



# General conditions of Sale – Orange service intended for consumers (B2C)

## 1. Introduction

ORANGE Communications Luxembourg S.A. (hereinafter referred to as “ORANGE”), is a public limited company governed by Luxembourg law, with its headquarters based at L-8070 Bertrange, 8 rue des Mérovingiens, and which in 2003 was authorised by the Luxembourg state to both implement and operate its fourth UMTS licence, allowing it to provide a full range of electronic communication services, whether these be on a mobile or a fixed network, along with any other services which fall within its remit, (hereinafter referred to collectively as the “ORANGE service”).

## 2. Subject

**2.1.** These terms and conditions of sale apply to contracts for the supply of equipment and/or services agreed between a consumer and ORANGE a consumer client (referred to below as the “customer”), under the provisions of Article L. 010-1 of the Consumer Code. They therefore govern any contractual relationship between ORANGE and any individual who is acting within the framework, which is not outside the scope of his/her trade, business, craft, or profession.

**2.2.** These terms and conditions of sale determine the rights and obligations of the parties, along with specific conditions for each ORANGE service, the subscription application form duly completed and signed, along with any of its amendments, plus the tariff plan relevant to the ORANGE service, which has been chosen by the customer.

**2.3.** The subscription application form duly completed and signed by the client, along with the general terms and conditions of sale and the tariff plan chosen by the client, all constitute a subscription contract, which becomes valid on the date it has been signed by ORANGE (hereinafter referred to as “the contract”).

**2.4.** These terms and conditions of sale apply to the ORANGE service, and do not include the customer’s own technical equipment.

**2.5.** Should there be any inconsistency between these terms and conditions of sale and specific conditions relative to the ORANGE service, then it is the latter, which takes precedence over the General Conditions of Sale.

## 3. Signing up to the subscription agreement providing access to the ORANGE Service

**3.1.** The customer who wishes to sign up to a subscription agreement providing access to the ORANGE Service, agrees to duly complete and sign the subscription application form and to submit it to ORANGE, alongside a signed copy of these terms and conditions of sale.

**3.2.** The customer is also required to provide the following information and

documents to ORANGE (hereinafter referred to as “details”):

- an original identity card, passport, or driving licence,
- a residence certificate,
- proof of a standing order made payable to ORANGE and which is intended for settle bills and charges, and/or
- proof of a security deposit made payable to ORANGE for the settlement of bills and fees, in accordance with Article 10 of these Ts and Cs.

**3.3.** The customer agrees to inform ORANGE in writing immediately of any changes to the information provided when signing up to the subscription request, including any change of address or changes to any financial information (bank account, branch name, credit card number, expiration date, etc.)

**3.4.** The customer is solely responsible for the accuracy of any information he/she provides.

## 4. Signing up to ORANGE services without a subscription

When the customer signs up to a service without a subscription, such as those with pre-payment vouchers, the presentation of a PIN to the customer’s mobile terminal is classed as acceptance on his/her behalf, and represents a contractual obligation to all services which can be accessed via this PIN code.

## 5. Reasons for refusal

ORANGE reserves the right to decline any subscription request and therefore to provide the ORANGE service, or to deny access to certain ORANGE services, for example any access to overseas networks, particularly under the following circumstances:

- the customer fails or refuses to provide the information and/or documents referred to in Article 3 of these terms and conditions of sale;
- the subscription request has not been duly completed and/or signed;
- the customer has failed to submit a signed copy of these terms and conditions to ORANGE;
- the customer has not complied with his/her obligations as part of the contract entered into with ORANGE;
- in case of non-payment or late payment of one or more bills, and/or fraud committed by the customer;
- the customer has provided incorrect and/or false information;
- the customer has not submitted a standing order, or has failed to provide a security deposit as referred to in Articles 3 and 10 of these terms and conditions of sale;
- the standing order or security deposit provided by the customer are no



longer valid, or they have expired, have been terminated or cancelled for any reason whatsoever;

- when the client uses resources, which have not been authorised by the Luxembourg regulations, or uses inadequate equipment preventing interoperability with relevant ORANGE services, or which are likely to affect these or affect any other telecommunications network(s).

