

## **GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR RENDERING OF SERVICE**

### **1. OBJECT**

- 1.1. These General Terms and Conditions shall apply to the rendering of service by LAZER, Visão Antenas Lda, with head office at Rua Cristóvão Pires Norte, Edifício Norte, R/C, Loja D, 8135-117 Almancil, with the share capital of € 100.000,00, registered at Conservatória do Registo Comercial de Loulé, with NIPC and registration number 501 949 372..
- 1.2. The terminal equipment of support made available to Customers by LAZER, identified in the Subscription Form (hereinafter "Equipment"), as well as the installation, activation or un-installation of the Service or Equipment are regulated by these General Terms.
- 1.3. The services or components of services that are not expressly regulated in these General Terms and that LAZER will come to provide will be available after the Customer agrees to the Specific Terms applicable posted on-line at [www.Lazerctv.com](http://www.Lazerctv.com). These General Terms will be applicable when necessary.

### **2. DESCRIPTION OF SERVICE**

- 2.1. The Service, supported in IP technology ("*Internet Protocol*"), includes:
  - (i) Access to Internet;
  - (ii) The possibility of making voice calls to national and international numbers, from a fixed number, from and to numbers from the Numbers Plan, as well as receiving voice calls ("Voice");
- 2.2. LAZER will provide, under the Voice Service, free access to emergency numbers and the identification of the caller, as well as the location of the call's origin, in order to make it possible for the emergency services to call back.

### **3. ACCEPTANCE AND ACTIVATION OF SERVICE**

- 3.1. The acceptance to the Service can be made filling in and signing the subscription form and the General Terms.
- 3.2. The Service will be installed and activated on the date agreed on by LAZER and the Customer, in a maximum of 30 (thirty) days from the date the Service was requested and the Terms accepted, except for technical impossibility and Force Majeur.
- 3.3. The Equipment installation will be made by qualified personnel and/ or certified by LAZER; the Customer undertakes to provide the personnel with access to the location, on the date and time agreed and to obtain, when necessary, the authorization from third parties, as well as to be present (or have a representative) at the time of the installation.
- 3.4. The General Terms are considered to have been accepted and the Contract finalized, on the date of the on-line acceptance, with the Customer's signature or with the payment of the first invoice, depending on which comes first ("Date of Acceptance"). The contract starts on the date of the installation of the service, when this one is before the Date of Acceptance.

- 3.5. When the contract is not signed in person, the Customer can terminate it sending LAZER a registered letter with proof of acceptance in 14 (fourteen days) from the Date of Acceptance, in the terms of the applicable legislation.
- 3.6. The installation of the Service at the Customer's home before the end of the 14 (fourteen) days from the Date of Acceptance, mentioned in the previous number, is considered the Customer's agreement to the commencement of the service by LAZER.
- 3.7. If it is not possible for LAZER to install and/ or activate the Service, because of the Customer's impossibility, technical impossibility or Force Major, and the Contract has commenced, it's effects will cease immediately, and no compensation will be due to the Customer for that fact, but LAZER will return the amounts already paid by the Customer, within 15 days counted from the knowledge of the impossibility of the installation and/or activation of the service.
- 3.8. Without prejudice of the set out in the following number, the Customer is exclusively responsible for the termination, before the date of the installation and activation of the Service by LAZER, of any contracts that are incompatible with the rendering of the Service, authorizing LAZER to disconnect the network equipment or infrastructures that are installed and/ or connected at the Customer's home and are incompatible with the installation/ activation of the Service.
- 3.9. LAZER may decide not to activate the Service, namely when:
- 3.9.1. The support infrastructure does not allow the provision of the Service, namely due to the lack of information;
- 3.9.2. The access to the IP network used by the Service is used for other ends that interfere or are susceptible of interfering with the Service, including:
- (i) Alarm systems;
    - (ü) Data-over-Voice services ("DoV") (such as atm payment terminals) or others that use such frequencies;
    - (iii) RDIS primary accesses;
    - (iv) 12Khz Watchdog;
    - (v) Services based on xDSL technology;
    - (vi) Rented circuits or public poles.
- 3.10. In the event foreseen in the previous number the Contract will cease effects immediately after notifying the Customer that the activation did not occur, and clause 3.7 will be applicable with the necessary changes.

