

# GENERAL TERMS AND CONDITIONS FOR TELECOMMUNICATION SERVICES

## 1. SCOPE

- 1.1. The present terms and conditions (the "General Terms and Conditions") shall apply to all telecommunication services, including any possible products and accessory equipment (the "Service(s)") offered to the public by Entreprise des Postes et Télécommunications, established and headquartered at 8A, Avenue Monterey, L-2020 Luxembourg, hereinafter referred to as the "company".  
For the purposes of correct understanding, the reference to "telecommunication(s)" in these General Terms and Conditions expressly includes all electronic communications.
- 1.2. The present General Terms and Conditions shall be supplemented and/or modified as required by the special terms and conditions and/or special contracts applicable on the basis of the Services subscribed to by the customer.

## 2. ACCESS TO SERVICES

- 2.1. On request and as long as the technical and operating conditions allow, the company shall implement the resources required to provide the customer with the Services marketed by the company, including network access, under fair, non-discriminatory conditions.  
The telephone service consists in routing, via the fixed network, national and international telephone communications from or to the network termination point. The network also allows access to other services provided by the company or to services provided by third parties.  
The mobile phone service consists in providing national and international wireless telephone communications that allow radio communication with customers, other users and/or itinerant users and/or service providers.  
The leased line service consists in offering circuits that offer a fixed transmission capacity between termination points on the network.
- 2.2. A request for access to the Services assumes implicit acceptance of any possible constraints imposed by administrative authorities, third party or other entities over which the company has no influence.
- 2.3. Unless specific case(s) related to a given Service, a Service can only be subscribed to under the name of a single natural or legal person.
- 2.4. Where a leased line is provided, however, the company can allow such a Service to be established to benefit the two customers involved. Such parties are then jointly and severally liable to the company for the payment of invoices as well as in all cases where the present General Terms and Conditions imply the responsibility of the customer.
- 2.5. The company allows a standard or temporary subscription to the Services, the respective durations of which are fixed based on the individual specifications of the Services concerned.
- 2.6. The company shall provide access to the Services and remedy any network disturbances in accordance with its service quality obligations and telecommunication quality obligations subject to the present General Terms and Conditions.

## 3. TIME LIMITS

- 3.1. The company shall carry out the work requested as quickly as possible subject to technical limitations, its work load and its resources. It shall take care not to damage the customer's premises apart from marks that are inevitable and inherent to the installation work carried out.
- 3.2. The company undertakes to implement all resources and means necessary to establish the fixed telephone connections ordered within a maximum time limit of fifteen (15) days, starting from one (1) working day following the date of submission at one of the company's sales outlets of the order in an appropriate and complete form by the customer, insofar as the premises to be connected each have at least one existing termination point offering the availabilities required to establish these connections.  
If the time limits set herein are exceeded, the customer has the right, subject to the sending of a written request to the company within thirty (30) days following the expiry of the time limit concerned, for compensation equivalent to a one-month subscription fee to the subscribed telephone Service, except in cases of force majeure, unforeseeable circumstances, extraneous cause or fault attributable to the customer (delay or refusal of access to installations, etc.) or another operator. This compensation shall be increased to two (2) month subscription fees to the telephone Service if the time limit is exceeded by more than fifteen (15) days.
- 3.3. The company undertakes to re-establish the telephone Service before the end of the working day following the date on which the customer notifies a fault or agrees a date with the customer if the importance of the repair requires this. If the time limits for re-establishing the connection are exceeded, the customer has the right, subject to the sending of a written request to the company within thirty (30) days following the expiry of the time limit concerned, for compensation equivalent to a one-month subscription fee to the subscribed telephone Service, except in cases of force majeure, unforeseeable circumstances, extraneous cause or fault attributable to the customer (delay or refusal of access to installations, etc.) or to another operator.
- 3.4. If the amount to be reimbursed exceeds four (4) times the monthly subscription fee to the basic telephone Service, the reduction shall be made on a pro rata basis for the days of interrupted service. However, in the case of leased lines, compensation is calculated on a pro rata basis for the hours of interrupted Service, for any period of non-operation recorded for at least (i) twenty-four (24) consecutive hours for a national circuit, (ii) three (3) consecutive hours for a continental circuit or (iii) one (1) hour for an intercontinental circuit.