## **6. The term and extending the subscription agreement**

**6.1.** The ORANGE service subscription agreement shall be entered into for a period of 12 months or 24 months, according to the provisions of the special conditions, and these shall become effective from the date of signature.

**6.2.** The agreement shall thereafter be renewed automatically, each time for a period of 12 months, should it not have been terminated by registered post, and by giving a notice period of one month before the expiry of the term.

## **7. Date of service activation**

**7.1.** Unless exception circumstances resulting from an event of force majeure occur, ORANGE agrees to activate the SIM card within a reasonable time frame after the application has been accepted, and after the customer has provided the documents and information referred to in Article 3 of these General Conditions of Sale, and after he/she has completed and signed the subscription application form along with these general terms and conditions of sale, and the special service conditions.

**7.2.** Unless otherwise stated, fees shall become on the day the SIM card is activated, in accordance with the provisions of Article 11 of these General Conditions of Sale.

## **8. The SIM card**

**8.1.** After signing the subscription agreement and these General Conditions of Sale, along with the special service conditions, ORANGE will provide the customer with a smartcard, which must be positioned inside the device in order to gain access to the ORANGE service.

**8.2.** The SIM card remains the property of Orange, and the customer agrees to return it to ORANGE on the first request, both while the agreement is active, and when it expires, should technical restraints demand this happens.

**8.3.** The SIM card includes all the customer identification data across the network. It represents the customer's subscription on the network and via the ORANGE service.

**8.4.** Access to the SIM card is secured by a PIN code (a Personal Identification Number).

**8.5.** On request, the customer will receive a username and a password, which allows him/her access to manage his/her account. The customer is responsible for this, and can change it freely under certain conditions.

**8.6.** The customer agrees not to sell, rent out, destroy or degrade the SIM card in any manner whatsoever.

**8.7.** The customer must take all necessary precautions to avoid abusive or malicious use of his/her SIM card.

**8.8.** Any attempt to counterfeit technical identification data contained within the SIM card is prohibited and may result in the agreement being suspended or terminated, and the payment of damages for any losses suffered by ORANGE.

**8.9.** The customer is required to inform ORANGE immediately of any theft or loss of his/her SIM card in order to allow ORANGE to block the lost or stolen card, and remains liable to pay any communication costs, charges for use and/or other fees which may incur after the theft or loss.

**8.10.** In the case of loss or theft of the SIM card, the customer is required to send a written lost or stolen statement to ORANGE, along with a copy of his/her identity card. The customer will only receive a new SIM card once ORANGE has received this written statement.

**8.11.** Any fees for blocking/or reactivation of up to €30, will be charged to the customer in the case of theft or loss of the SIM card.

**8.12.** In the case of damage to the SIM card, which has been caused by the customer operating it incorrectly, a new SIM card will be issued to him/her on written request. A SIM card renewal fee will be billed to the total of €10.

## **9. Telephone number**

**9.1.** ORANGE will provide the customer with a telephone number after the agreement and the General Conditions of Sale have been signed, along with the specific service conditions.

**9.2.** Unless otherwise agreed, the customer may not require a specific phone number, regardless of whether this is being assigned for the first time, or results from a request following a change of telephone number as submitted by the customer in accordance with Article 9.4.

**9.3.** Should the agreement give the customer the right to choose a specific phone number, then this will be assigned if it is still available, i.e., if it has not already been the subject of any such request.

**9.4.** Any change of phone number can only be provided upon explicit written request from the customer.

**9.5.** A fee may be charged to the customer should the number be changed.

**9.6.** ORANGE also reserves the right to change the telephone number it has allocated to the customer should technical requirements demand this.

**9.7.** Changing the phone number operated by ORANGE due to technical constraints, does not give rise to any compensation regardless of the reason.

**9.8.** If the client requests that his/her number be transferred another operator before the expiry of the term of the subscription agreement with ORANGE, then he/she agrees to pay all remaining ORANGE fees which incur up to and including the period in question.

