

1. DEFINITIONS

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:

Box: any device sold under the name PerfectSignal, including its accessories (notably cables), required to the operation of the Service and for the correct use of its functions, as sold to the Customer by POST Telecom as part of the Service use.

Coverage Area: limited area around the Box in which any POST Telecom Customer for mobile communication services, as well as any customer of a Luxembourg or foreign operator who entered into an agreement to use the POST Telecom mobile network, will be able to obtain 3G coverage subject to the conditions described in these Special Terms and Conditions.

Fixed Internet Access: broadband Internet access provided by POST Telecom and which may support the Service, both at the time of subscription to the Service and at the time of Activation of the Box.

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

2. SCOPE

These Special Terms and Conditions apply to any PerfectSignal S Contract for which their application is duly notified to the Customer.

3. DESCRIPTION AND SUBSCRIPTION TO THE SERVICE

- 3.1. The Service named PerfectSignal S consists of providing a 3G mobile network (voice and data) following the connection of a Box to a Fixed Internet Access terminal in the Coverage Area. The Service is limited to eight (8) simultaneous voice communications or internet connections with that many 3G compatible mobile devices.
- 3.2. To make use of the Service, the customer must purchase and connect his/her Box to his/her Fixed Internet Access terminal and pay the Service subscription.
- 3.3. The Service subscription includes the purchase of the Box and the subscription to the Service.
- 3.4. When subscribing to the Service, the Customer provides the installation address of the Box and agrees to inform POST Telecom of any changes to the location of the Box, even temporary, as soon as possible. The subscription to the Service and its use assumes that the Customer has (i) a modem compatible with the Service and (ii) a Fixed Internet Access.

- 3.5. Any Customer who has terminated his/her subscription to the Service and who has duly paid off the sums due, if applicable, may resubscribe to the Service, without, however, being obligated to buy a new Box.

4. INSTALLATION AND ACTIVATION OF THE BOX

- 4.1. The Customer installs the Box.
- 4.2. The Customer agrees to install and use the Box in accordance with the installation and usage instructions provided.
- 4.3. The Activation of access to the Service is carried out within two (2) hours following the connection of the Box to the Fixed Internet Access terminal.

5. LIABILITY AND GUARANTEES

- 5.1. POST Telecom reminds the Customer that, to be placed for sale on the European market and to obtain the CE marking, the Boxes must comply with and respect the exposure limits to fixed radio waves as set out in the applicable regulation. POST Telecom guarantees that the Boxes are sold with the CE marking and, in this respect, are within the limits of the applicable legislation, POST Telecom cannot be held liable in the event of any possible harmful effects caused by exposure to the radio waves emitted by the Box.
- 5.2. The Customer is hereby duly informed and expressly accepts that the use of the Service may result in a reduction in the speed of the Customer's Fixed Internet Access and fully accepts this disadvantage when using the Service.
- 5.3. The Customer acknowledges and accepts that the quality of the Service is linked to the size of the bandwidth used by the Fixed Internet Access and that the simultaneous use of the Service by several user may reduce its quality. Such a reduction in quality of the Service is inherent to the latter and gives no entitlement to technical assistance.
- 5.4. The Customer agrees to use the Box only within the territory of the Grand-Duchy of Luxembourg.

6. BILLING

- 6.1. The Service is billed according to the applicable Rate Plan and in accordance with article 3 of the General Terms and Conditions.

7. TERM AND TERMINATION OF THE CONTRACT

- 7.1. The initial Service Contract is entered into for a minimum term of twenty-four (24) months.
- 7.2. In the case of a new Contract within the meaning of article 3.5 of the Special Terms and Conditions, the Contract will be for an indefinite term.
- 7.3. It is possible, on one hand, that following the Activation of the Box, POST Telecom deems that the quality of the Service is insufficient due to technical reasons which only appear at this moment. In this case, POST Telecom has the right to notify the termination of the Service Contract. On the other hand, if the Customer is dissatisfied with the Service, he/she will also have the option to terminate the Contract by sending a registered letter with acknowledgment of receipt, duly reasoned, within the fourteen (14) days following the conclusion of the Contract. In both these cases, the Contract will be terminated retroactively without giving rise to any compensation whatsoever for either of the Parties in this respect and will result in the return of the Box.
- 7.4. The Service is technically reliant on the existence of a Fixed Internet Access. Any suspension or termination of the Contract between POST Telecom and the Customer in relation to this Fixed Internet Access, at the request or fault of the latter, shall entail automatic immediate suspension or termination of the Contract for the Service, under the same conditions as for the suspension or the termination of the Fixed Internet Access Contract.