FIBER TO THE HOME - Application Form

APPLICANT DETAILS — معلومات عن المشترك

First Name الشهرة	Middle Name إسم الأب	Last Name الإسم

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 ألكتروني

Caza القضاء	City/Region المدينة/المنطقة	Street الشارع	Building البناية	Floor الطابق

OGERO FDU Number رقم الموزع في البناية	GDS FDU Number رقم الموزع في البناية	Telephone Box or Neighbor # رقم موزع الهاتف أو رقم أحد السكان

Property & Section Number رقم العقار و القسم	Current ISP & Service Type مزوّد الإنترنت الحالي و نوع الخدمة	Cyberia Username* إسم المستخدم لدى Cyberia

*Required for Cyberia current active customers only.

MONTHLY PLAN SELECTION — إختيار الخدمة الشهرية

Fiber to the Home Plans

☐ Fiber-300GB	☐ Fiber-400GB	☐ Fiber-500GB	☐ Fiber-750GB	☐ Fiber-1,000GB	☐ Net Addict
1,800,000LBP	2,150,000LBP	2,525,000LBP	2,875,000LBP	3,550,000LBP	2,350,000LBP

Metered plans provide up to 1Gbps speed on GDS network and up to 300Mbps on Ogero network . The maximum speed is achievable through a wired connection. To fully benefit from this speed over Wi-Fi, additional equipment, such as a Wi-Fi 5 (or higher) router or mesh system, may be required. Additional GB price is 25,000LBP/GB. CyberSMART Net Addict provides speed up to 50Mbps with Unlimited Quota (Fair use Policy applies).

ONE TIME SETUP & INSTALLATION — تأسيس وتوصيل الخدمة

☐ Setup, installation & Fiber Optic Wi-Fi modem 1,000,000 LBP + 120 USD (TTC)

ADDITIONAL OPTIONAL SERVICES — خدمات إضافية إختيارية

☐ Unlimited Night 360,000LBP/month* ☐ Parental Control 180,000LBP/month

* This service is only available for the 400GB plan or higher. The above additional services must be activated online through Account Management or using our Mobile Application.

PAYMENT METHOD — طريقة الدفع

☐ Bank Domiciliation - Capped ☐ Bank Domiciliation - Uncapped ☐ Prepaid (Prepaid Cards or Online Payment)

IMPORTANT INFORMATION — معلومات هامة

(a) Subscription should be renewed regularly and on a monthly basis.
(b) The subscriber commits to maintaining their Cyberia internet service for the full [24-month] term, agreeing that any early cancellation or switch to another ISP will constitute a contract breach requiring immediate full reimbursement of the waived modem cost ($100).
(c) In case the service is not renewed, Cyberia reserves the right to transfer the assigned port to another subscriber. (Noting that in-building port availability is limited)
(d) Your Fiber (FTTH) service depends on your landline. Keep your landline active and bills paid to ensure continued Fiber service and avoid unexpected termination.
(e) All prices mentioned in this document are subject to change. All prices are subject to **11% VAT**.

DELEGATION AND COMMITMENT — تفويض وتعهد

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

أفوض و على مسؤوليتي الشخصية شركة ترانسموغ إنك ش.م.ل. (سيبيريا) بالتوقيع عني لدى وزارة الإتصالات فيما يعود للإشتراك في خدمة الإنترنت السريع وتقديم خدمات الهاتف على كافة انواعها و ذلك في الحالات التالية:

صلاحية تقديم طلب إشتراك جديد لخدمة الإنترنت السريع، صلاحية إلغاء الإشتراك في الخدمة المذكورة أعلاه، و صلاحية طلب إي تعديل يتعلق في هذه الخدمة كتغيير مزود خدمة الإنترنت، تغيير مزود خدمة نقل المعلومات، تغيير السرعة.