## **10. Security deposit**

**10.1.** ORANGE reserves the right to require that a security deposit be paid, both during the subscription request, and at any stage throughout the period of the agreement.

**10.2.** The deposit shall be made following instructions given by ORANGE, either from a bank, or directly from ORANGE.

**10.3.** The customer must make this deposit, especially after a delay or a missed payment; where the amount of the customer's conduct warrants this, should he/she have exceeded his/her call credit or when information and/or documents provided by him/her are incomplete or inaccurate.

**10.4.** Should the security deposit not be made on the date specified by ORANGE, then the subscription request will be declined, and any respective agreement will be terminated automatically without notice or without further formalities, and as a result of which, the customer cannot claim for compensation.

**10.5.** The amount paid as security is not subject to any interest.

**10.6.** The customer authorises Orange to claim for compensation as a result of his/her debt to ORANGE, and the amount being deposited, regardless of the nature or the amount of the debt.



**10.7.** At the end of the term, or upon termination of the agreement, ORANGE shall refund any balance to the customer within a sensible time frame, whereas the client shall pay ORANGE a security after all debts have been cleared which are due, or are set to become due.

## **11. Billing and payment methods**

**11.1.** ORANGE will provide the customer a monthly bill which, besides the items prescribed by law, specifically includes:

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- service activation charges;
- the fee for the ORANGE service which is subject to the subscription agreement, which becomes due on the first day the SIM card is activated ;
- the fee for the ORANGE service which is subject to the subscription agreement on a pro-rata basis, as specified in Article 11.3 in the General Conditions of Sale ;
- charges for any optional extras as chosen by the customer;
- any charges related to usage and/or the activation of data services or digital content platforms, such as premium services, which are not included in the fee for the ORANGE Service, which is subject to the subscription agreement;
- the cost of national mobile communications, international roaming and data traffic;
- other costs such as those for activating a new SIM card following the theft or loss of the original SIM card, locking or unlocking fees, etc.

**11.2.** The cost of communications and charges for the ORANGE service subject to the subscription agreement are due on the date specified on the bill.

**11.3.** For contracts, which do not become effective on the first day of the month, ORANGE will calculate a proportion of the fee for invoicing the first month the service is supplied, and for the final month, the service is being supplied, by calculating the number of actual days when the service is provided.

**11.4.** For monthly contracts, where a specific level of service provided (in terms of megabits, number of calling hours, number of SMS messages, etc.), which do not become effective during the first month, the customer shall only receive a proportion of the amount which has been specified in the agreement, and this is calculated on the basis of the proportion of the fee specified in Article 11.3 of the General Conditions of Sale, and during the first month the service is provided, along with the final month the service is provided.

**11.5.** Billing of certain data transmission services will be based on communication time, on the amount of information transmitted, or on a combination of both.

**11.6.** Any queries relating to bills must be submitted in writing to Orange customer services within two weeks of the date of the bill, which is in dispute. After this time, the customer is assumed to have accepted the bill in principle, along with its total.

**11.7.** Raising a query does not relieve the customer from his/her duty to settle the elements, which are not in dispute, and within the time frame specified in Article 11.2 of the General Conditions of Sale.

**11.8.** Any document submitted by ORANGE as a basis for billing shall take precedence over other forms of evidence.

**11.9.** ORANGE shall not be held liable for any billing data transmitted by third parties for services, which they have provided.

**11.10.** The customer agrees to pay the bills, on the date specified, and by using the following methods of payment:

- by bank transfer, using the form sent with the bill, and without changing it;
- by direct debit;
- via a bank

- with a Visa, Eurocard/MasterCard, American Express card, using the forms provided by ORANGE
- directly to ORANGE or at ORANGE retail outlets during business hours.

**11.11.** The customer may obtain a copy of the bill from ORANGE or via its website. ORANGE reserves the right to charge an administration fee of up to €10 for each copy, which is sent by post.

