

APPLICANT DETAILS

معلومات عن المشترك

First Name الاسم	Middle Name الاسم الأوسط	Last Name الاسم الأخير
Company Name (If applicable, a copy of the commercial circular is required) إسم الشركة (يرفق نسخة عن الإذاعة التجارية للشركات)		
Phone Number رقم الهاتف الثابت	Mobile Number رقم هاتف محمول	E-mail Address بريد إلكتروني
Caza القضاء	City/Region المدينة/المنطقة	Street الشارع
FDU Number رقم الموزع في البناية	Property Number رقم العقار	Section Number رقم القسم
Current Internet Service نوع خدمة الإنترنت الحالية	Current Internet Provider مزود الإنترنت الحالي	IDM Username* إسم المستخدم لدى IDM

*Required for IDM current active customers only.

MONTHLY PLAN SELECTION

إختيار الخدمة الشهرية

Fiber to the Home Plans

- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> Fiber-50GB
31,000LBP | <input type="checkbox"/> Fiber-100GB
46,000LBP | <input type="checkbox"/> Fiber-200GB
69,000LBP | <input type="checkbox"/> Fiber-300GB
75,000LBP | <input type="checkbox"/> Fiber-400GB
100,000LBP |
| <input type="checkbox"/> Fiber-500GB
120,000LBP | <input type="checkbox"/> Fiber-600GB
146,000LBP | <input type="checkbox"/> Fiber-750GB
182,000LBP | <input type="checkbox"/> Fiber-1,000GB
240,000LBP | |

Additional GB price is 1,500LBP/GB for prepaid customers and 1,000/GB for postpaid customers.

SETUP & INSTALLATION

تأسيس وتوصيل الخدمة

- | | |
|---|------------|
| <input type="checkbox"/> setup, installation & Fiber Optic Wi-Fi n modem | 300,000LBP |
| <input type="checkbox"/> Setup, installation & Fiber Optic Wi-Fi ac modem | 375,000LBP |

ADDITIONAL OPTIONAL SERVICES

خدمات إضافية إختيارية

- | | |
|---|--|
| <input type="checkbox"/> Unlimited Night 36,000LBP/month* | <input type="checkbox"/> Parental Control 1,500LBP/month |
|---|--|

*Unlimited Night is between 00:00 and 07:00. This service is only available for the 300GB plan or higher.

The above additional services must be activated online through Account Management or using our Mobile Application.

PAYMENT METHOD

طريقة الدفع

- | | | |
|--|--|--|
| <input type="checkbox"/> Bank Domiciliation - Capped | <input type="checkbox"/> Bank Domiciliation - Uncapped | <input type="checkbox"/> Pre-paid (Pre-paid cards or Online Payment) |
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IMPORTANT INFORMATION

معلومات هامة

- Subscription should be renewed regularly and on a monthly basis.
- The term of this agreement is for a 1 year period as of the CPE installation and account activation.
- In case the service is not renewed, IDM reserves the right to transfer the assigned port to another subscriber. (Noting that in-building port availability is limited)
- A 1,500LBP collection charge applies on monthly payments made under Bank Domiciliation option.
- All prices mentioned in this document are subject to 11% VAT.

DELEGATION AND COMMITMENT

تفويض وتعهد

أنا الموقع أدناه حامل الهوية اللبنانية رقم سجل رقم محافظة/قضاء/محلة.....