## 4. INSTALLATIONS AND EQUIPMENT OF THE COMPANY AND OF THE CUSTOMER

- 4.1. In order to obtain access to the telephone service, the building relating to the fixed telephone connection request must already be connected to the company's network on the date of the connection request. Alternatively, the customer must submit a connection request for the building concerned when submitting the telephone connection request for his/her telephone installation. In such cases, the time limits set out in article 3.2 above are not guaranteed.
- 4.2. The company shall decide on the method used to fit conductors and telecommunication equipment to the exterior of the buildings.  
Any internal installation within a building shall be the responsibility of the owner of the aforementioned building, who shall ensure the installation and maintenance at his/her own cost and, once installed, shall remain attached to the building in which it is installed. The company issues technical recommendations on the internal wiring of the buildings. The latest version of these is available in brochure format from the Company's sales outlets or can be downloaded from the company's website at [www.pt.lu](http://www.pt.lu). The execution, care and maintenance of internal installations must be carried out by professionals with the skills and knowledge required and in accordance with best industry practices as well as the state of the art. The company has the right to inspect the installations in question. Failure to comply with all or some of the aforementioned recommendations shall release the company from any liability with regards to the non-operation and/or malfunction of the Services. In any event, the company may refuse to carry out all or part of the work(s) (i) incumbent on it in relation to a given Service and/or (ii) ordered by the customer until said installations and equipment have been duly restored to conformity.
- 4.3. If, at the customer's request, the company carries out the internal wiring of the customer's building, or the conformity and/or subsequent adaptation of his/her installations and/or equipment, the costs of such work(s) shall also be payable by the customer.
- 4.4. Notwithstanding any specific conditions that may apply to a given Service, the cost of the standard installation of a connection to the company's fixed network shall only cover the activation of the first telephone socket in the customer's premises in which the telephone installation is carried out. Any additional or specific installation and/or work requested by the customer shall be invoiced at the current price or based on the cost of materials and labour required. Each installation shall be carried out at the location indicated by the customer subject to possibilities and technical constraints.
- 4.5. The company shall retain ownership of any equipment and installations provided to the customer and can modify these or arrange for their modification as required for the service. It may also sell equipment to the customer.
- 4.6. The customer shall provide the company free of charge with a facility intended to receive the installations that has the appropriate dimensions and is dry, clean and equipped with a compliant and fully-functioning electrical socket, while the supply and consumption of electricity related thereto cannot be invoiced to the company. The customer is bound to carry out, at his/her own cost, the improvements and protective installations deemed necessary by the company. Failing that, the installation can be refused by the company.
- 4.7. If the customer is not the owner of the premises in which the installation is to be realised and the owner opposes the installation of equipment and lines in the location indicated by the customer, the company shall defer their installation until the disputing parties have resolved their differences. The company cannot be held liable for any delay resulting from this dispute.
- 4.8. Materials that can disturb or deteriorate the equipment and the telecommunication installations must not be connected to the network. In any event, the company may suspend the Service(s) at any time if the installations in question (i) affect or are reasonably likely to affect the secure operation of the network or any network equipment, or (ii) pose and/or are reasonably likely to pose a risk to physical integrity or human health.
- 4.9. The Institut Luxembourgeois de Régulation shall have sole jurisdiction over the management of the national numbering plan and shall determine the rules that apply in this regard. The company shall allocate a telephone number to its end customer in accordance with this plan. If the company has to make technical changes that include an amendment to the numbers or call signals, it shall notify the customers in question in advance. In such cases, however, the customers shall not be entitled to any compensation in this regard.

## 5. TRANSFER AND ABANDONMENT OF INSTALLATIONS AND EQUIPMENT

- 5.1. The methods for transferring a customer's Service to a third party are set down by the company.
- 5.2. If moving, the customer is bound at least fifteen (15) days in advance to either terminate the Services to which he/she is subscribed, to request their transfer to another address, or to submit a declaration for their taking over by a third party. The customer shall remain responsible for the payment of all invoices and for any use made of the installations and Services in question until the effective date of their termination, transfer or taking over.
- 5.3. **If the company notices that an installation has been abandoned by the customer, it can immediately suspend the Services in question and provided prior formal notification remains useless automatically terminate the Services. However, the customer shall remain responsible (i) for the**

payment of all invoices and (ii) for any use made of the installations and Services until the effective date of the said automatic termination.