#### **4. CONDITIONS OF USE**

- 4.1. The Customer undertakes to observe all legal dispositions applicable to the use of Service, and to observe the rules of use of the Service foreseen in this Contract and/ or available at [www.Lazerctv.com](http://www.Lazerctv.com).
- 4.2. The Customer expressly acknowledges and accepts that the contents he accesses or are made available to him are for his personal and domestic use and may be protected by copyright, so such contents can only be used with an express authorization of the holder of the copyright.

4.3. The Customer undertakes to integrally respect the rights mentioned in the previous number, namely refraining from using the contents accessed that are not strictly personal or domestic and taking any action that may violate the law or the referred copyrights, such as reproduction, commercializing, transmission or making the accessed contents available to the public or any other unauthorized actions.

## **5. RULES OF USE OF THE SERVICE**

### **5.1. INTERNET ACCESS**

#### **5.1.1. NETWORK AND SYSTEM SECURITY**

5.1.1.1. The user is not permitted to violate (or attempt to violate) any authentication system or security that protects the access account, servers, services or networks. The examples of violations include, namely:

5.1.1.1.1. Un-authorized access to third party data (breach of privacy).

5.1.1.1.2. Un-authorized research of vulnerabilities in servers, services or networks, namely the systematic detection of service replies (Scan).

5.1.1.1.3. Entry or entry attempt into machines without the express authorization of the person responsible.

5.1.1.2. The user is not permitted to intentionally interfere in the good functioning of servers, services or networks. These cases include, namely:

5.1.1.2.1. Overload actions, that prevents the normal functioning of the services (Denial of Service).

5.1.1.2.2. Mass sending of packages (Flooding).

5.1.1.2.3. Any type of attempt to block or disturb the service, servers or networks.

5.1.1.3. The interception of data from any network or server is not permitted without the express authorization from the legitimate proprietor.

5.1.1.4. It is not permitted to forge data (introduce, modify, suppress or delete, in total or part), after it has being produced, with the intention of eluding and inducing the receptors of such data in error. The cases of forgery include, but are not limited to:

5.1.1.4.1. Change of IP (IP Spoofing).

5.1.1.4.2. Change of identification of E-Mail messages or News.

5.1.1.5. The user is not allowed to use proxy services without the express authorization of the authorized holder, for traffic control.

## **5.1.2. SERVICE SECURITY**

5.1.2.1. The abusive use of the e-mail can cause inconveniences and problems to other network users, directly or indirectly, jeopardizing the normal functioning of the support services.

Therefore, it is not permitted to:

5.1.2.1.1. Send e-mails to those persons who have expressly declared that they do not want to receive them.

5.1.2.1.2. Diffuse a message or identical messages to a total number of more than 50 addresses, except in special situations duly authorized.

5.1.2.1.3. Send messages over 20 MB.

5.1.2.1.4. The use of other e-mail servers different from those made available by LAZER, without the (express) authorization of the persons responsible.

5.1.2.1.5. The use of "open relay" services to send e-mail messages without the (express) authorization.

5.1.2.2. The sender has exclusive responsibility for the contents of the e-mail messages sent or received.

## **5.2 VOICE SERVICES**

### **5.2.1. DESCRIPTION**

5.2.1.1 The voice service supported by IP technology allow the Customer, through terminal equipment connected to LAZER's cable network, and number (geographic or non-geographic) of the National Numbering Plan (PNN), to receive and make international calls ("Voice Services"). Together with the Voice Service other additional features can be made available, namely the identification of the caller, Voice-Mail and call forwarding.

5.2.1.2 LAZER makes available to users of Voice Service over portable IP the free and uninterrupted access to emergency services (namely using "112"). However, it is not guaranteed the localization of the caller within the Voice Service over IP of portable use.