أطلب و على مسؤوليتي الشخصية من شركة إنكونت داتا منجمنت ش.م.ل أو أي شركة معتمدة و من قبلها توصيل خدمة الألياف البصرية الى القسم الذي أشغله بصورة قانونية في البناء المذكور أعلاه، بغية الإتصال بشبكة الإنترنت. وأفوض كافة الصلاحيات لشركة إنكونت داتا منجمنت ش.م.ل أو أي شركة معتمدة من قبلها بإجراء المقتندي الذي يتطلبه إنهاء هذه الأعمال بأي صورة أو طريقة كانت بما في ذلك التمديدات والدخول الى القسم المذكور والأقسام المشتركة في البناء متعهدا بتأمين كافة المتطلبات لتسهيل ذلك. كما أبرئ ذمة شركة إنكونت داتا منجمنت ش.م.ل أو أي شركة معتمدة من قبلها أو أي من الموظفين المعتمدين من قبل هذه الشركات من أي حق أو مطلب أو مساءلة قانونية أو قضائية، سواء كانت مني شخصيا أو من أي شخص آخر، بسبب أي عمل أو خطأ أو ضرر ناتج عن هذه الأعمال، بصورة أنية أو بصورة لاحقة. متعهدا بالحلول مكان شركة إنكونت داتا منجمنت ش.م.ل أو أي شركة معتمدة من قبلها وكفالتها والتعويض عنها لأي مساءلة أو دعوى مقامة عليها، من أي شخص أو جهة، بسبب الأعمال المنوّه عنها أعلاه.

SIGNATURE

التوقيع

Read and Approved the content of this Application Form and the General Terms and Conditions annexed to this Application Form. (Note that our Terms and Conditions are regularly updated on our website)

بعد الإطلاع و الموافقة على مضمون هذا الطلب و على الشروط العامة للخدمة المرفقين بهذا الطلب. (ملاحظة: إن شروط و بنود الخدمة يتم تحديثها بشكل مستمر على صفحتنا الإلكترونية)

Date: / /

Applicant's Signature:

FOR INTERNAL USE

خاص بالشركة

Ref	الرقم التسلسلي	Dealer Number	رقم الموزع	Sales Person	مندوب المبيعات
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General Terms & Conditions

1. DEFINITIONS

In this Agreement, unless otherwise indicated by the context, the following terms shall bear the following meanings:

"**Agreement**" shall mean the General Terms & Conditions, the Application Form and the Policies.

"**Application Form**" shall mean the application and order placed by the Customer with the ISP and all annexes attached thereto for the provision of Fiber To The Home services "FTTH" and incorporated as an integral part of this Agreement.

"**CPE**" shall mean the Customer Premises Equipment such as Optical Network Terminals "ONT" or Fiber Optic modems.

"**Fees**" shall mean the connection charges, monthly subscription fees, usage charges, equipment cost and any other charges pertaining to the provision of the FTTH services and any other services provided to the Customer under this Agreement as described in the Price List.

"**Commencement Date**" is the date of the CPE installation at the customer's premises.

"**Customer**" is the end-user who subscribes to the FTTH service through the appropriate channels of the ISP.

"**FTTH**" abbreviation for "Fiber to the Home" shall mean the access network based on the Fiber Optic technologies.

"**DSP**" is the Data Service Provider that collects & routes Internet traffic between the Customer premises and the PoP (Point of Presence) of the ISP.

"**ISP**" shall mean Inconet Data Management s.a.l., the Internet Service Provider that sells the FTTH Services to Customer;

"**Installation**" shall mean the installation of the CPE [on a location].

"**License**" shall mean the license granted by the Lebanese Ministry of Telecommunications to the ISP allowing the offering of Internet and related services.

"**Policies**" shall mean services policies issued by the ISP from time to time which are communicated to Customer through posting on the ISP's website or sent by e-mail, said Policies shall be considered as an integral part of this Agreement.

"**Price List**" shall mean the Price List form incorporating the Fees and posted on the ISP's website, as may be modified by ISP from time to time.

"**Service**" shall mean access to the Internet via the FTTH network.

"**Term**" shall mean the term of this Agreement as indicated on the Application Form, commencing on the Commencement Date.

2. GENERAL TERMS AND CONDITIONS

2.1 This Agreement shall be effective on the Commencement Date and shall continue in force during the Term.

2.2 This Agreement defines the terms and conditions under which the ISP provides the service to the Customer and under which the Customer accesses and uses the Service.