## 6. DURATION AND TERMINATION OF SERVICES

- 6.1. The Services are subscribed to for an indefinite period with a minimum initial period depending on the Services in question. The initial period applicable to the Service in question is specified in the special terms and conditions relating to said Service. If the customer is able to choose the initial period of the Service to which he/she is subscribed, the duration chosen shall be noted on the order form presented to the customer at the time of subscribing to the Service in question.  
Temporary subscriptions to a Service shall be renewed as agreed or on a day-by-day basis.
- 6.2. The customer may terminate a Service by sending a signed notice of termination to the company with at least fifteen (15) days prior notice. In the event of termination, all sums due by the customer shall be payable with immediate effect. If such termination takes effect before the end of the initial period of this Service, the customer shall remain liable for the outstanding sums owing for this Service up to the expiry of the initial period.
- 6.3. However, the customer may terminate a Service with immediate effect in the circumstances set down in paragraphs 13.2 and 14.3.
- 6.4. **Receipt by the company of an unbundling request for the customer's telephone line shall be deemed a request for termination by the customer of the Services subscribed to on the telephone line in question, noting that these Services shall be automatically and fully terminated from the effective date of unbundling of the telephone line in question. Similarly, all sums due by the customer shall be payable with immediate effect.**
- 6.5. **The company has the right to suspend and/or terminate all or part of the Services if it is forced to do so by an administrative authority, third party or other entity, or by a second customer who was an associated party to the subscription of the Service(s) in question.**
- 6.6. **The company has the right to automatically suspend all or part of the Services with immediate effect without any compensation being due in this regard:  
If the customer has failed to pay all or some invoices within the time limit specified in paragraph 7.6;  
- If the customer fails to comply with the legal or contractual provisions applicable to the Services;  
- If the customer uses all or part of the Services for malicious, offensive and/or other purposes prohibited by the laws in force or tolerates the Services being used for such purposes;  
If the customer has carried out repeated or malicious damage to the company's equipment and installations or tolerates such actions by a third party;  
If the seriousness of the situation or the interests of the service require(s) so.  
The suspension shall continue until the customer can provide evidence of compliance in full with the provisions of the present General Terms and Conditions or the company obtains evidence that the customer has remedied the situation resulting in the suspension.  
If prior formal notification remains useless, the company may terminate the Service(s) in question automatically without prejudice to the payment of invoices up to the effective date of termination.**
- 6.7. **In all of the circumstances listed in paragraphs 6.5 and 6.6 above, the company shall notify the customer by registered letter of the suspension or termination of all or part of the Services and of the effective date. The reconnection of the Services shall be carried out within the customary time limits depending on technical possibilities and according to the price defined by the Services price list currently in force.**

## 7. INVOICING

- 7.1. Work and installation costs for the Services and their activation shall be invoiced on completion of the work. If the extent of the work to be carried out for a customer so requires, the company may request payment in instalments.
- 7.2. Monthly subscription fee, consumptions and any options applicable to a Service shall be due from the date of activation until the effective date of termination of the Service. If a Service is subscribed to or terminated during a calendar month, invoicing shall be carried out pro rata for the days of use of the Service, unless otherwise stipulated in the price list.
- 7.3. The installation of temporary or special connections shall be invoiced separately based on real costs and the price of the corresponding subscription fee shall be invoiced in accordance with the price list currently in force.
- 7.4. Invoices shall generally be issued once a month although the billing cycles do not have to adhere to the calendar month. However, the company can set longer or shorter periods subject to providing prior notice to the customer.
- 7.5. Save any exemption, invoices shall include value added tax and, for the Services specified in the price list, the payment for services provided by third parties.
- 7.6. All sums invoiced shall be payable in full and without deduction by the customer within fifteen (15) days from the day following the

date of sending the invoice. Unless otherwise provided for by law, the customer may not request the reimbursement of all or part of the sums invoiced due to the fact that he/she was not the effective user of the Service(s) in question.

## 8. PAYMENT GUARANTEES

- 8.1. When submitting a subscription request for a Service or when applying for a suspension to be lifted on a suspended Service automatically, the company can request the deposit of a guarantee or the provision of a bank guarantee letter.
- 8.2. After a period of three (3) years and subject to regular payment of invoices, the company shall reimburse the guarantee deposit without interest.
- 8.3. Without prejudice to the provisions above, the company may request advance payment in case of reasonable doubt concerning the creditworthiness of a customer.

## 9. DISPUTING INVOICES

- 9.1. The invoices issued by the company shall be authentic for the detailed account between the parties unless due evidence to the contrary.
- 9.2. An invoice must be disputed in writing to the company within a maximum of thirty (30) days from the issuance date of the said invoice.
- 9.3. The submission of a written dispute shall not release the customer from payment of the disputed invoice. However, if the invoice amount justifies this, the customer can ask the company to invoice only average consumption until the requested review has been carried out by the company.
- 9.4. If the dispute is justified, the company shall reimburse the customer for any sums paid in excess. If actual consumption cannot be established, the average consumption relating to the last three (3) invoices shall be taken into account in place of the disputed invoice.

