

Special Terms and Conditions (STC) for Orange ADSL and Fixtalk



1 Scope

These Special Terms and Conditions (hereinafter referred to as „STC“) are part of the Subscription Contract concluded with the Customer. Orange offers the Customer Internet Broadband Services (hereinafter referred to as „Orange ADSL“) and as a Preselection Carrier national and international telecommunications (hereinafter referred to as „Fixtalk“). These STC include special regulations for using Orange ADSL and Fixtalk services provided by Orange (both hereinafter referred to as the „Services“) and apply exclusively to these products.

The Services are defined in more detail in the relevant product information.

2 Services provided by Orange

Type and scope of the Services

Orange provides Orange ADSL and Fixtalk throughout Switzerland, however, nationwide availability of the Services cannot be guaranteed as such and is dependent on factors beyond Orange's control. Orange may engage third parties (e.g. network providers or installation partners) to provide the Services.

Orange ADSL and Fixtalk Services are conceived for private customers use only. The use for permanent or call-through solutions, call centre services, or other commercial applications is not permitted. If use is continued in the above-mentioned manner, despite Orange requesting the Customer to use the Services as specified in the Subscription Contract, Orange is entitled to apply another price plan or terminate the Subscription Contract without notice and charge the Customer a fee of CHF 300.–.

To reactivate Orange ADSL or Fixtalk, Orange may charge the Customer a fee of 150.– CHF, regardless of the cause.

Restrictions in Services

Orange reserves the right at all times to carry out maintenance work on the network, which may cause temporary service suspensions. Likewise, Orange reserves the right to temporarily or permanently suspend the Services to avoid inappropriate or improper conduct.

Due to technical reasons, it is possible that Orange, without prior notice, may not be able to provide the Orange ADSL speed and bandwidth specified in the Subscription Contract, either temporarily or permanently. In such cases, Orange may temporarily or permanently supply different bandwidth/speed which may not be refused by the Customer and which does not incur any liability on the part of Orange nor entitle the Customer to cancel the Subscription Contract.

3 Devices

The Customer is personally responsible for the setting-up, operability, compatibility, maintenance and legal compliance of devices connected by the Customer himself. Orange cannot guarantee that all devices enable use of the Services.

Orange offers a repair and exchange service in accordance with the relevant product information for devices provided to the Customer due to the Subscription Contract on a rental basis (e.g. for the modem).

4 Customer obligations

Services

The Customer agrees to use the Services provided by Orange in accordance with the terms of the Subscription Contract and as well as the relevant statutory provisions. The back-up of data is the Customer's sole responsibility.

Modem

The modem, provided by Orange on a rental basis for Orange ADSL Services, and other ADSL accessories remain property of Orange. The Customer undertakes to treat the modem and the accessories with all due care and return it in proper working condition to Orange at the end of the Subscription Contract at the Customer's own cost and risk. If the modem and the ADSL accessories are not returned within 2 weeks after the end of the Subscription Contract or returned in an improper condition to Orange, the Customer shall pay Orange a fee of CHF 150.–.

Fixed line connection

By concluding the Subscription Contract, the Customer confirms that he is the legal holder of the specified fixed line. Should the Customer provide incorrect details that are required by Orange to set up the fixed line connection

(telephone number, address etc.), the Customer will bear all costs incurred because the connection is rejected.

The Customer must maintain the fixed line as a requirement for the provision of Services by Orange. Should the Customer terminate his fixed line connection with the provider, Orange is entitled to terminate the Subscription Contract immediately and charge the Customer the amount of CHF 300.–.

Changes to the fixed line connection (e.g. change of account holder) may make it impossible for Orange to provide the Services. Without any prior request to do so, Orange shall be notified immediately and in advance of any changes of address, even within the same locality or building. Any costs incurred as a result of such changes will be invoiced to the Customer. Orange accepts no liability if Services are not available following a move. Orange reserves the right to provide suitable/feasible Services replacing the Services which are unavailable for the new locality. For each move, Orange will invoice the Customer the costs of technical modifications. If it is impossible for Orange to provide the Services at the new locality, Orange is entitled to cancel the Subscription Contract without notice. In this case, Orange will not charge the Customer a penalty fee.

Public Phone Booths and Publiphone

It is not possible to register telephone numbers of public phone booths, Publiphones or any other equipment which is operated in prepaid mode. If the Customer registers such a number as the fixed line number, the Customer cannot be activated. The Customer shall bear all resulting costs and damages.

Inappropriate use and misuse

The Customer undertakes to prevent inappropriate use or misuse of the fixed line connection. This includes particularly, misuse, e.g. uninterrupted excessive use, uninterrupted downloading on one or more computers; any use that may impair the proper functioning and security of the fixed line connection, such as systematic and/or aggressive sending of e-mail advertisements, begging letters etc. (spamming); sending of messages and files that contain viruses, violent, pornographic, racist and violations of human rights content; setting up of websites and provision of information (blogs) with the above-mentioned content.

In cases of inappropriate use and/or misuse, Orange is entitled to terminate the Subscription Contract immediately and charge the Customer 300.– CHF.

5 Responsibility for unauthorised use and phone tapping

To keep the risks of misuse of the Services as low as possible, account passwords, personal login data, or similar protective measures provided by Orange for access to its Services must be kept in confidence. All other recommended security measures are to be strictly followed.

As it is not possible to offer full protection from unauthorised access or phone tapping by third parties, Orange may not be held liable for any such occurrences or damages incurred as a result.

6 Malfunctions

Should malfunctions occur, the Customer must ensure that such malfunctions are not being caused by the Customer's hardware or software, before contacting Orange Customer Service for technical support.

7 Amendments to contract

Should Orange no longer offer the Orange ADSL and Fixtalk Services, Orange has the option to a) transfer the Subscription Contract to another service provider without the Customer's specific consent or b) terminate the Subscription Contract giving 3 months notice. In this case, payment of any charges on the part of the Customer due to cancellation of the Contract without notice during the minimum contract period, or during the term of the Contract, will be waived. Should the Customer not agree to a transfer to another service provider, the Customer has the right to terminate the Subscription Agreement in writing as per the transfer date announced by Orange and will, as stated above, be exempt from paying the charge.

If the Customer wishes to downgrade a contractually-agreed Orange ADSL service to a lower basic charge, Orange may charge the Customer CHF 150.–.

Lausanne, November 2007