2.3 The signature of the Application Form implies the consent of the Customer of these General Terms & Conditions.

2.4 This Agreement may be terminated:

- by the Customer by giving to ISP a written notice of termination not less than 30 days before the expiration of the Term or any renewals thereof (as the case may be); or
- by the ISP, immediately upon a written notice to the Customer and without recourse to the competent jurisdiction in the event of termination or expiration (for whatsoever reason) of the License.
- by the ISP, without the need of a prior notice to Customer and without recourse to the competent jurisdiction in case Customer commits a breach of the terms and conditions of this Agreement and/or the Policies, including but not limited to failure to settle the payments of any Fees due hereunder.
- by the ISP, without the need of a prior notice to Customer and without recourse to the competent jurisdiction in case Customer commits a breach of the terms and conditions of this Agreement and/or the Policies, including but not limited to failure to settle the payments of any Fees due hereunder.

2.5 The Application Form placed by the Customer with the ISP is subject to ISP's approval, such approval to be at ISP's sole discretion. Customer hereby represents and warrants that all information provided by the Customer in the Application Form is true and accurate.

3. ISP LIABILITY

3.1 The ISP shall use its best endeavors to promptly comply with installation requirements of the CPE (if any). However, in no event shall the ISP be liable to the Customer for any delay, cancellation or disapproval thereof.

3.2 Notwithstanding anything to the contrary in this Agreement, the Services are provided on an "as is" and "as available" basis and the ISP does not guarantee or warrant that the Services will be uninterrupted and/or error-free. Internet access provided through the Services may vary or fail altogether due to factors which are not within the control of the ISP such as, but not limited to, [atmospheric, geographic, or topographic conditions, network signal quality and interference], DSP technical problems. The Customer hereby acknowledges and accepts that the Services may be interrupted or may fail from time to time.

3.3 In no event the ISP shall be liable for any loss or damages suffered or incurred by the Customer arising from or in connection with the provision or the use of the Services hereunder whether direct, indirect, incidental, special, or consequential loss including loss of profit, revenue, anticipated savings or business, data or goodwill, value of any equipment including software, claims of third parties and costs and expenses associated with or incidental to any of the foregoing or caused by any negligent act or omission on the part of ISP, its employees or agents.

4. CUSTOMER LIABILITY

4.1 The Customer shall be responsible for obtaining all necessary approvals imposed by the competent authorities in relation to the supply, delivery and/or Installations of CPE hereunder, and the Customer shall indemnify the ISP against any claims, losses or liabilities suffered by the ISP which are related to or derived from Customer's non-compliance with the terms of this Clause 3.3.

4.2 All risks related to the CPE supplied and delivered by the ISP under this Agreement shall pass to the Customer upon delivery and Installation.

4.3 If the CPE is lost, stolen, damaged or transferred to a third party, the Customer shall immediately notify the ISP in writing and until such notification, the Customer shall remain liable for all costs and Fees pertaining to such CPE. ISP shall, as soon as reasonably possible, replace the CPE. The cost of any such replacement of CPE shall be solely on the Customer's account. Any loss, theft, damage, transfer and/or the replacement of the CPE for any reason whatsoever shall in no event be deemed to constitute a termination of this Agreement, which shall continue to be of full force and effect.

4.4 The Customer hereby undertakes to and warrants that Customer:

- shall not use nor allow the Services to be used for any improper, immoral or unlawful purposes, nor in any way which may cause injury or damage to persons, entities or properties or an impairment or interruption to the Services. Customer shall be liable for any unlawful or unauthorized use of the Services hereunder, even if it was used by a third party.
- shall not re-sell the service to a third party.
- shall not re-distribute the service or allow access for any entity outside the Customer premises.
- shall only use the CPE provided by the ISP in compliance with all relevant laws and regulations and all directives and Policies issued from time to time by the ISP relating to the use of CPE and the Services.

4.5 The Customer shall indemnify and keep the ISP, its employees, shareholders and agents indemnified against any and all claims, costs, damages, expenses, liabilities, demands and losses which the ISP may suffer or incur as a result of or in connection with any claim relating to the Customer's and/or any other person's use of the Services through the Customer's account(s), including without limitation, claims for defamation, infringement of copyright or any other intellectual property rights, or in connection with Customer's breach of any term, condition, undertaking and warranties hereunder.

5. FAIR USE POLICY

5.1 The Services are made available at a reasonable cost based on the principle of sharing resources among Customers; To ensure that all Customers have an enjoyable experience while using the Services, a Fair Use Policy described below is applied, while maintaining the unlimited aspect of the Services.