## 10. DIRECTORIES

- 10.1. In accordance with the laws currently in force, the company shall publish at fixed intervals telephone directories including all customers and other subscribers of the Services in question. These directories may be created in the form of public databases.
- 10.2. The directories shall include all numbers, call signals or access keys unless their inclusion is expressly refused by the customer.
- 10.3. The company shall define the terms and conditions applicable to unpublished numbers and multiple phone numbers.
- 10.4. The subscription to a Service (excluding temporary subscriptions) for which a directory is published entitles the customer to a free entry according to defined standards. An entry to the directories is made according to the customer's instructions and at the customer's exclusive liability. Omissions or incorrect entries cannot give rise to claims for compensation.
- 10.5. The customer may request in writing changes, additions or deletions to the entries.

## 11. RESPONSIBILITIES OF THE CUSTOMER

- 11.1. The customer is bound to protect the installations and/or equipment entrusted to him/her by the company from damage and is not authorised to open, dismantle and/or modify said installations and/or equipment in full or in part. The customer is also bound to ensure the maintenance and repair of his/her own installations and equipment, including internal wiring.
- 11.2. The customer is responsible for damages and disruptions caused to his/her installations, to the installations and/or equipment entrusted to him/her by the company and to the public telecommunications network through the fault, even if unintentional, of the customer or a third party who used or carried out work on his/her installations, or even through an unlawful activity, through the non-standard connection and/or operation of private equipment, as well as through fire or water.
- 11.3. The costs incurred to repair the damages mentioned in paragraphs 11.1 and 11.2 above and the clearing of a fault relating to the customer's installations and/or equipment, including the costs of research and travel, shall be borne by the customer. The same shall apply to fraudulent or abusive work requests.
- 11.4. Any person who has subscribed to a Service but renounces said Service after the commencement of work must compensate the company for the costs incurred in this regard.
- 11.5. The customer shall ensure the return of the equipment entrusted to him/her to the company in the event that the customer abandons his/her installation. Equipment that is not returned shall be invoiced.
- 11.6. The company may edit subscription cards for Services. Unless otherwise

stipulated for a given Service, if a subscription card is stolen or lost, the holder must immediately notify the company's call centre on 8002 8004 and confirm this information in writing as soon as possible. The holder of a subscription card holds sole liability for the consequences resulting from the use, misuse, disappearance or theft of his/her card(s).

- 11.7. The customer is responsible for the use made of the telecommunication installations and equipment connected to the public network, the Services provided and/or the content of the communications transmitted and must, if necessary, acquire in advance the permits, licenses, rights or other authorisations required.
- 11.8. The customer may not publish his/her numbers or call signals if these are not in operation.

## 12 RESPONSIBILITIES OF THE COMPANY

- 12.1. **The company shall ensure the correct operation of its installations and equipment.**
- 12.2. **The company shall be responsible in case of delay for putting into operation the connections and for clearing any faults subject to the limits and conditions laid down in article 3 of the present General Terms and Conditions.**
- 12.3. **In case of a dispute or complaint regarding the operation of a connection or Service, the company shall be released from any liability if it can demonstrate their correct operation on the interface between the equipment and installations provided by the company and those provided by a third party.**
- 12.4. **The company cannot be held liable for the loss or the distortion of communications and messages triggered by the incorrect use of the installations or Services by the customer.**
- 12.5. **Furthermore, the company cannot be held liable for the nature or content of the communications, messages or information routed via its network.**
- 12.6. **Unless otherwise expressly stipulated, the company can only be held liable for duly evidenced fraud or wilful misconduct. In any event, the repair shall only apply to foreseeable, direct, personal, certain damages that the customer has suffered, with the express exclusion of any indirect and immaterial damages or losses such as financial and commercial losses, loss of earnings, clientele or contracts, loss of income, and/or losses, deterioration or distortion of data.**
- 12.7. **In general, damages shall not be due nor payable if the company fails to meet its obligations or if the delay in performance results from a case of force majeure, unforeseeable events or extraneous circumstances.**

## 13. PRICES

- 13.1. In accordance with the Services price list, the price of the services provided by the company shall be as a matter of principle broken down as follows:

### 13.1.1. Installation and/or activation costs

The subscription to a Service shall result in the payment of installation and/or activation costs at the price applicable on the date of activation. These shall cover the cost of access to the Service and shall include the application fees as well as the costs associated with the operations necessary for its putting into operation.