**11.12.** ORANGE is entitled to add interest at the legal rate from the end of the third month following the provision of the service to any of its outstanding debt or bills. However, should ORANGE decide to send a reminder letter before the third month following the provision of the Service, then any outstanding debt and bills shall accrue interest at the legal rate from the date of this notice.

**11.13.** In addition, any late payment, which requires payment reminders to be sent, may result in billing for administrative costs, without prejudice to the provisions of Articles 27 and 28 of these General Conditions of Sale.

**11.14.** VAT is charged at the rate in force at the time of billing. The customer has been warned that the VAT rate may vary during the duration of the agreement, and that Orange reserves the right to pass on any increase in VAT rates, which the customer both acknowledges and agrees with.

## **12. Customer obligations**

**12.1.** The customer agrees to use the ORANGE service in good faith, in accordance with the agreement terms, and with the laws and regulations, including complying with public policy and moral obligations.

**12.2.** It also agrees not to use the ORANGE service for personal use. In particular, the customer may not under any circumstances sell or to trade telephone traffic made available via the ORANGE service.

**12.3.** It is prohibited to ask the customer to engage in any act, either directly, or indirectly, which may damage the integrity or reliability of the network, or which may impair the interconnection of networks or telecommunications traffic, or disrupt the ORANGE service.

**12.4.** The customer agrees only to use approved apparatus in accordance with Luxembourg regulations and which are in a perfect condition. It is prohibited to connect devices and their accessories, and all other elements, which may cause disruption to the ORANGE service.

**12.5.** The customer is aware that by activating and/or using any services, which are not included in the fee of ORANGE service, which is subject to the subscription agreement, such as premium, or roaming services, he/she shall remain liable for his own charges, and costs for usage and/or activation of these services.

**12.6.** The customer agrees to relieve ORANGE of any conviction which may be levied against it, or which may arise as a result of non-compliant usage on behalf of the customer, or as a result of violating one or more of these obligations which form part of the agreement, and the General Conditions of Sale, or any laws and regulations which apply.

**12.7.** The Customer agrees to relieve ORANGE of the payment of any charges related to usage and/or activation of any services not included in the ORANGE service charge, such as those for premium services, which remain subject to the subscription agreement.

**12.8.** Should the customer fail to or experience a delay in honouring any of his/her obligations under the agreement and the General Conditions of Sale, then he/she may be subject to any payments for damages caused by the customer.

## **13. Excessive or improper use of the ORANGE service**

**13.1.** The customer is solely responsible for use of the service.



**13.2.** The customer agrees to use the service in good faith, refraining from any excessive or improper use, especially when he/she benefits from a package, including so called “unlimited” communications.

**13.3.** Excessive use of the service corresponds to call duration, and/or the amount of data which is exceeded in terms of volume, or an amount that could be considered reasonable for any individual using the service exclusively for his/her own personal needs.

**13.4.** Excessive or improper use of the ORANGE service remains subject to payment for any damage caused by the customer.

#### **14. Data protection**

##### **14.1. Data processing**

ORANGE undertakes to process the Data provided by the Client in accordance with the legal and regulatory provisions in force relating to data processing, data files and freedoms, in particular the law of 1 August 2018 on the organisation of the National Data Protection Commission and implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), amending the Labour Code and the amended law of 25 March 2015 laying down the regime of processing and the conditions and procedures for the advancement of state officials (the so-called “GDPR law”).

##### **14.2. Processing purposes.**

Data is processed to allow ORANGE service delivery agreements to be entered into, and/or for supplying equipment, for billing, debt collection, accounting, as well as any other purpose related to the fee either directly or indirectly, for services such as market research, service quality control, and to ensure compliance with laws and regulations applicable to ORANGE within the framework of its commercial activities. Data is also processed in terms of managing a commercial relationship with the customer including the supply of business information and direct marketing for similar services offered by the ORANGE group in Luxembourg, or abroad, or those, which have been offered by third parties. The customer expressly agrees that any data be processed for such purposes. On request, the customer has the right to object to the processing of data for these marketing purposes free of charge, as well objecting to the communication of data processed by other entities within the ORANGE group, or by third parties. ORANGE shall process data, including location data (data which specifies the geographical position of the client terminal equipment) in order to meet its legal and regulatory obligations, and may in particular, provide data relating to the identification and location of the customer to the competent authorities within the framework of their statutory duties, including those in relation to calls to emergency services.

