

**SPECIAL CONDITIONS FOR AUDIOVISUAL SERVICE SUPPLY****1. General provisions**

These Special Conditions for Telephony Service Supply („Service”) provided by INES are subordinated to the General Conditions series F and are part of the Contract, as it is defined in the General Conditions.

**2. Service**

**2.1.** The Audiovisual Service is provided to the Beneficiary in conformity with the present Special Conditions and the Fees and Services Appendix and includes TV channels available and provided inside the basic package INES TRIPLE PLAY, as it is detailed at its location or on its web pages.

**2.2.** INES provides the Service according to the technical parameters and in the locations specified in the Fees and Services Appendix. Installation Service is available after payment of the fees specified in Annex Rates and Services and if any technical installation conditions and after obtaining the necessary authorizations, as applicable.

**2.3.** The TV programs schedule included in the basic package which is transmitted through the Service may be modified, an updated schedule being available at anytime on its own website [www.inesiptv.ro](http://www.inesiptv.ro).

**3. Technical conditions for the service supply**

**3.1.** INES will install the optical fibre individual circuit in order to facilitate installation of the audiovisual service, based on the minutes of Service commissioning, within maximum 21 days following signing of the Contract.

**3.2.** INES guarantees the proper operation of the optical fibre circuit during the contractual period. This warranty is not valid if the defects are due to unauthorized interventions by Beneficiary or by any person not authorized by INES, cases in which the Beneficiary shall bear the cost of repair and/or replacement of the circuit.

**3.3.** On contracting any audiovisual product, INES will inform the Beneficiary of the technical conditions to be fulfilled by the TV receivers used by the Beneficiary in order to receive full contents of the respective audiovisual product and/or service.

**3.4.** INES undertakes to periodically check the network signal by means of a reception apparatus in good working state or by means of a standard TV set.

**3.5.** In case of scheduled technical revisions, INES announce by any means of communication, 24 hours prior to such revisions.

**4. Fees**

**4.1.** The fees of the provided audiovisual products and/or services are set out in INES Fees and Services Appendix. The IP television service is marketed within INES TRIPLE PLAY package comprising three distinct services: internet access, telephone and TV programs retransmission. The percentage of the TV component value in the subscription afferent to this service is 3.8%.

**4.2.** Fees may be changed in accordance with the General Conditions.

**5. Invoicing, Payment**

**5.1.** The invoicing and payment methods for the provided Service are stipulated in INES General Conditions of Supply. The payment of the fees for the contracted services does not exempt the Beneficiary from the payment of fees due to TVR and SRR (national public television radio broadcasting stations), as required by the law in force, or to other bodies related to the copyright.

**5.2.** In case of purchasing the Service together with other related services/related under an INES special promotional offer, the Beneficiary is required not to terminate the contracted Audiovisual Service during the initial minimum period specified in the Contract (24 months), otherwise the Beneficiary shall be liable to pay the charge for the related services/products sold along with the Service and the penalties referred to in Art. 11 (2) of the General Conditions. **5.3.** The monthly fees for audiovisual products are reduced by the amount for the period of interruption of their reception in case the interruption is longer than the remediation period and is caused by INES fault or by the amount for the period during which the Beneficiary has not received the services for reasons beyond its control.

**5.4.** If the announced defects which for which the Beneficiary is not liable are not remedied within the stipulated time-term, although the technical nature of the fault allows the remedy within this term, the monthly fee for the affected services/products will be reduced pro-rata according to the number of days for which the service was unavailable, an amount to be stipulated in the following invoice issued.

**6. Interruption and/or suspension of the Service.**

**6.1.** For payment delays exceeding 60 days from the due date of the first unpaid invoice, INES may interrupt/suspend the Service until the payment by the Beneficiary of all due and outstanding obligations.

**6.2.** The Beneficiary may request the service suspension, for a period not exceeding 30 days, unless the Beneficiary has no due and unpaid debts on the request date.

**6.3.** The Beneficiary may be required to return the materials and devices belonging to INES throughout the Service suspension period.

**6.4.** After the expiration of the requested suspension period or at any time during the suspension period the Beneficiary shall request in writing the reconnection to the network, the service being put into operation according to the terms established in the General Conditions.