### **5.2.2. ACTIVATION OF VOICE SERVICES**

5.2.2.1 Without prejudice of the foreseen in the following number, the Voice Services will only be activated if the Customer has requested activation of AMLA's (Associação de Moradores do Litoral de Almncil) television service, if delivery is via coaxial cable.

5.2.2.2 The activation of the Voice Services takes place also if the client has requested the FTTH (fiber to the home) service.

5.2.2.3 The activation of the service is also subject to the following:

- (a) The existence of network coverage, at the geographic address where the Customer has requested installation, by AMLA's TV service.
- (b) The in-existence of connection to the network RITA/ITED, at the installation address

indicated by the Customer, to networks of public commuted telephony used by other operators for the rendering of voice services, when these connections are susceptible of interfering with the quality of the Voice Services rendered by LAZER.

### **5.2.3. QUALITY OF SERVICE**

5.2.3.1 Without prejudice of applying Clause 7 of the General Terms and the quality parameters applicable to Voice Services through IP, the Customer expressly acknowledges and accepts that the IP network, the land telephone lines and the mobile telephone network are public networks for electronic communication and are used by various users, and as such, subject to overloads, therefore LAZER does not guarantee the use of Voice Services supported in the Voice by IP without interruptions, the loss of information or delays, and it is also not possible for LAZER to guarantee the quality of the interconnections of the IP Network to the other land line or national mobile telephone networks.

5.2.3.2 The existence, at the installation of the Voice Service, of connections to other provider's networks that provide Voice Service is susceptible of affecting the quality of the Service provided by LAZER, due to the equipments used, therefore, in these cases, LAZER cannot guarantee quality Voice Service.

### **5.2.4. PRICES**

5.2.4.1 The prices due for the Services are indicated in the Price Table that is Appendix I to these General Terms. (As per Appendix 1)

5.2.4.2 The use of the Services provided by LAZER is subject to a policy of responsible use for it to be possible for LAZER to provide a high quality service to its Customers. Conforming to this policy of responsible use, LAZER reserves the right to adopt measures that are necessary to terminate situations of abusive use of the Services, under the terms foreseen in Clause 9 of the General Terms, without prejudice of using the legal means available when the use is considered to be illicit. The maximum value of responsible use is defined based on the Customer's use profile compared to the Service's base Customers and may vary with the evolution of these profiles.

### **5.2.5. RESPONSABILITY**

5.2.5.1 The Customer expressly acknowledges and accepts that the communications are, as legally admissible, susceptible of being intercepted by the competent authorities.

5.2.5.2 LAZER will not be responsible for damages from interruptions, delays, omissions or interceptions of communications made through the Voice Service that are not directly or indirectly imputable to LAZER.

### **5.2.6. TECHNICAL CONFIGURATIONS**

Due to the innovative character of Voice Service supported by voice through IP and the progressive technological development of these, the Customer expressly acknowledges and accepts that such services may be improved, therefore LAZER may alter the technical configurations of the Service when it is convenient in order to adapt the Voice Services supported by IP technology to technological developments.

## **5.2.7. TERMINATION WITH PORTABILITY**

5.2.7.1 The Customer can request the deactivation of the Voice Services to have the number transferred to another service provider, requesting the deactivation in writing addressed to LAZER and sent to the receiver of the number. Clause 13 of the General Terms is applicable to the termination of the Voice Services.

5.2.7.2 The portability services are provided in accordance to the regulations approved by ICP-ANACOM.

## **6. EQUIPMENT AND INFRA-STRUCTURES**

6.1 The technical team will identify on the installation day the best network solution to install for the Customer, by signing the work sheet presented by the installer, the Customer accepts the installation.

6.2 6.2 When it is not possible to implement the communication infrastructure solution chosen by the Customer in the Subscription Form, an alternative solution will be considered, this solution is accepted by the Customer with the signature of the Work sheet presented to him by the installer.

6.3 The Equipment will be made available to the Customer by purchase. The Equipment will become his property from the date of the invoice payment.