##### **14.3. Recipient of data.**

ORANGE can transmit the data to other entities within the ORANGE group in Luxembourg, or overseas, or to third parties. The data may also be passed to any competent authority within the framework of their statutory duties, or in order to resolve any conflicts.

##### **14.4. Right to access and rectification of data**

The customer has a right of access to personal data, as well as a right of rectification, which he/she may exercise by submitting a specific request to ORANGE.

**14.5.** When signing up to an ORANGE subscription, the customer who is habitually resident in the Grand Duchy of Luxembourg, becomes automatically listed in the national telephone directory at the time the agreement has been entered into, unless otherwise agreed in writing. In this case, he/she shall not appear visible to the intelligence service, unless explicitly stated otherwise.

#### **15. Customer consent to remote communication technics**

**15.1.** Upon signing the General Conditions of Sale, the customer gives his/her prior consent to ORANGE to use any form of remote distance communications system such as automated calling systems without human intervention, fax machines, telephones, and e-mail.

**15.2.** For this reason, the customer expressly agrees that its personal details, electronic, telephone and fax numbers are operated by ORANGE and by any other entity within the ORANGE group for canvassing purposes geared towards similar products or services.

**15.3.** The customer has the right to object to communications being sent by ORANGE and/or other entities within the ORANGE group, and or by third parties, both free of charge and in writing, including via e-mail.

#### **16. Changes to General Conditions of Sale and ORANGE service tariffs**

**16.1.** ORANGE reserves the right to make changes to the General Conditions of Sale, either in whole, or in part.

**16.2.** The Agreement may not be unilaterally amended by either Party.

By way of derogation, ORANGE reserves the right to amend the Agreement unilaterally and at any time based on objective criteria, in particular on an indicative and non-exclusive basis, in the following cases:

> where the amendment is not detrimental to the Client and/or benefits the Client

> where the amendment is of a purely administrative nature with no negative impact on the Client

> where there is a technical modification of the Service which requires the Client to acquire new access equipment

> where there is a price change due to an increase in taxes or duties (such as copyright) applicable to the Product or Service or an increase in the consumer price index

> where the amendment is linked to technological changes or constraints resulting from the commercial relationship between ORANGE and its suppliers or from

> a legislative or regulatory amendment

In this case, ORANGE shall notify the Client, in writing or on another durable medium, at the latest one (1) month before its entry into force.

The client shall have a period of one (1) month from the effective date of the amendment to terminate their contract by reason of such amendment, so that after this period the client is deemed to have accepted the amendment to their contract, and even if the amendment should be considered as based on non-objective criteria.

However, in the event of termination by the Client in such a case, the provisions of article 28.2 shall automatically apply.

#### **17. Changes to services and/or equipment**

**17.1.** As a result of requirements governing the operation or organisation of ORANGE service, ORANGE may have to change the content or characteristics of its services included in the agreement, however it may not change the essential characteristics.

**17.2.** These types of modifications dictated by technical requirements do not entitle the customer to any form of compensation.

**17.3.** Similarly, due to certain constraints and/or technical developments throughout the duration of the agreement, access to the Orange Service may require changes, replacements or may require the purchase of one or more new pieces of equipment, such a new model of mobile phone, a new decoder, etc. These type of changes, replacements or purchases do not entitle the customer to any form of compensation.

**17.4.** For international communications (roaming), the ORANGE service and its



pricing are subject to change, depending on the geographical area where the customer uses the Service, as well as following the various trade agreements ORANGE has entered into.