**7. Quality of the Service**

INES guarantees the proper operation of the Service on condition the Beneficiary uses the system and the recommended equipment specified in the Fees and Services Appendix and if the Beneficiary observes the instructions received on the date of the Contract signing and of the Service installation.

**8. Liability. Limitations**

**8.1.** INES is not liable for any (direct or indirect) loss, loss of opportunity or business opportunity or loss of profits by the Beneficiary or third parties with whom the Beneficiary has contract relations, as a result of the malfunction or improper operation of the Service. The only remedy that may be requested by the Beneficiary is to be proportionately reduced the monthly subscription according to the non operation periods, provided the signed contract should specify the payment for a monthly subscription.

**8.2.** The Beneficiary has acknowledged and understood that INES does not control and has no responsibility regarding the contents of the communications transmitted through the INES network.

**8.3.** The Beneficiary shall use the Service in accordance with the Contract provisions and with the laws in force. In this regard, the Beneficiary is forbidden, without limitation, to intercept, to monitor, to delete, to destroy or modify any communication which is not intended for or does not belong to the beneficiary, to send unsolicited commercial messages not allowed by law, or to fraudulently use the Service.

**8.4.** The Beneficiary shall immediately notify INES in writing of any unauthorized and/or fraudulent use of the Service.

**8.5.** The Beneficiary shall provide INES access to its facilities for the technical interventions related to the proper operation of the Service.

**8.6.** The Beneficiary undertakes not to use equipment unauthorized by INES and not to modify the equipment or any other installations made by INES for the Service operation.

**8.7.** INES is not responsible under the following circumstances:

- variations in electric voltage from the nominal voltage, through the power distribution network;
- accidental or programmed disconnections of power supply in any point of INES network;
- temporary signal stop caused by works carried out by local or national providers of public services and utilities;
- disturbance due to radio interference caused by external electrical interference;
- reception and implicit retransmission of a weak signal due to the faulty propagation of the signal received from earth stations or from the satellite, due to inclement weather or due to defects in the chain of terrestrial or satellite transmission;
- bad weather conditions (rain and heavy snow, high winds, lightning, etc.) that causes disturbances in the propagation of signals or interrupt their transmission;
- poor reception of signals, due to the lower performance of the Beneficiary receiver/receivers or to their failure/damage;

- voluntary or accidental destruction of components, change of the configuration of the optical fibre individual circuit component and of the network by the Beneficiary;
- network or individual optical fibre circuit malfunctions due to the intervention by persons unauthorized by INES;
- faults due to the unauthorized distribution of INES signal made by the Beneficiary or by third parties.

**9. Service failures. Complaints.**

9.1. INES will continuously take all efforts to provide the Service with minimum interruption, except that some interruptions, delays or other malfunctions of the Service may be due to reasons beyond the control of INES (third-party providers access to the Internet, electricity etc.)

9.2. INES Service is available for the Beneficiary 24 hours of 24, 7 days out of 7. The telephone technical support is provided 24 hours on 24, 7 days out of 7 on the phone no. 031.620.20.20 and interventions that require travel, from Monday to Friday, between 9:00-18:00, except on holidays. Technical assistance requested by the Beneficiary to remedy defects not due to INES, and any additional services will be charged with 25 EUR/hour + VAT.

9.3. INES undertakes to remedy any claimed defect within 3 hours if the complaint is reported and registered at INES support centre during the business hours (Monday-Friday from 9:00 to 18:00) or up to 12:00 of the first business day if the complaint is reported and registered after the business hours.

9.4. Interruption of supply is considered any unannounced service interruption lasting for more than 10 minutes. Not be taken into account:

- Interruptions to perform works for the network and equipment maintenance/replacement, announced by INES to the Beneficiary at least 48 hours in advance. They will have a maximum duration of 5 hours/week and INES will take care they should be performed between the 0:00 and 5:00 A.M.
- interruptions due to the Beneficiary or third parties and for which INES is not bound responsible.
- Interruptions due to transmission disruption caused by electromagnetic fields off the INES network.
- Interruptions caused by force majeure.

9.5. The interruption duration is counted from the moment the Beneficiary announces by phone the malfunction (at which time the Provider will give the notification a registration number, mentioning the exact time of receipt) until the Service has been restored to normal operation.

