take place during the initial commitment period. For an identical connection mode, if there is a cheaper subscription with a maximum speed higher than the client's effective speed and if technical reasons prevent the speed being improved in the long-term, a free downgrade to the most suitable plan may be offered by Orange or requested by the client.

## 7. IP ADDRESS

The client is expressly notified that the conclusion of a cable TV internet access contract does not involve the provision of a permanent IP address to the client. The IP address allocated to the client may change with each connection to the service. The client is notified that in the event that they maintain their connection beyond a 24-hour period, the connection may be interrupted in order to allocate a new IP address. It is prohibited for the client to disclose the IP address under which they are connected to the network to any third party.

However, the client can request to subscribe to a fixed IP address option.

## 8. INVOICING

Invoicing will commence upon activation. The service can be activated as soon as the client has a replacement means of connecting to the internet supplied by Orange, in the event that they are not connected from the 1st day.

For contracts that do not become effective on the first day of the month, a pro rata of the licence fee will be calculated by Orange, for the invoicing corresponding to the first month of the service provision, and that corresponding to the last month of the service provision, taking into account the effective number of days where the service is supplied.

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## 9. EQUIPMENT RENTAL

Orange offers the possibility to rent certain models of connection equipment (modems, routers, etc.) against payment of a monthly rental fee. If opting for equipment rental, the client undertakes to ensure that the equipment rented remains in a good condition. In the event of termination of the contract, the equipment must be returned at the expense of the client, in impeccable condition, together with its original box and any accessories originally included in the box.

If, upon arrival, the equipment is no longer in good condition, does not have its box or accessories, or if the client does not return the equipment within 30 days following the date of termination, the equipment will be invoiced at the initial purchase price.

## 10. DURATION AND TERMINATION OF SUBSCRIPTION

### Duration

The contract for a cable TV internet service is signed between Orange and the client for an undetermined period with a minimum duration of commitment according to the offer undertaken, the start date of the contract corresponding to the date of activation of the service (refer to article 8 of the present terms).

### Termination

If the client terminates the contract before the expiry date, Orange will re-invoice only the services due, with the remaining amount payable for the equipment, the advantages and/or the promotions received linked to the commitment period initially set forth in the contract.

For access to fixed internet, all of the amounts incurred to provide access, installations, cable rising that were not invoiced upon subscription will be reinvoiced.

For network equipment such as rented routers or set top boxes, the equipment will be invoiced at the purchase price in the case of early termination.

For any termination prior to the end of the commitment period, a fixed fee of €25 incl. all taxes will be required per line terminated.

Interruption of your TV subscription with Orange, if the client relocates to a geographical location where internet service is not possible according to the current technical status or if the client moves out of Luxembourg will not, in any case, incur a reduction in the contract termination time and will not reduce the minimum duration of the commitment taken out by the client.