## **18. Pre-contractual and formal information**

**18.1.** 18.1 After the customer has signed up to a subscription, ORANGE shall inform him/her systematically all of the information relating to the ORANGE service, such as essential features of the service, prices, payment terms, terms and start times of the ORANGE services, a reminder of the existence of a legal guarantee of conformity, the potential for the right of withdrawal, the provision of an after-sales service, etc.

**18.2.** 18.2 Before the client becomes legally bound by an agreement other than one linked to remote or off-site services, ORANGE shall provide him/her with all of the information, which is relative to the ORANGE service, including those listed in Article 18. of the General Conditions of Sale. By signing these General Conditions of Sale, the customer acknowledges having received all of the pre-contractual information, which is relative to the ORANGE service in relation to the provisions quoted in Article L.113 of the Consumer Code.

**18.3.** 18.3 Before the client becomes legally bound by remote or off-site service agreement, ORANGE shall provide him/her with all of the information, which is relative to the ORANGE service, including those listed in Article 18. of the General Conditions of Sale. By signing these General Conditions of Sale, the customer acknowledges having received all of the pre-contractual/and or formal information which is relative to the ORANGE service in relation to the provisions quoted in Articles L.221-2, L.222-3, L.222-4, L.222-6 et L.222-7 of the Consumer Code, including those in relation to:

- the main features of the goods or service...
- the geographical address and the phone number of ORANGE...
- the overall price of any monthly fees....

## **19. Right of withdrawal**

The customer who enters into a remote or off-site agreement with ORANGE, has the right to withdraw either in writing or via another standard format, or even verbally, without giving any reason and without penalty, within a period of fourteen calendar days to from the date the agreement has been entered into, in accordance with the provisions of Article L.221-3 of the Consumer Code.

## **20. Transfer request**

**20.1.** If the client requests that his/her number be transferred another operator before the expiry of the term of the subscription agreement with ORANGE, then he/she agrees to pay all remaining ORANGE fees which incur up to and including the period in question.

**20.2.** In any case the portability of a mobile number does not result in ORANGE being obliged to provide the same services as those received by the customer from another operator/service provider.

## **21. Customer services**

A customer services team is available to respond to all customer queries relative to the ORANGE service as much as possible.

## **22. Legal guarantee of conformity**

**22.1.** Pursuant to Article L.212-5 of the Consumer Code, in the case of non-compliance, the customer has the option of requesting any equipment sold to him/her by ORANGE be repaired or replaced, or that the price be reduced should ORANGE fail to honour any replacements or repair work, or, finally, he/she may request it be sold if the defect is serious and ORANGE fails to carry out any repair

work or provide a replacement.

**22.2.** Pursuant to Article L.212-6 of the Consumer Code, the customer has a notice period of two years from when any stock has been issued, and a two-year notice period once notification thereof has been provided.

## **23. Limitation clause and/or exclusive liability**

**23.1.** ORANGE cannot be held liable in situations of gross negligence equipollent to wilful misconduct.

**23.2.** ORANGE agrees to make every effort to ensure the customer has access to the telecommunications network and to its service in the best condition. However, ORANGE is only responsible for its obligations of means.

