

# Conditions

## Fixed Broadband Services

**SETAR NV**

**Creating Connections**



**SETAR**

## Article 1 / Definitions

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These are the additional conditions applicable to services of SETAR N.V. (SETAR or us/we hereinafter) provided via broadband (fast connection through optical fiber or cable) through SETAR's fixed network. These conditions will apply beside SETAR's General Terms and Conditions for Telecommunication Services. In this information, several terms are capitalized. In this section, we define these terms and you can read what they mean. Sometimes a term is used that has (also) already been explained in the General Terms and Conditions Telecommunication Services.

### **Connection**

The technical facilities to create a connection with SETAR's fixed Telecommunication Network to be able to use a Fixed Broadband Service.

### **Fixed Broadband Service (also Broadband Service hereinafter)**

The service provided via a broadband connection through SETAR's fixed Telecommunication Network, such as digital television, internet, voice over IP and/or another service provided or delivered by SETAR as broadband service.

### **Suitable Connection**

A Connection for the Client with a relatively short distance to SETAR's exchange through which the Broadband Service is provided in accordance with the specified bandwidth.

### **Client**

The party, a natural person or legal entity, that will conclude or has concluded an Agreement with SETAR or has received or will receive an offer or has filed an application to this effect. In this information, we will also use "you" or "your".

### **Agreement**

The agreement under which SETAR provides the Broadband Service (including the Connection) to the Client. The Conditions Fixed Broadband Services and the General Terms and Conditions for Telecommunication Services will be part of the Agreement.

## Article 2 / Conditions and Suitable Connection

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2.1 These Conditions Fixed Broadband Services are a supplement to the General Terms and Conditions Telecommunication Services of SETAR. Both conditions will apply to the

Agreement and to the various forms of Connections, in as far as explicit additions or changes have not been stated elsewhere.

- 2.2 SETAR provides various forms of Connections for a Broadband Service that differ in rate and/or possibilities for use. We can set restrictions for the creation of the Connection and the use of the Broadband Service.
- 2.3 SETAR has the right to modify these additional conditions or (parts of) the Agreement, such as the rates, for instance. It will do so in accordance with the provisions laid down for this purpose in the General Terms and Conditions for Telecommunication Services. A modification will also apply to an existing Agreement.
- 2.4 For technical reasons, the Broadband Service can only be provided if a Suitable Connection is available for the Client. In order to be able to assess whether you have a Suitable Connection, several tests have to be conducted for some services prior to activation. If it is technically impossible to give you a Suitable Connection or the tests show that you do not have a Suitable Connection, we can refuse the application. We will notify you hereof in writing or by e-mail and will mention the reason. If it appears later, for instance during measurement or installation, that you do not have a Suitable Connection, we can dissolve the Agreement. In that case, we will not be required to pay any compensation.

## Article 3 / Installation and Software

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- 3.1 SETAR will only install the equipment necessary for Connections registered by us. You shall ensure that the equipment lent to you by SETAR, such as modems, splitters, and filters, are handled with due care and installed correctly. We will not be responsible for and will not vouch for (extra) connections or equipment installed by you or equipment not installed by us.
- 3.2 You shall pay us the full installation costs for complete or partial installation by SETAR. We will perform an installation up to your modem. On your request, we can configure your personal computer against payment. By allowing us to begin this configuration, you will indemnify us from any liability for any hardware or software damage to the equipment that might be caused.
- 3.3 It is not permitted to connect (parts of) a network or other users, whether or not within your organization, in any way to (parts of) the (infrastructure of the) Broadband Service.
- 3.4 SETAR will not be liable for damage caused by the use of your own modem or personal computer. We will also not be liable for damage caused by software installed by you or by someone else (with or without your permission) or by inter alia live updates or scanners that automatically install software (downloads) through the internet, including software installed against the will and without the knowledge of the user by a virus, worms, hacking, and the like.

## Article 4 / Use of the Service

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- 4.1 It is important that you take note of the information provided for the use of the Broadband Service and read the manual.
- 4.2 You will be responsible for the use of the Service. It concerns for instance use and protection of your account information, e-mail address, content of your messages, or participation in discussion groups and information saved by you in general. You will also be responsible for a third party using your Broadband Service, also if you have no knowledge hereof or have not given permission to do so. Unlawful and improper use of your Broadband Service shall be at your own risk and expense. You shall indemnify SETAR against possible claims for compensation of third parties on account of failure to comply with the provisions in this Article.
- 4.3 You shall act as can be expected from a prudent and responsible user, and observe the applicable statutory regulations and (generally accepted) rules of conduct. You shall not start or continue acts that you can reasonably presume will hinder other users of the internet or (can) affect the use of the Broadband Service adversely.
- 4.4 Certain acts shall be unlawful and/or liable to punishment. You shall not use the service in any event in the following ways, for example:
- a) infringe intellectual property rights of SETAR or of third parties, theft, fraud;
  - b) induce disclosure of confidential data (phishing);
  - c) unlawful distribution, liable to punishment, of secret or confidential information, or distribution of texts, video and audio material, including racist expressions, child pornography, criminal data traffic, insulting expressions, and so-called mail bombs;
  - d) computer intrusion (hacking), destroying, damaging or disabling systems or automated works and software of third parties;
  - e) spread viruses (including spyware and dialers) or intentionally disturb communication or data storage in any other way;
  - f) gain access with false keys, false codes, or false identities, appropriate the possibility of sending data through other connections;
  - g) sending large quantities of substantially identical, unrequested e-mail messages (spam) is not permitted. Unrequested means that the recipient of the e-mail has not given demonstrable, explicit permission, revocable at any time, for the sending of the mailing in advance. The content of the message is irrelevant.
- 4.5 You shall observe the specified user limits. When you exceed the specified limit, you shall pay a fee stated with the Broadband Service. This fee will be charged afterwards. If unlimited use has been specified, it is based on use that is reasonable according to SETAR. Reasonable use applies to both uploading and downloading, disc space, and load of the system. You can find

more information on our policy for reasonable use in our Fair Use Policy on our website. SETAR reserves the right to take appropriate measures in case of proven unreasonable use.

- 4.6 If you fail to observe the conditions for use stated above or if SETAR reasonably suspects that you act in conflict with these provisions, we can promptly stop the access to the Suitable Connection (temporarily) in whole or in part, terminate the Agreement, and/or take other appropriate measures, while you cannot claim compensation with regard to or refund of fees paid in advance. We also have the right in case of one or more proven violations to charge an immediately payable penalty of Afl. 2,500.- per event, without prejudice to our right to claim full compensation.