

TV services specific terms

1. APPLICATION

These Specific Terms apply only to contracts concerning TV services.

These Specific Terms supplement Orange's General Terms, which remain applicable unless waived by the present terms.

2. SERVICE SUPPLY TERMS

TV services are supplied in two different ways:

- 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,
- a physical connection to an internet distribution network and an active subscription to the internet service are essential in order to be able to subscribe to the internet TV service,

3. ACCESS TO TV SERVICES VIA CABLE TV

Access to the service requires the use of a decoder, payable exclusively by the client, that must meet the specifications described in the relevant section of the website 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.

Use of the TV service is subject to registration of the card in the decoder, or in the CAM Module in Orange's systems, payable exclusively by the client.

Access to the service requires a digital receiver, or an appropriate smart card (hereinafter referred to together as "the digital receiver"), payable exclusively by the client.

The digital receiver is installed by our partners, payable exclusively by the client. Following the contractual terms granted by certain programme suppliers, particularly due to copyright and the recording and reproduction of content, each digital receiver is connected by its identification code. The client, a physical person of legal age, assumes liability for preventing access to programmes not intended for minors, through the use of an appropriate parental code. The digital receiver is equipped to lock certain broadcasts selected using a secret parental code.

4. ACCESS TO TV SERVICES VIA INTERNET

Access to the service requires the use of a decoder, payable exclusively by the client, that must meet the specifications described in the relevant section of the website 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 requires a digital receiver. Use of the TV service is subject to registration of the Mac Address of the decoder in Orange's systems, or of an appropriate smart card (hereinafter referred to together as "the digital receiver").

The digital receiver is installed by our partners, payable exclusively by the client. Following the contractual terms granted by certain programme suppliers, particularly due to copyright and the recording and reproduction of content, each digital receiver is connected by its identification code.

The client, a physical person of legal age, assumes liability for preventing access to programmes not intended for minors, through the use of an appropriate parental code. The digital receiver is equipped to lock certain broadcasts selected using a secret parental code.

5. SERVICE QUALITY

Orange undertakes to use all of the resources at its disposal to ensure that the service effectively available to the client is as close as possible to the quality indicated and usually available. However, in the event of a repeated or continuous problem, the client must contact the technical department in order to determine the cause of the malfunctions and to establish a solution. Orange undertakes to broadcast the programmes simultaneously, in full, without any

change of content, addition or substitution, under good broadcasting conditions and with technical quality that complies with Luxembourg's legislation.

6. 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 exceptional cases such as:

- preventive or curative measures in case of imminent or effective network congestion, emergency intervention against loss or deterioration that may be caused to the network, goods or people,
- necessary measures to prevent risk and ensure the safety and integrity of networks and services,
- in the context of legal obligations or measures adopted by the public authorities, case of force majeure.

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

7. CHANGE OF TV SERVICE CONTENT

The service offering may vary. The name, nature and channel of the programmes distributed may be modified by Orange at any time, according to the choice of editors or broadcasters and the agreements signed therewith. Orange cannot be held liable in the event of variations in this offering, or its contents. Change of content of the TV service cannot, in any case, constitute a reason for termination.

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

The programmes broadcast are intended for individuals for private use, in a family setting. It is strictly prohibited, whether in return for payment or free of charge, to show or permit, directly or indirectly, the public display of programmes, or private display in any setting other than a family setting. Orange cannot authorise anyone, whether in return for payment or free of charge, to publicly display the programmes, by any means whatsoever, particularly in cafes, hotels, restaurants, shops, shared or community establishments, or during public events such as concerts, shows or meetings.

8. INVOICING

Invoicing starts on the date of signature of the contract. During the effective activation time, Orange will supply a substitute offer. 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.

9. EQUIPMENT RENTAL

Orange offers the possibility to rent certain models of connection equipment (set-up box, etc.) against payment of a monthly rental fee. If opting for equipment rental, the client undertakes to ensure that the equipment rented, which remains the property of Orange, remains in a good condition. The equipment must be returned on the date of termination of the contract, at the expense of the client, in impeccable condition, together with its original box and any accessories originally included in the box, within a period of 30 days. 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 of the contract, the equipment will be invoiced to the client at the initial purchase price. If the client chooses any equipment other than that offered by Orange, Orange cannot be held liable for the poor performance of the service (updates not installed, etc.).

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10. DURATION AND TERMINATION OF THE SUBSCRIPTION

Duration

The contract for a TV 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 by the client

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 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.