**23.3.** ORANGE shall be relieved of any liability, particularly under the following circumstances:

- In the event of the agreement being terminated as a result of the customer failing to fulfil of its obligations as part of this agreement or as part of the General Conditions of Sale;
- In the event of misuse, excessive use, or abuse of the service;
- In the event of the service being suspended, pursuant to Article 27 of the General Conditions of Sale;
- In the event of equipment or accessories being installed incorrectly;
- In the event of malfunction or use of any materials which have not been subject to a subscription agreement and/or a sales agreement with ORANGE;
- In the event of using inadequate equipment which prevents specific interoperability with the ORANGE service;
- In the event of illegality and/or errors in the content of information, communication, messages, or any other numerical content which can be accessed by the ORANGE service;
- In the event of illegality and/or errors which tarnish any information and the content of services offered by other operators or service providers apart from ORANGE, even if the services above are accessible via the ORANGE service intermediary;
- In the event of billing errors caused by operators or service providers or by third party platforms;
- In the event of billing costs related to usage and/or activation of any services used by the customer, which are not included in the ORANGE service charge, such as those for premium services, which remain subject to the subscription agreement;
- In the event of disruption to the ORANGE service, or any downtime, whether intermittent, or prolonged, which has been caused by maintenance work, upgrading, or the expansion of networks, and of the ORANGE service in general;
- In the event of disruption to the ORANGE service, or any downtime, whether intermittent, or prolonged, which have been caused by the failure of other operators' networks, which are connected to the ORANGE network, particularly under circumstances where the local operator network breaks down;
- In the event of disruption or downtime to services provided by service providers, operators, or by third party platforms, whether intermittent or prolonged;
- In the event of disruption or downtime to the ORANGE service, whether intermittent, or prolonged, which have been caused by the presence of obstacles, such as buildings, vegetation, or land relief;
- In the event of disruption or downtime to the ORANGE service, whether intermittent, or prolonged, which have been caused by any general type of network failure;
- In the event of disruption or downtime to the ORANGE service, whether intermittent, or prolonged, which have been caused due to an incident of Force Majeure;
- In the event of any damage caused to individuals and/or to property as the result of illegal or inappropriate use of mobile devices. In fact, ORANGE wishes to make the customer aware of the risks which are associated when using a mobile device while driving motor vehicles, as well as the disruptive nature which mobile devices can impose on medical devices or navigation systems.



## **24. Transfers and subcontracting**

**24.1.** The subscription agreement is a contract “intuitu personae” for ORANGE, and the service remains subject to the agreement entered into exclusively with the customer.

**24.2.** Therefore, the subscription agreement cannot be transferred under any circumstances, nor may the customer enter into a subcontract without explicit prior and written consent from ORANGE.

**24.3.** The customer remains solely responsible to ORANGE for honouring all of his/her contractual obligations.

**24.4.** ORANGE is entitled to transfer its rights which form part of the agreement to a third party, either in whole, or in part, without the customer’s consent, and without the latter being in a position to claim for any compensation as a result of this transfer.

## **25. Public policy and morality**

ORANGE reserves the right to restrict or to prevent access to certain services or information without giving notice or other formal information, and may also modify certain services or information content, if these are likely to violate the laws in force, or have an impact on public policy or morality.

## **26. Intellectual property**

**26.1.** ORANGE or, wherever appropriate, a third party company, shall retain ownership of any related software and documents which may be made available to the customer as part of the ORANGE service (hereinafter referred to as “ORANGE software”).

**26.2.** The customer shall receive a non-exclusive, non-transferable user licence for covering the ORANGE Software, in accordance with the objectives and limits specified within the context of the contractual relationship between ORANGE and the customer for using the ORANGE service, and for the duration of the agreement.

**26.3.** The user license quoted in Article 26.2. shall be granted to the customer in his/her capacity as an end user and is exclusively for personal use. The customer agrees to neither sell nor lease any ORANGE software and related documents, and agrees not to allow any of the software or documents to be used by third parties under any circumstances.

**26.4.** The customer agrees neither to copy nor to make copies of ORANGE software and/or any related documents. He/she also agrees not to submit any ORANGE software to a decompilation process, an analysis or “reverse engineering”, agrees not to create derivative software and not to use the software in a manner other than that specified as part of the contractual relationship between ORANGE and the customer.

**26.5.** The customer remains exclusively responsible for the use, loss, theft or damage of ORANGE software and/or of any related documents, regardless of the cause.

**26.6.** The customer must return any ORANGE software and related documents upon expiry of the agreement.

## **27. Exceptions to non-performance: suspending the agreement**

**27.1.** In the event of non-payment, whether total or partial, or a delay in payment of a bill, ORANGE may suspend the service without giving prior notice and the customer shall not be in a position to claim for any compensation as a result of this suspension.

**27.2.** In the event of non-performance, inadequate performance or a delay in performance where the customer fails to fulfil any of his/her contractual

obligations, ORANGE may suspend the provision of the service, without any compensation being due.