6.4 If the Customer wants to terminate the Contract, he must agree with LAZER a date for the retrieving of its equipment or for the de-installation and removal of the equipment from the place where it is installed, at the expense of the Customer.

6.5 In case that, in the end of the Contract, the Customer does not deliver to LAZER its Equipment in the date for the effect agreed between the parties, or in case of disappearance, deterioration, malfunction or any damages verified in the Equipment imputable to the Customer or the remaining users of the Service, which cannot be considered as a consequence a normal use of the same, the Customer will reimburse LAZER of the value of the Equipment or its repairing, in case this is possible and does not surpass the value of the same, without prejudice of the eventual obligation of compensating LAZER for the damages incurred with such facts.

## **7. TECHNICAL CONDITIONS AND MAINTENANCE**

7.1. Any time LAZER considers it to be necessary or convenient to optimize the Service, to improve connectivity and/ or to adapt the Service to technological developments, LAZER may remotely alter the technical configurations, with no costs to the Customer.

7.2. The Customer cannot repair, modify or, in general, act upon the Equipment, introduce into the network disturbances of any nature or act upon other Equipments and materials connected to it, to, namely, alter the characteristics and/or functionalities of the Service, activate or try the activation apart from proceedings established by LAZER or, in general, access services not subscribed to, being responsible before LAZER and third parties for any damages that arise from such

actions.

- 7.3. The Customer must immediately notify LAZER of any malfunction, loss or disappearance in any way, as well as any faults in the Functioning of the Service, under the terms of Clause 14.
- 7.4. The Customer accepts that LAZER remotely manages the Equipment, allowing the reconfiguration and maintenance of elements of the Equipment without the need of an on site technical team.
- 7.5. LAZER undertakes to repair malfunctions that are not caused by Equipment problems and/ or reinstate the functioning of the service in a maximum of 72 (seventy two) hours from the date when the malfunction or fault was notified by the Customer.
- 7.6. When it is necessary for LAZER to access the Customer's installation for repair, maintenance or other reasons pertaining to the Service, the Customer will agree with LAZER a date and time and obtain the authorizations from third parties, if necessary, and undertakes to be present at the agreed time or to have someone representing him, not being applicable, in the case, the term foreseen in the previous number.
- 7.7. The costs of the intervention, travel, and, when applicable, repair or substitution of Equipment, will be paid by the Customer if the malfunction is directly caused by him or his internal network equipment and cannot be considered a consequence of a normal use of the Service and/or Equipment.
- 7.8. LAZER is not responsible for damages or malfunction of Service resulting from malfunctioning or lack of conservation/ maintenance of network and communication infrastructures, when the maintenance and/or repair interventions did not take place because of the Customer, namely when the Customer's installation is not made available to LAZER's staff.
- 7.9. LAZER guarantees the functioning of the Equipment in the same terms as the Factory warranty or its elements under the applicable legislation.
- 7.10. The Customer expressly acknowledges and accepts that the repair of malfunctions can include the substitution of the Equipment for another technically equivalent. The change in Equipment does not extend the warranty period, it will remain the initially established period, in accordance to the applicable legislation.

## **8. QUALITY OF SERVICE AND COMPLAINTS**

- 8.1. LAZER will provide the Service in a regular way, except in the case of a cut in electrical power, in which case the Customer expressly acknowledges and accepts that the Service will not function, and LAZER is not responsible for that fact. The Voice Service will be provided in accordance with the quality standards and performance objectives that are set and published at [www.Lazerctv.com](http://www.Lazerctv.com).
- 8.2. The Customer expressly acknowledges and accepts that the band width provided

depends on the Customer's equipment and network characteristics, and obeys a logic of dynamic allocation; the conditions of the Service may vary when different component of the Service are used simultaneously.

8.3 The complaints related to the Service must be submitted to LAZER within 30 (thirty) days from the knowledge of the fact that originate the complaint and LAZER will reply within 30 (thirty) days from the complaint.