كما أطلب و على مسؤوليتي الشخصية من شركة ترانسموغ إنك ش.م.ل. (سيبيريا) أو أي شركة معتمدة و من قبلها توصيل خدمة الألياف البصرية من وحدة التوزيع الى القسم الذي أشغله بصورة قانونية في البناء المذكور أعلاه، بغية الأتصال بشبكة الإنترنت. وأفوض كافة الصلاحيات لشركة ترانسموغ إنك ش.م.ل. (سيبيريا) أو أي شركة معتمدة من قبلها بإجراء المقتدى الذي يتطلبه إنهاء هذه الأعمال بأي صورة أو طريقة كانت بما في ذللك التمديدات والدخول الى القسم المذكور والأقسام المشتركة في البناء متعهدا بتأمين كافة المتطلبات لتسهيل ذلك. كما أبرئ ذمة شركة ترانسموغ إنك ش.م.ل. (سيبيريا) 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 منيّ شخصيا أو من أي شخص آخر، بسبب أي عمل أو خطأ أو ضرر ناتج عن هذه الأعمال، بصورة آنية أو بصورة لاحقة.

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 الألكترونية)

Date: / / Applicant's Signature:

FOR INTERNAL USE — خاص بالشركة

Ref الرقم التسلسلي	Dealer Number رقم الموزع	Sales Person مندوب المبيعات

Transmog Inc. s.a.l.
Capital: LBP 8 102 158 000
C.R.: 68241
Hamra Square center
Hamra street
P.O. Box: 113-6141 Hamra
Beirut – Lebanon
Phone: (+961) 1 744 101
Fax: (+961) 1 744 102
broadband@cyberia.net.lb
www.cyberia.net.lb

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.

"Riser" shall mean the vertical fiber optic cable connecting the CPE at the customer premises to the Fiber Distribution Unit in the building.

"**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 Transmog Inc s.a.l "Cyberia" 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:

a. 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
b. 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.
c. 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

4.1The 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:

a. 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 Service. Customer shall be liable for any unlawful or unauthorized use of the Service hereunder, even if it was used by a third party.
b. shall not re-sell the service to a third party.
c. shall not re-distribute the service or allow access for any entity outside the Customer premises.
d. 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.

4.6 In case the riser is damaged or defected, the Customer shall immediately notify the ISP. ISP shall, as soon as reasonably possible, replace the riser. The cost of any such replacement of riser shall be solely on the Customer's account. Any loss, theft, damage, transfer and/or the replacement of the riser 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.

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.

7.4 The Fiber (FTTH) service will be terminated immediately in case the telephone service is terminated for any reason. Please refer to the "Termination" section under "Right of Way and Interconnect" and "Bitstream" Lists of Terms & Conditions.

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.

Right of Way and Interconnect (RoW&I) List of Terms & Conditions

Definitions

The Customer is the end-user that subscribes to the Fiber (FTTH) service through the appropriate channels of the ISP.

The ISP is the Internet Service Provider that sells the Fiber (FTTH) service to the Customer.

The DSP is the Data Service Provider that provides the connectivity through the local loop to collect & route Internet traffic between the Customer premises and the PoP (Point of Presence) of the ISP.

The IO (Incumbent Operator) is the provider of the fixed network known as the local loop and in this case of fixed network operating model it is MoT/Ogero

Roles & Responsibilities: The IO provides the RoW&I, and collocation services to the DSP, which consist mainly of the following three elements:

(1) Local loop access from the Customer premises and the IO C.O. (Central Office).
(2) Colocation of the DSP equipment within IO premises, the C.O. building.
(3) Backhaul service between DSP co-located equipment and ISP PoP.

IO access service demarcation points are the FDB (Fiber Distribution Box) located within/attributed to the Customer premises building on one side and the DSP PoP (Point of Presence) on the other side.

IO is not responsible for any internal/in-building wiring and/or installation downstream the FDB(s).

IO is not providing any CPE (Customer Premises Equipment) such as ONT (Optical Network Termination) unit or modem or other equipment to terminate the optical fiber and convert the signal from optical to electrical.

Fees: The Customer pays all fees related to the Fiber (FTTH) service to the ISP. The ISP pays all fees related to the DSP service to the DSP. The DSP pays all fees related to the RoW&I and collocation services. Regardless the Fiber (FTTH) service, the Customer continues to pay all fees related to the telephone service to the IO.

Customer Support: The ISP is the interface of the Customer for any troubleshooting or support issue.

Cancellation: The Customer shall apply for cancellation of Fiber (FTTH) service through the ISP.

Termination: The Fiber (FTTH) service will be terminated immediately in case the telephone service is terminated for any reason. The Fiber (FTTH) service will be terminated if the DSP does not pay IO for the RoW&I and collocation services, and if the DSP/ISP loses its license/authorization given by the Government of Lebanon/Ministry of Telecommunications to operate under such model.