Additional costs, if any, shall be invoiced at actual and real cost for non-standard services.

### 13.1.2. Subscription

The provision of Services shall result in the payment of a monthly subscription fee payable in advance, which shall take effect from the date of activation. This shall cover the fixed costs of the Services.

### 13.1.3. Consumption charges

The customer can find a breakdown of the consumption tariffs, including communications, in the telecommunication services price list, published in accordance with the law and available on request.

Consumption shall be invoiced based on the data recorded by the local exchange or the management system of the Service in question. This record shall attest to the existence of the communications carried out under the agreement.

### 13.1.4. Other services

The other services offered under this Service shall be invoiced on the basis of the telecommunication services price list, published in accordance with the law and available on request.

### 13.1.5. Discounts

Discounts may be awarded based on the amount and the initial subscription period for the Service in question.

- 13.2. Prices may be modified during the term of the agreement. Any change in prices shall be notified to the customer in accordance with paragraph 14.2 and shall give the customer the right to terminate the agreement in accordance with the terms set out in paragraph 14.3.

## 14. AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

- 14.1. The company reserves the right to make amendments to the present General Terms and Conditions. The company shall publish these amendments and shall insert references to the Mémorial, Recueil administratif et économique, in accordance with applicable laws.
- 14.2. The company shall notify the customer by letter, a note on invoices or any other means of these new terms and conditions. Such amendments may only take effect one month following the date of notification.
- 14.3. By way of derogation from paragraph 6.2 above, the customer may, subject to sending a registered letter with acknowledgement of receipt to the company within thirty (30) days following the notification referred to in paragraph 14.2 above, terminate with immediate effect and without cost the Service(s) affected by this amendment. In any event, the customer may not claim compensation as a result thereof and shall remain liable for the payment of the sums due to the company up to this date.  
After expiry of the said thirty (30) days, the amendment mentioned above shall be considered as having been accepted by the customer.

## 15. GENERAL PROVISIONS

- 15.1. The company shall ensure the secrecy of communications exchanged on its networks and of the personal data that it holds on its customers in accordance with the current laws in force.
- 15.2. Subscription to a Service governed by the present General Terms and Conditions shall be subject to the collection by the company from the customer of personal data the processing of which is required for the efficient performance of the said Service and/or legal obligations. This data as well as any other personal data that may be generated whilst using a Service governed by the present General Terms and Conditions, shall be processed by the company or communicated to third parties for the purposes mentioned above or for legitimate interests pursued by the company or by the third party to which the data is communicated, particularly for the purposes of preventing, researching or detecting fraud.  
Save objection of the customer, personal data relating to the customer may be processed for the purposes of promoting services ancillary to the Services governed by the presented General Terms and Conditions.
- 15.3. The customer has at all times a right to access and correct his/her personal data in accordance with the laws currently in force. Such requests must be made in writing and include a photocopy of the customer's identity card signed by him/her.
- 15.4. The company shall be authorised to assign or transfer to any of its subsidiaries specialised in the telecommunications field, at any time and in full or in part, the rights and obligations arising from the present General Terms and Conditions as well as the Service contracts governed by the present General Terms and Conditions.
- 15.5. The company may arrange for all or some of the obligations incumbent upon it by virtue of the present General Terms and Conditions to be performed by one or more subcontractors of its choice. In this case, it shall remain liable to the customer in accordance with the provisions of the present General Terms and Conditions for the proper performance of its obligations by the subcontractor(s).

## 16. PLACE OF PERFORMANCE AND SETTLEMENT OF DISPUTES

- 16.1. Unless otherwise stipulated, the head office of the company shall be the place of performance of the company's obligations to the customer and for the customer's obligations to the company.
- 16.2. **Amicable settlement: In case of difficulties regarding the interpretation or performance of the contract, the company and the customer shall attempt to find an amicable solution. In this regard, the customer may contact a consumer or user organisation or the Centre de Médiation du Barreau du Luxembourg for the purposes of mediation.**
- 16.3. **Legal settlement: If an amicable settlement is not reached, the courts of the Grand Duchy of Luxembourg shall alone be competent to rule on any dispute between the customer and the company. However, the company may refer the dispute to any other court which, unless the aforementioned court is selected, would normally be competent for the customer.**

**The present document is a free English translation of the French version of the "Conditions Générales applicables aux services de télécommunication" and exists for customer information purposes only. In case of any discrepancies or contradictions between this English translation and the French version of the "Conditions Générales applicables aux services de télécommunication", the text of the latter shall prevail.**