## **9. SUSPENSION AND REACTIVATION OF THE SERVICE**

9.1. LAZER can suspend or block total or partially the access to the Service when the Customer: (i) does not pay the invoices integrally and on time, (ii) uses the Service for illicit activities, (iii) does not comply to the dispositions of this Contract or (iv) when the suspension was ordered by an administrative or judicial authority.

9.2. In the cases of (i) and (iii) of the previous number, the suspension of the Service will be preceded by a written warning 10 (ten) days prior, informing of the motive for the suspension. The Customer has that deadline to end the cause for the suspension.

9.3. The Service will be reactivated when the cause for the suspension/ blocking ceases or with permission or order by an administrative or judicial authority, depending on the case; the costs of reactivation are paid by the Customer when the suspension was caused by him. LAZER can also request payment of the costs of the Service suspension, without prejudice of its right to compensation.

9.4. The Contract can be terminated by LAZER on the last day of the month following the month where the suspension took place if, in the meantime, the fact that caused the suspension has not ceased.

9.5. LAZER can also suspend the Service when necessary to correct malfunctions or when maintenance or development interventions to the network or information support systems are necessary, in which case the notice foreseen in number 8.2. is applicable when it is possible for LAZER to predict the need of such actions. In these cases the suspension of the Service for periods of more that 72 (seventy two) hours, caused by motives of LAZER's responsibility, there may be a reduction of the Customer's invoice in the terms of Clause 11.1., of the amount that corresponds to the duration of the suspension. LAZER does not assume any responsibility for the unavailability of the Service, whatever the duration when it is caused by facts of the Customer's responsibility.

## **10. PERSONAL DATA**

10.1. The personal data obtained under this Contract will be treated in accordance to the applicable legislation and are for LAZER's use. LAZER is responsible for the treatment of the data for management of the contractual relationship with the Customer.

10.2. The personal data can also be used, as authorized by the Customer, for market studies, evaluation survey and for the promotion and commercialization of LAZER's services or products, namely through offers of interest to the Customer's profile.



10.3. LAZER hereby informs the Customer that, in the case of default payment of any invoice, LAZER can include the Customer's personal data in a shared database, created under the terms of article 46 of Law nr 5/2004, of February 10, that allows the identification of Customers with default payments. When the inclusion occurs it will be notified to the Customer within 5 (five) days.

10.4 The Customer has the right to access, rectify and update his personal data, using the contact information indicated in Clause 14.2.

## **11. PRICING AND INVOICING**

11.1. Without prejudice of the foreseen in the following numbers, the Customer will pay LAZER a monthly fee for the telephone Service provided calculated in accordance to the price table applicable at the time, available at [www.Lazerctv.com](http://www.Lazerctv.com).

11.2. The following are not included in the monthly fee referred to in 11.1 the acquisition or installation and disassembling of equipment for repair or maintenance. These will be invoiced by LAZER in accordance to the applicable price list, available at [www.lazerctv.com](http://www.lazerctv.com), with the invoice of that month.

11.3. LAZER the Customer monthly a detailed print invoice, in the amount that results from the monthly fee mentioned in Clause 11.1. plus VAT at the applicable rate.

11.4. The Customer must integrally pay the invoice, within fifteen days. If there is a delay in payment of any amount due by the Customer to LAZER LAZER reserves the right to suspend the Service, under Clause 9, as well as the right to terminate the Contract.

11.5. The updated information on pricing and plans applicable is available at [www.lazerctv.com](http://www.lazerctv.com).

## **12. RESPONSABILITY**

12.1. LAZER is not responsible for damages caused by non-compliance or faulty compliance to the Contract when not caused directly or indirectly purposefully by LAZER. LAZER is not responsible, namely, for (i) damages caused by the Customer or third parties, (ii) non-compliance or faulty compliance that result from decisions from administrative or judicial authorities or (iii) non-compliance or faulty compliance that result from Force Major, that is, situations of an extraordinary or unpredictable nature, exterior to LAZER and that cannot be controlled, such as fires, electricity cuts, explosions, wars, riots, civil insurrections, government decisions, strikes, earthquakes, floods, other natural cataclysms or other situation not controllable by LAZER that impede or harm the compliance to LAZER's obligations under the Contract.

