

WISE ADSL Service Agreement

This is your agreement with MOSCANET for the provision of "WISE ADSL" service (the "Service") in accordance with the order form submitted by you to us, the terms and conditions set forth below (the "Terms"), including other policies that MOSCANET may adopt and amend from time to time and post at www.wise.net.lb.

1. Service and Invoices. You agree to purchase and pay for the Service as set forth in the Order Form, which will be binding on you if signed and delivered to MOSCANET or its agent, or if you electronically accept the terms of the Order Form. MOSCANET will bill you for Equipment and installation, and will bill you thereafter for recurring monthly charges in advance (charges to be applied to your Card or Bank's current account). You agree to pay all of the fees described in the Agreement. In addition to the charges for Service, you will be responsible for all applicable taxes, current or future as may be imposed by the Lebanese Government. Unless otherwise agreed in writing, MOSCANET will bill you for all charges relating to the Equipment or the Services by charging the credit card ("Card") account you provided to MOSCANET or by debiting your bank's account as per the instructions on the attached Automatic Debit Letter. You must provide MOSCANET with the accurate and complete billing information including legal name, address, telephone number, and credit card / billing information and report to MOSCANET all changes to this information within thirty (30) days of the change. You are responsible for any change to your account.

2. Billing Disputes. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old. Charges are billed to your credit cards or bank account, as applicable, each month for the basic service and any additional usage or services. MOSCANET is not responsible for any charges or expenses that your Bank or Card issuer may charge (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from the charges billed by MOSCANET.

3. MOSCANET's Responsibilities. MOSCANET's responsibility for the Service ends at the Equipment MOSCANET will not in any way be responsible for any software, cables, or hardware attached to the Equipment or in any way related or unrelated to the use of Service, including your internal network.

4. User's responsibilities. You shall assure that your use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. MOSCANET reserves the right to terminate or suspend affected Services, and/or remove your or any other User's content from the Services, if MOSCANET determines that such use or content does not conform with the requirements set forth in the Agreement or interferes with MOSCANET's ability to provide Services to you or others or receives notice from anyone that your or Users' use or content may violate any laws or regulations. You will indemnify and hold MOSCANET harmless against any and all liability arising from the content transmitted by or to you or to Users using the Services.

5. Intended Use of the Service. The "WISE ADSL" service is intended for your own use only. You may not resell or exploit any portion of the Service. You will not use the Service in a manner prohibited by any local law or regulation. Without limiting the foregoing, you may not use the Equipment or Service, for any abusive purpose or in any way that interferes with or disrupts the network or other users. You may not use the Service or take any action that will result in excessive consumption or utilization of MOSCANET's system or network resources, or which may weaken network performance, or which adversely affects the performance of the Services for other customers. MOSCANET shall closely monitor the traffic per user and in case it detects abusive use by you, MOSCANET shall restrict your access to the network.

6. All requests to stop or downgrade/upgrade the service should reach us in writing before the 20th of the month to avoid the automatic issue of an invoice for the next billing cycle.

For prepaid payment method (128 & 256 plans): Before the end of each month you should renew your monthly subscription. Otherwise your connection will be stopped immediately. If your account will not be recharged before the 15th of the next month, your account will be cancelled automatically.

If the account is cancelled for any reason, you will have to pay all the fees of a new connection to re-activate your account. Re-connection delays may apply.

7. Content and Materials Accessible on the Internet. You acknowledge that there are materials and content on the Internet or otherwise accessible through the Service which may not be in compliance with the Lebanese laws and regulations, and which may be sexually explicit, offensive, or otherwise objectionable to you. MOSCANET assumes no responsibility for and exercises no control over the content or materials contained on the Internet or that is otherwise accessible through the Service.

8. The "WISE" Trademark. All Services, information, documents and materials delivered to you by MOSCANET or located on MOSCANET's website are protected by trademark, copyright or other intellectual property laws. In particular, the WISE trademark, logo and domain names (collectively "Marks") are and shall remain the exclusive property of MOSCANET and nothing in the Agreement grants you the right or license to use any of such Marks.

9. Termination/Discontinuance of Service. MOSCANET reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If MOSCANET discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of the Agreement, any declined or reversed charges to your credit card or bank account on file with MOSCANET, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, abuse, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.

10. Disclaimer of liability. The wise service and equipment are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, of merchantability or fitness for a particular purpose. Any statements made in any packaging, manuals or other documents, or by any moscanet employees or representatives, are provided for informational purposes only and not as warranties by moscanet. neither moscanet nor its affiliates or suppliers warrant that the service will be uninterrupted or error free or free from service degradation, or that any information, software, or other material accessible on the service are free from viruses, worms, Trojan horses, or other code that manifests contaminating or destructive properties. Moscanet will not be responsible for any delay or failure in performance due to events outside Moscanet's reasonable control, including without limitation any flood, fire, accident, embargo or other governmental act or directive, absence of governmental approval or consent, delay or defect in delivery by suppliers, transportation delay or unavailability, riot, war, act of terrorism or of the public enemy, power outage, labor dispute or shortage, third party network problems, acts or omissions of underlying carriers or other third parties, or acts of god. You acknowledge that service may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications or upgrades, and for other reasons within and without the direct control of Moscanet. Notwithstanding anything else in this agreement, neither moscanet nor its affiliates or suppliers will be liable or obligated under any section of this agreement or under any contract, negligence, strict liability, or other legal or equitable theory (i) for any amounts in excess of the fees paid to it hereunder during the one month period immediately preceding the occurrence giving rise to liability, (ii) for any cost of procurement of substitute goods, technology, services, products, or rights, (iii) for any loss or corruption of data or delayed or interrupted use of the service or access to the internet, (iv) for any indirect, special, incidental, punitive or consequential damages or lost profits, or (v) for any lack or breaches of security of the service or in the storage of your data or any end user's data. If you are dissatisfied with the service or if you have any other dispute with moscanet, then your sole and exclusive remedy is to discontinue using the services.

11. Complaint Resolution/Notices. In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact MOSCANET Customer Care as set forth at www.wise.net.lb. Notices sent by email to you at your email address as stated in the Order Form, and email notices sent to MOSCANET at the email address as stated at www.wise.net.lb, will be effective when sent. Notices must be in writing to be effective. Notices sent by email to the appropriate email address shall constitute written notice.

12. Amendments. MOSCANET may in its sole discretion amend any of the Terms or your Service Plan. MOSCANET will provide notice to you of any material modification. If you do not agree to a modification that is materially disadvantageous to you, you may terminate the Agreement within ten (10) days of the date we send our notice. If you do not provide termination notice to us within the specified time period, you agree to that change, retroactive to the announced effective date of the modification. MOSCANET may revise any Policy at any time, and such revisions will be effective immediately upon posting on MOSCANET's website, or providing written notice to you.

13. Indemnification. You will defend, indemnify, and hold MOSCANET and its directors, officers, employees, agents, affiliates, and shareholders and any other service provider or supplier (collectively, the "MOSCANET Parties") harmless against any and all claims, losses, damages, and liabilities sustained by the MOSCANET Parties resulting from any breach or non-fulfillment of any representation, warranty, or covenant set forth in the Agreement or from your use of the Equipment or the Service. This paragraph will survive termination of the Agreement for any reason.

14. Entire Agreement/Severability. This Agreement, including the Order Form, the Terms, your Service Plan, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

15. Governing Law. This agreement will be governed by and construed under the laws of the government of Lebanon. All disputes arising under this agreement (other than your failure to make payments in accordance with the agreement and/or your improper usage of the service as described in section 5 above) will be settled in the Lebanese courts.