5.2 The ISP defines UNLIMITED ACCESS for the Services as being on the Internet as often as you want, for as long as you want. In this sense, the ISP will be tracking Internet use (capacity and not content) by Customer's account over time to ensure that acceptable limits are not exceeded by a given account during a subscription cycle. Permissible limits are posted on the updated price list on the website of the ISP. Customers exceeding those limits will have their Service access speed slowed down to (●) Kbps down and (●) up for the remaining of the month, unless they recharge their account.

6. FEES

6.1 In consideration of the provision of the Services, the CPE and any other services supplied by the ISP to the Customer hereunder, the Customer shall effect payment to ISP of the applicable Fees, as described in the Price List and whether or not the Services have been, or are being used by the Customer.

6.2 ISP may, at its own discretion, modify future fees, either in whole or in part, with effect from the date specified in such notice.

6.3 Unless otherwise instructed by the ISP in writing, Customer shall effect all payments hereunder directly to the ISP.

6.4 At any time during the Term of this Agreement, ISP may request a security deposit from Customer, equal to the amount freely set by the ISP in the following, but not limited cases: payment incident and Customer's consumption exceeding the usual rate according to ISP's criteria. Said security deposit shall be handed back to Customer (after the deduction of any Fees due by Customer under this Agreement) within six (6) months as of termination or expiration of this Agreement. If the required security deposit has not been secured on the dates set by ISP, this Agreement shall end on such date without the Customer being entitled to claim any compensation whatsoever.

6.5 The ISP provides the Customers with different methods of payment depending on their chosen service plans. Post-paid accounts will have monthly invoices issued for automatic bank withdrawal. Unless otherwise specified on the invoice, issued invoices are formal notices to pay within 10 days at most as of the issuance date. Invoices comprise the monthly subscription fees and the usage cost and when applicable the cost of CPE, adjustments, and taxes, etc. Unless otherwise agreed in writing by the parties, invoices to be sent to the Customer at his bank address.

7. INTERRUPTION; SUSPENSION; TERMINATION

7.1 ISP may at any time, without notice to the Customer suspend or interrupt the Customer's access to the Services in the event that any modification, maintenance or remedial works are required to be undertaken pertaining in any manner whatsoever to the Services or. The ISP will endeavor to inform the Customer in the event of planned maintenances.

7.2 In case the Customer fails to pay in total or in part any invoices under this Agreement, the ISP reserves the right to immediately suspend the Customer's account and/or terminate this Agreement and to take all necessary measures in order to recover the due sums, in particular those mentioned in Clause 5 here above.

7.3 ISP reserves the right to immediately suspend Customer's account and/or terminate this Agreement in case Customer breaches any terms and conditions of this Agreement and/or the Policies. In case of Customer's account under a postpaid plan, any suspension or termination hereunder shall not affect the right of ISP to receive the applicable Fees until the end or termination of this Agreement.

8. CPE WARRANTY

Warranty of CPE provided by the Services provided hereunder excludes damages caused by abnormal use or conditions, misuse, neglect, abuse, accident, improper handling or storage, exposure to moisture, unauthorized modifications, alterations, or repairs, improper installation, improper use of any electrical source, undue physical or electrical stress, operator error, non-compliance with instructions or other acts which are not the fault of ISP. It also excludes damages from external causes such as floods, storms, fires, sand, dirt, earthquakes, Acts of God, and exposure to sunlight, weather, moisture, heat, or corrosive environments, electrical surges, battery leakage, theft, or damage caused by the connection to other products not recommended for interconnection by ISP. ISP reserves the right to determine the cause of the damage and, at its sole discretion, to replace or repair the CPE.

9. APPLICABLE LAW AND DISPUTE SETTLEMENT

The interpretation of this Agreement and the rights and obligations of the parties and all questions relative to the execution, validity and performance thereof, shall be governed by and interpreted in accordance with the laws of the Republic of Lebanon. All disputes arising out of the interpretation or execution of this Agreement shall be settled by the Beirut Courts.