

## 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:

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

**Online Interface:** the Webmail Service access portal.

**Webmail Account:** account linked to an email address made available by POST Telecom within the framework of the Webmail Service.

## 2. SCOPE

These special conditions apply to any Webmail Service Contract for which their application has been duly notified to the Customer.

## 3. WEBMAIL SERVICE DESCRIPTION

3.1. Accessible via an Online Interface from the Internet address <https://webmail.pt.lu>, the Webmail service allows the Customer to have remote access through an Internet connection to an email address, to his/her Webmail Account as well as to features provided within this framework by POST Telecom, from a computer or any other device able to grant such access ("**Webmail Service**"). To do this, the Customer must, at its expense, have or acquire a suitable Internet access furnished by POST Telecom or by any other Internet provider of its choice.

3.2. The Webmail Online Interface allows the Customer to:

- have access to a Webmail Account with default storage of 500 MB,
- have default access to a file storage space of 1 GB of on POST Telecom servers offering the opportunity to upload, store, organise and check the digital contents that the Customer saved thereon, within the authorised format limits: photos, videos, music, office files (hereinafter collectively referred to as the "Content(s)"),
- access other published features (such as calendar, task management, etc.),
- have the option of subscribing to paid additional features (or "add-ons") at the current rate.

The Webmail Service has also paid additional features (or "add-ons") such as anti-virus, anti-spam, extra storage capacity, etc., which the Customer may purchase in full or in part, pursuant to the Rate Plan.

If the size allocated to a Webmail Account is exceeded, the Customer will not be able anymore to download or share new contents, but will continue to benefit from the consultation and management features of the Contents of this Webmail Account. To benefit from all the applicable features again, the Customer must either delete Content or subscribe to an extra storage capacity option.

3.3. The Customer also undertakes to reasonably check that the Content(s) used or downloaded within the framework of the Webmail Service does not contain any viruses or programmes especially likely to disrupt the operation of the Webmail Service or to harm, in any way, other Customers and/or POST Telecom and to take all reasonable measures to avoid viruses transmission.

3.4. By uploading or using a Content within the framework of the Webmail Service, the Customer confirms that he/she is the author or has all necessary rights or authorisations on the Content in question in its entirety.

3.5. The Webmail Service is only accessible via the Internet, and the Customer declares and acknowledges that he/she has perfect knowledge of the nature of the Internet, specifically of its performances and technical and security limitations as well as of the response times necessary to consult information. POST Telecom does not guarantee the encryption or protection of the Content(s) during their transmission and cannot guarantee the security and integrity of the Content(s) during transfer operations. The Customer acknowledges having been fully informed and accepts to upload the Content under its full and sole responsibility and having full knowledge of this. In order to prevent the loss or change of the Content(s), POST Telecom strongly recommends the Customer to save such Content beforehand on a reliable support before uploading and sharing it.

## 4. ACCEPTANCE OF SERVICE

### 4.1. Service access request

Subscription to the Service and/or to one or more paid additional features (or "add-ons") is done online in several successive stages. First, the Customer enters an access request to the Webmail Service via order forms available at [www.post.lu](http://www.post.lu). Once the correctly completed order received by POST Telecom, the order is confirmed by creating a Webmail Account and notifying the Customer of the Service access settings (username and password).

### 4.2. Authentication procedure

To access the Webmail Service, the Customer must enter the access settings (username and password). The Customer is fully liable for the use of the Webmail Service and for the access and authentication settings, and shall be solely liable for any damage arising from illegal, improper or abusive access and/or use of all or part of the Webmail Service, and attempts to do so by the Customer, its employees and/or third parties. The Customer is solely liable for any access rights to its computer material, its information, Contents and/or personal data granted to third parties, including the authentication settings.

If the Webmail Service is accessed and/or used outside the Grand-Duchy of Luxembourg, the Customer undertakes to verify the laws and regulations of the country from which the Webmail Service is accessed and/or used and to fully comply with these. Under no circumstances may POST Telecom be held liable if laws and/or regulations of foreign countries are violated by the Customer using the Webmail Service outside the Grand-Duchy of Luxembourg, specifically in relation to telecommunications secrecy and/or personal data protection.

After successful authentication, Customers may use the Webmail Service features, including the creation of an alias for its email address.

## 5. OBLIGATIONS AND LIABILITY OF PARTIES

5.1. The Parties expressly agree that the use of access settings (username and password) for the Webmail Service is sufficient proof for the operations carried out using these security measures and is equal to, when appropriate, the Customer's written signature, who confirms to be the author of these operations.

5.2. Webmail Service is accessible in accordance with the general availability of the POST Telecom Infrastructure. This may be subject to disruptions, disturbances or suspensions, particularly for maintenance or restoration, or interruptions beyond the control of POST Telecom, which may render the POST Telecom website and/or Webmail Service temporarily unavailable. POST Telecom cannot be held liable for loss, harm and/or damage of any nature resulting from the foregoing, except where the loss, harm or damage directly result from gross and/or intentional misconduct of POST Telecom.

5.3. The Customer specifically undertakes:

- a. not to use any Content(s) or disseminate any illicit, illegal, injurious, threatening, defamatory or racist information or message, or any information or message that harms the honour or reputation of any person or group of persons, or incites violation of applicable legislation;
- b. to respect the rights of third parties, especially personality rights (such as image rights and right to privacy), intellectual property rights, trademark laws, copyrights and related rights, in general, and individual and property rights.

More generally, the Customer guarantees that its Contents comply with the applicable regulation and does not interfere with the rights of third parties.

5.4. The Customer acknowledges that he/she is solely responsible for the Content and more generally for any information appearing on its Online Interface, data and the use thereof within the framework of the Webmail Service. He/she therefore assumes full civil and criminal liability for the Contents, contamination by virus of his/her data and/or software, which he/she is responsible to protect.

5.5. The Customer is solely responsible for any mishandling during access and/or use of the Webmail Service, and assumes full liability for using the Webmail Service, for the preservation of the confidentiality of its access settings and for any consultation, intervention and actions carried out using his/her settings.

## 6. SERVICE TERM AND TERMINATION OF A WEBMAIL ACCOUNT

6.1. Any subscription to the Webmail Service and/or to one or more paid additional features shall be for an indefinite term from the day POST Telecom accepts the order.

6.2. Without prejudice to Article 9 of the General Terms and Conditions for consumer customers and Article 13 of General Terms and Condition for professional customers, the Webmail Service access is:

- automatically suspended in the event the POST Telecom Internet access service is blocked possibly in relation to the Customer's email address;
- automatically terminated if transferred to a third party or if the POST Telecom Internet access service is terminated possibly in relation to the Webmail Account by one or the other Party.