12.2. The Customer expressly acknowledges and accepts that LAZER is not responsible for the content of information or any data available or received through the Service of which LAZER is not the creator, such as portals or sites accessed and messages exchanged.

12.3. LAZER guarantees that the network used for the Service complies with the necessary requisites and is adequate for the safety of the Service and the network itself. LAZER cannot,

however, guarantee its inviolability by unauthorized third parties. The Customer expressly acknowledges and accepts that LAZER is not responsible for damages that result from an unauthorized use of the Service, including situations where such use is the Customer's, namely when the Customer does not install the adequate software to protect the access to the Service, or for the actions of any third parties, namely with the use of the Customer's access codes.

### **13. CONTRACT PERIOD AND TERMINATION**

- 13.1. The Contract commences on the Commencement Date for a minimum period of 1 (one) year) and is automatically renovated for an unlimited period unless it is terminated under the terms of the following number.
- 13.2. Each party can, after the initial period of 1 (one) year, freely terminate the Contract, sending a written communication with that content to the postal address of the other party at least 30 (thirty) days prior to the date when he intends the deactivation of the Service, without prejudice of the foreseen in Clause 14.5. The termination of the Contract will come into effect on the date of the deactivation of the Service. There is no right to a compensation, notwithstanding the LAZER's right to receive all amounts due for the provision of the Service until the date when the termination comes into effect.
- 13.3. Either party can terminate the Contract in the case of non-compliance or faulty compliance of their obligations under the Contract by the other party.
- 13.4. The consumer can terminate the contract at any time, with a 30 days notice. No amount already invoiced and paid will be reimbursed.
- 13.5 The termination of the contract comes into effect 30 (thirty) days after the reception by one party of a written communication sent by the other to the postal address of the first, stating the reasons for the termination, all rights and obligations are immediately extinguished.

### **14. COMMUNICATION BETWEEN THE PARTIES AND CHANGES TO THE CONTRACT**

- 14.1. Notwithstanding other forms of communication mentioned in these General Terms, LAZER's notifications to the Customer regarding the Service, including changes to these General Terms, can be sent to a postal address, e-mail address, SMS or using any other contact made available by the Customer to LAZER.
- 14.2. To communicate with LAZER, including notifying of malfunctions or making complaints, the Customer may use the contacts indicated on the site [www.lazerctv.com](http://www.lazerctv.com).
- 14.3. For judicial service or notifications, namely when legal proceedings are initiated for the payment of due invoices, the parties agree that the postal address given with the Subscription Form will be used, considering any changes it may be subject to under the terms of this Clause.
- 14.4. The Customer undertakes to notify LAZER in writing of any change in address within 15 days.
- 14.5. Any changes to the Contract, including changes in the applicable price list, will, notwithstanding Clause 4.5., be divulged, in writing, by LAZER to the Customer with 30 (thirty)

days notice. The Customer can terminate the Contract sending such intention in writing to LAZER at least 10 (ten) days before the date on which the change is to have effect. In this case no penalties will apply, even if the termination occurs in the one year initial period of the Contract.

## **15. JURISDICTION AND APPLICABLE LAW**

15.1. Without prejudice of recurring to judicial or arbitrary tribunals and to the entities responsible for the defence and promotion of consumer rights, namely the “Direcção-Geral do Consumidor”, the Customer can seek, for conflicts emerging from the Contract, arbitration and mediation mechanisms that have been or will be legally created, as well as filing complaints at LAZER for actions or omissions that violate legal disposition applicable to the provision of the Service.

15.2. The Portuguese law is applicable to this Contract.

## **16. APPROVAL**

These General Terms were approved by ICP-ANACOM- National Authority for Communications, for approval under the terms of nr. 4 of article 39 of Law nr 5/2004 of February 10.