Eligibility for the Fiber (FTTH) service: IO (and DSP as per IO procedures and directives) will check qualification of the Fiber local loop access and network to be eligible for the service. The Customer shall have prior subscription to the fixed-line telephone service in order to get access to the Fiber (FTTH) service. The Customer shall not be a bad debtor of IO for his existing telephone line subscription or any other subscription through IO fixed network operating models and services to be able to get access to Fiber (FTTH) service.

CPE (Customer Premises Equipment) Compatibility: Customer's CPE shall be compliant with DSP specifications and shall not damage IO network infrastructure and services (such as voice or other services over the fixed network).

Usage of the Fiber (FTTH) service: The Customer shall not use the service maliciously. It is forbidden for the Customer to resell and/or redistribute the service to other parties. The Customer is entirely responsible for the content they send/receive through IO network infrastructure. In case IO suspects any misuse of the service by the Customer or the ISP or the DSP according to relevant decrees and regulations, or upon the receipt of a request from legal/competent authorities, IO has the right to monitor any or all traffic that circulates through its network infrastructure, and has the right to refuse, block and move or remove any content, or stop the connection between the Customer and the DSP equipment.

Validity: The term of the Terms & Conditions herein begins on Customer billing starting date (3 days of grace period after completion of service activation at the Customer premises).

Bitstream List of Terms & Conditions

Definitions

The Customer is the end-user that subscribes to the Fiber (FTTH) service through the appropriate channels of the ISP.

The ISP is the Internet Service Provider that sells the Fiber (FTTH) service to the Customer.

The DSP is the Data Service Provider that provides the connectivity through the local loop to collect & route Internet traffic between the Customer premises and the PoP (Point of Presence) of the ISP, and in this case it is MoT/Ogero.

Roles & Responsibilities: The DSP service consists of the following three elements:

(4) Local loop access from the Customer premises and the DSP C.O. (Central Office).
(5) Transport of the Customer traffic through the DSP network.
(6) Interconnection link between the DSP network and ISP PoP.

DSP service demarcation points are the FDB (Fiber Distribution Box) located within/attributed to the Customer premises building on one side and the ISP PoP (Point of Presence) on the other side.

IO is not responsible for any internal/in-building wiring and/or installation downstream the FDB(s).

IO is not providing any CPE (Customer Premises Equipment) such as ONT (Optical Network Termination) unit or modem or other equipment to terminate the optical fiber and convert the signal from optical to electrical.

Fees: The Customer pays all fees related to the Fiber (FTTH) service to the ISP. The ISP pays all fees related to the DSP service to the MoT/Ogero. Regardless the Fiber (FTTH) service, the Customer continues to pay all fees related to the telephone service to MoT/Ogero.

Customer Support: The ISP is the interface of the Customer for any troubleshooting or support issue.

Cancellation: The Customer shall apply for cancellation of Fiber (FTTH) service through the ISP.

Termination: The Fiber (FTTH) service will be terminated immediately in case the telephone service is terminated for any reason. The Fiber (FTTH) service will be terminated if the ISP does not pay the DSP for the service.

Eligibility for the Fiber (FTTH) service: DSP will check qualification of the Fiber local loop access and network to be eligible for the service. The Customer shall have prior subscription to the fixed-line telephone service in order to get access to the Fiber (FTTH) service. The Customer shall not be a bad debtor of DSP for his existing telephone line subscription or any other subscription through DSP fixed network operating models and services to be able to get access to Fiber (FTTH) service.

CPE (Customer Premises Equipment) Compatibility: Customer's CPE shall be compliant with DSP specifications and shall not damage DSP network infrastructure and services (such as voice or other services over the fixed network).

Usage of the Fiber (FTTH) service: The Customer shall not use the service maliciously. It is forbidden for the Customer to resell and/or redistribute the service to other parties. The Customer is entirely responsible for the content they send/receive through DSP network infrastructure. In case DSP suspects any misuse of the service by the Customer or the ISP according to relevant decrees and regulations, or upon the receipt of a request from legal/competent authorities, DSP has the right to monitor any or all traffic that circulates through its network infrastructure, and has the right to refuse, block and move or remove any content, or stop the connection between the Customer and the DSP equipment.

Validity: The term of the Terms & Conditions herein begins on Customer billing starting date (3 days of grace period after completion of service activation at the Customer premises).