**27.3.** ORANGE may also suspend the service where there is evidence or strong allegations of fraud.

**27.4.** ORANGE reserves the right to suspend the service in the event of exceeding the thresholds set for agreements, which entitle people to a specific level of monthly service, or in the event of an unusually excessive increase in the quantity and/or the amount of customer use.

**27.5.** In addition to incidents of Force Majeure, ORANGE may also suspend the ORANGE service on the basis of technical operating requirements without giving notice, and without any compensation being due.

**27.6.** Any outstanding amounts shall become due immediately in the event of a suspension, regardless of the reason.

**27.7.** In cases of suspension referred to in Article 27 of the General Conditions of Sale, the customer shall bear any costs associated with the suspension and for reactivating the service.

**27.8.** In the event of a suspension, the Customer shall remain liable to meet all of his/her contractual obligations, regardless of the reason in question. The customer remains liable to pay to ORANGE all subscription fees, which become due up until the end of the agreement.

**27.9.** ORANGE reserves the right to terminate the agreement ten days after the date of suspension, without notice, and without compensation being due, should the customer fail to provide proper evidence that he/she has fulfilled all of their contractual obligations.

**27.10.** Under no circumstances may the customer lay claim over the poor quality of the network, or over any disruptions or downtime, whether these be intermitted or prolonged, in order to suspend the agreement while ORANGE continues to be bound by an obligation of means.

## **28. Termination**

### **28.1. Termination by ORANGE**

ORANGE is entitled to terminate the agreement without giving prior warning or notice and without compensation being due, or fees being reduced for the customer, should the latter fail to honour any of his/her contractual obligations, including:

- In the event of non-payment or late payment of a bill;
- In the event of suspending the agreement, should the customer have failed to prove he/she has honoured all of his/her obligations within ten days of the suspension date, in accordance with the provisions of Article 27.9 of the General Conditions of Sale ;
- In the event of improper or excessive or fraudulent use of the service;
- In the event of the client providing false information after taking out the subscription, or failing to provide these details.
- Any modifications made by ORANGE;
- In the event of failing to provide a security deposit as referred to in Article 10 of these Ts & Cs;

**28.2.** This agreement shall expire automatically once the operating licenses granted to ORANGE by the Luxembourg authorities have expired.

### **28.3. Termination by the customer**

Should the customer terminate the agreement before the end of the period, as specified in the agreement and in accordance with the provisions of Article 6 of the General Conditions of Sale, then he/she will be required to pay all of the subscription charges to ORANGE, which are included up until the end of the agreement.

## **29. Penalty clause**



In the event of gross and wilful misconduct, which can be attributed to ORANGE, it shall not be held liable for the payment of a sum in excess of €1,000 under any circumstances, resulting from any damages vis-à-vis the customer.

**30. 30. Property damage**

**30.1.** 29.1. Any excessive and/or misuse of the service may be subject to the payment of property damages from the customer without prejudice, and pursuant to the provisions of Articles 27 and 28 of these General Conditions of Sale.

**30.2.** 29.2. Any termination and/or suspension of the agreement as a result of the customer failing to honour his/her obligations under the agreement or these General Conditions of Sale, may result in the customer being liable for property damage payments.

**30.3.** 29.3. Should the customer fail to or experience a delay in honouring any of his/her obligations under the agreement and the General Conditions of Sale, then he/she may be subject to payments for damage to property caused by the customer.

**31. Invalidity**

Should one or several of these clauses as part of the General Terms of Conditions be invalid, then this shall not influence the validity of the remaining provisions.

**32. Jurisdiction clause**

Any dispute relating to the existence, the interpretation or the execution of the agreement shall remain within the exclusive area of jurisdiction in the courts of the City of Luxembourg.

**33. Applicable law**

Only Luxembourg law shall apply.

The customer acknowledges explicitly, that he/she has been in a position to know the General Conditions of Sale, and accepts these without reservation or limitation.

In \_\_\_\_\_

On \_\_\_\_\_

\_\_\_\_\_  
Customer signature