9.6. INES may grant a discount that will be calculated in proportion to the total duration of the malfunction within the invoicing period according to the calculation methodology valid at a given time.

9.7. The deduction granted by INES is at maximum equal to the fees corresponding to the Service invoicing period.

9.8. INES will highlight any deduction for the interruptions during the previous invoicing period in the following invoice communicated to the Beneficiary. If the Beneficiary does not agree with the amount of the deduction, the Beneficiary may request in writing, before the invoice due date, the verification of the period of the Service discontinued providing during the previous month. After the verification, the parties shall jointly agree in writing on the invoice deduction amount.

9.9. To remedy defects due to interventions of persons unauthorized by INES, to the unsealing, damage or misuse of the equipment, to the destruction or theft of parts (including portions of optical fibre) proved to be the fault of the Beneficiary, the beneficiary shall pay INES the value of any destroyed or missing materials and subassemblies, as well as the value of the workmanship for the restoration of INES network.

9.10. This chapter shall not apply if the Service interruption or degradation is caused by the equipment, software configurations or network of the Beneficiary. The Beneficiary complaints are solved by INES in the above terms, to the extent to which the Beneficiary has paid to date all charges for the purchased products.

**10. Content of the Service. Service changes**

10.1. The content of the audiovisual products and/or services and the technical standards grounding the Service supply are displayed on its own Internet website, at INES headquarters / commercial offices and may be shared at any time at the Beneficiary request.

10.2. The change of the content and standards of the Service is made by INES, depending on its commercial and development policy, on the market demand, on the technical conditions imposed by the regulations in force, on the regular audience surveys, and depending on other factors.

10.3. Any modification to the content of the audiovisual services will be communicated to the Beneficiary through information posted at INES headquarters, on INES websites or by any other means of communication.

10.4. The minimum number of TV channels included in the basic tier of the Service is 100. Information on the tv station mix included in the subscription is available on [www.ines.ro](http://www.ines.ro).

**11. Interdictions**

11.1. The Beneficiary is forbidden to redistribute to third parties the signal transmitted by INES.

11.2. The Beneficiary is forbidden to connect to INES network if previously disconnected as a result of a breach of the contractual clauses by the Beneficiary.

11.3. The Beneficiary is forbidden to damage or to interfere in any way with INES network or to induce jitter on the network. These facts will be brought to the state authorities for sanctions.

11.4. If the Beneficiary has been disconnected due to a violation of any interdiction, INES will proceed to the reconnection only at the written request of the Beneficiary, after the payment of any outstanding amounts, damages, penalties for late payment and of the fee for reconnection stipulated in the Fees and Services Appendix.

**12. Other clauses**

12.1. The audiovisual products and/or services provided under the Contract may contain one or several TV programs unsuitable to minors, distributed in accordance with the applicable laws, the Beneficiary assuming full responsibility in case such contents are viewed by minors.

12.2. The Beneficiary is not entitled to use or record, for commercial purpose, programs received via INES network otherwise than according to the law and with the written approval by INES. The Beneficiary shall immediately announce INES in case of acknowledgment/finding of unauthorized distribution of the signal by a third party.

12.3. The Beneficiary will grant access to the location for the INES employees who have personalized badges so that they should find the infringement, or not, of any of the mentioned interdictions. In case the Beneficiary refuses the access to the location, this shall be deemed admitted breach of the contractual terms, for which the Beneficiary will be immediately disconnected from the network, its outstanding obligations not being affected, and INES reserves the right to make criminal complaint.

12.4. In case of conflict between the terms of these Special Conditions and the General Conditions, the Special Conditions shall prevail.

These Special Conditions bear a certified date further to their registration in the registry of the Law Firm Luminita Negoescu under no. **445** dated **05/25/2018** and will take effect starting on **05/25/2018** and are part of the service contract Series F. The contracts signed after the effective date will be applied these Special Conditions, until the issue of other conditions. The compliance of the signed counterpart with the certified date may be checked by accessing the website [www.ines.ro](http://www.ines.ro).

<p><b>INES GROUP S.R.L.</b> By the Sales Representative [signature and stamp]</p>	<p><b>Beneficiary</b> By the Legal Representative [signature]</p>	<p>[Stamp]</p>
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