

APPLICANT DETAILS

معلومات عن المشترك

First Name		Middle Name		Last Name		الشهرة	
Company Name		If Applicable, a copy of the commercial circular is required)		إسم الشركة (رفق نسخة عن الإذاعة التجارية للشركات)			
Phone Number		Mobile Number		E-mail Address		بريد إلكتروني	
Caza		City/Region		Street		Building	
Floor		Building Reference Number		Property Number		Section Number	
Current Internet Service		Current Internet Provider		Terranet Username*		إسم المستخدم لدى تيرانت	
		نوع خدمة الإنترنت الحالية		مزود الإنترنت الحالي		*Required for Terranet current active customers only.	

PLAN SELECTION

إختيار الخدمة

Fiber to the Home Plans – up to 300Mbps

- 70GB \$25
 125GB \$35
 200GB \$45
 350GB \$60
 500GB \$80
 750GB \$120
 1,000GB \$160

Additional GB price is \$1/GB for prepaid customers and 0.67\$/GB for Bank Domiciliation Accounts.

SETUP & INSTALLATION

تأسيس وتوصيل الخدمة

- One-time setup, installation & Fiber Optic Modem with Built-in Wi-Fi Router \$199

ADDITIONAL OPTIONAL SERVICES

خدمات إضافية إختيارية

- Free Parental Control unlimited night traffic 24\$/month

*Unlimited Night is between 00:00 and 07:00. It is only available for the 350GB 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

IMPORTANT INFORMATION

معلومات هامة

- (a) Subscription will be renewed regularly and on a monthly basis.
 (b) The term of this agreement is for a 1 year period as of the CPE installation and account activation.
 (c) In case the service is not renewed, Terranet reserves the right to transfer the assigned port to another subscriber. (Noting that in-building port availability is limited)
 (d) All prices mentioned in this document are subject to 11% VAT.
 (e) This Agreement is considered as a promissory note which can be directly executed at the competent authorities.

أ- يتم تجديد الإشتراك بانتظام وعلى أساس شهري.
 ب- مدة هذا الإتفاق هي سنة واحدة و ذلك اعتباراً من تاريخ التركيب وتفعيل الحساب وهي تجدد حكماً
 ج- في حال عدم تجديد الخدمة، تحتفظ شركة تيرانت بالحق وفقاً لتقديرها الخاص لتحويل الإشتراك إلى مشترك آخر
 د- إن جميع الاسعار المذكورة في هذا الإتفاق تخضع للضريبة على القيمة المضافة بنسبة 11%
 هـ- يعتبر هذا العقد سند تنفيذي قابل للتنفيذ مباشرة لدى دائرة الاجراء المختصة

DELEGATION AND COMMITMENT

تفويض وتعهد

السادة شركة تيرانت ش.م.ل. إلى من يهمه الامر إقرار وتفويض وتعهد

تدية طيبة وبعد

أنا الموقع أدناه والدتي مواليد رقم السجل بموجب بطاقة هوية رقم

بالإشارة الى طلب الأشتراك في خدمة الإنترنت عبر الألياف البصرية من شركة تيرانت أو أي شركة معتمدة من قبلها توصيل خدمة الألياف البصرية، وبعد أن أكدت بإبني أشغل العنوان المذكور أعلاه بغية الإتصال بشبكة الأنترنت مفضلاً بذلك شركة تيرانت ش.م.ل. وكل/ وأي من العاملين فيها والمتعاملين معها و/أو أي شركة تختارها هي جراً أي عمل متعلق بإشتراك المذکور. بما في ذلك على سبيل الذكر الحصر دخول البناء والقسم وإجراء التوصيلات والتعديلات على حسابي وتفقتي متحملاً مسؤولية ذلك.

كما أبرئ ذمة شركة تيرانت 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 شخصياً أو من أي شخص آخر ، بسبب أي عمل أو خطأ أو ضرر ناتج عن هذه الأعمال ، بصورة انية أو بصورة لاحقة متعهداً بالحلول مكان شركة تيرانت 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 المنوه عنها أعلاه.

وبهذا السياق أتعهد بتسديد قيمة كل ما سبق ومعه أية تعويضات أو تكاليف قد تنكبها الشركة خلال تزويدي بتلك الخدمة إن كانت لكم مباشرة أو نتيجة أي تعديلات تطرأ عليها أو تفرض عليكم من الدولة اللبنانية أو حتى كانت من أشخاص ثالثين.

SIGNATURE

التوقيع

Read and Approved the content of this Application Form and the General Terms and Conditions annexed to this Application Form. Upon approval of this application if the customer will become engaged in a contractual relationship with the company which will result in obligations and payments that he irrevocably pledges to comply with.

(Note that our Terms and Conditions are regularly updated on our website).

مع الموافقة والإلتزام بمضمون هذا الطلب والشروط العامة للخدمة المرفقة به يعتبر هذا الطلب وبمجرد إقراره بموافقة الشركة تعاقداً تام وناجز يحمل المشترك موجبات وأعباء يتعهد بتنفيذها وسدادها دون أي تحفظ. (ملاحظة: إن شروط و بنود الخدمة يتم تحديثها بشكل مستمر على صفحتنا الإلكترونية.)

Applicant's Signature:

Date: / /

Dealer Number:

رقم الموزع Sales Person:

مندوب المبيعات:

www.terra.net.lb,
Customer Care Hotline :1293
TerraNet, SAL, Nassar Center, 5th floor Charles El Helou Avenue Rmeil, Beirut, PO BOX 175-646.
Tel: + 961-1-577 511, Fax: + 961-1-577 533.

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 this 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 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 that subscribes to the FTTH service through the appropriate channels of the ISP. "FTTH" short 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 Terranet SAL, 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 ISP. "Policies" shall mean those usage 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 incorporated 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 commence 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. d. 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. e. by ISP, without any reason

3. SERVICES, CPE SUPPLY AND INSTALLATION

3.1 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. 3.2 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. 3.3 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. Interception in services or for any damages he incurs for whatever reason. 3.4 All risks related to the CPE supplied and delivered by the ISP under this Agreement shall pass to the Customer upon delivery and Installation. 3.5 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 for 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. 3.6 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 Services. Customer shall be liable for any unlawful or unauthorized use of the Services 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. 3.7 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. FAIR USE POLICY

4.1 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. 4.2 The ISP defines UNLIMITED ACCESS for the Services as being on the Internet as often as you want, for as long as you want, provided that you are actually sitting in front of the computer and actively using the Service. Under this definition, you shall refrain from downloading and/or distributing copyrighted material without the permission of the owner(s). 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.

5. FEES

5.1 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. 5.2 ISP may, at its own discretion, modify future fees, either in whole or in part, with effect from the date specified in such notice. 5.3 Unless otherwise instructed by the ISP in writing, Customer shall effect all payments hereunder directly to the ISP. 5.4 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. 5.5 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 and card payment modes. 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 needed the cost of CPE, adjustments, taxes, etc. Unless otherwise.

6. INTERRUPTION; SUSPENSION; TERMINATION

6.1 In no event shall the ISP be held responsible or liable for permanent service absence in areas that are not mentioned in the coverage page posted and updated regularly at the ISP's website. 6.2 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. 6.3 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. 6.4 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. 6.5 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. 6.6 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. 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.

8. 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 Courts of the Capital Beirut. No warranty to the highest extent permutable bylaw the customer irrevocable holds the company free from and indemnity irrespective of its reason.