

## 1. DEFINITIONS

For the purposes of these general terms and conditions ("General Terms and Conditions"), the capitalised terms below are defined as follows:

"**Activation**": activation of the relevant Service on the technical platforms of the Infrastructure, after installation of the Customer Installations and/or Rented Products, if any;

"**Contract**": any agreement formalised on paper or any other durable medium specifying the Service and/or Product ordered by the Customer and accepted by both Parties;

"**Customer**": any natural person acting for purposes that do not primarily fall within the scope of their trade, business, craft or professional activity;

"**Special Terms and Conditions**": any POST Telecom terms and conditions applicable to a specific category of Product or Service; "**Customer Installation**": any physical element, other than Infrastructure elements, under the physical control of the Customer and capable of interacting with a Service (including computer, television via decoder, telephone equipment, etc.) or necessary for the provision thereof (including any Product, wiring inside buildings, ducting and housings);

"**Data Protection Notice**": POST Telecom's notice concerning the protection of personal data, which may be consulted at points of sale and at [www.post.lu/terms](http://www.post.lu/terms) ;

"**ILR**": Institut Luxembourgeois de Régulation (Luxembourg Regulatory Institute);

"**Infrastructure**": all systems and resources enabling POST Telecom to provide the Service, including where necessary the routing of signals by any means (notably via copper or fibre network, coaxial cable or by radio) and/or data storage, it being understood that Infrastructure includes, for a fixed Service provided in a specific geographical area, the termination point in the relevant Customer Installation;

"**Law on the Financial Sector**": the Law of 5 April 1993 on the Financial Sector, as amended;

"**Net Neutrality Document**": both documents "Net neutrality and quality of mobile internet access service" and "Net neutrality and quality of fixed internet access service" of POST Telecom, which may be consulted at points of sale and at [www.post.lu/terms](http://www.post.lu/terms) ;

"**Parties**": collectively, the Customer and POST Telecom;

"**POST Telecom**": POST Telecom S.A., having its registered office at 1, rue Emile Bian, L-1235 Luxembourg, registered with the Luxembourg Trade and Company Register under number B 43290 and holder of business authorisation No 00116288/29 and approved by the Minister of Finance as a support PSF within the meaning of the Law on the Financial Sector and, more specifically as a customer communication agent (Article 29-1 of the Law on the Financial Sector), a primary IT systems operator for the financial sector (Article 29-3 of the Law on the Financial Sector) and a secondary IT systems and communication networks operator for the financial sector (Article 29-4 of the Law on the Financial Sector);

"**Product**": any tangible or intangible goods sold, rented or provided under a Contract;

"**Service**": any POST Telecom service provision covered by a Contract (including electronic communications, cable TV, installation, activation and/or support services).

"**Subcontractor**": a subcontractor of any of the Parties, involved in the performance of all or part of the Contract and/or Services, including any POST Subcontractor or Third Party Subcontractor;

"**POST Subcontractor**": any POST Subsidiary to whom POST Telecom entrusts some or all of its obligations in the context of performing the Contract; "**Rate Plan**": any document that contains the essential characteristics and financial terms that

apply specifically to a given Service or Product under the Contract;

"**Regulatory Requirements**": any national, European or international legal and/or regulatory provisions that are applicable to one and/or the other Party or to the area concerned by the Services, including, but not necessarily limited to, the Law on the Financial Sector, and all codes and rules, laws and regulations, statements and requirements applicable under these laws or drawn up or imposed by any authoritative regulator. For the sake of clarity, the Regulatory Requirements also include all legal and/or regulatory provisions applicable to the fight against corruption, market abuse and insider trading, fraud and money laundering;

"**Rented Product**": any Product rented (e.g. IPTV decoder) or provided (e.g. SIM card) to the Customer by POST Telecom as part of a Service;

"**Security Incident**": any act or attempted act of piracy, hacking and/or physical attack or other, or any other circumstance with a possible negative impact on the security of the Infrastructure;

"**Third Party Subcontractor**": any Subcontractor that is not a POST Subsidiary and to whom POST Telecom subcontracts any part of the Services to be provided and/or all or part of its obligations under the Contract;

## 2. CONTRACT SCOPE AND CONCLUSION

2.1. These General Terms and Conditions apply to any Contract as duly notified to the Customer.

2.2. The Customer may order a Product and/or Service according to the terms and conditions set out by POST Telecom, which may vary according to the relevant Service or Product and/or the relevant category of customer, and notably in a POST Telecom point of sale, in the point of sale of an approved retailer, by Internet, via the Customer's personal online space defined by POST Telecom, by telephone, by POST Telecom television service (or Service PostTV) and/or by SMS.

2.3. Before signing the Contract and throughout its term, POST Telecom may ask the Customer to provide information necessary to identify him/her and, where appropriate, his/her creditworthiness.

POST Telecom may make the provision of a Service or Product conditional on the deposit of a guarantee amount or a bank guarantee letter, the payment of an advance by the Customer or shorter billing and payment terms. The guarantee is returned to the Customer at the end of the Contract (or no sooner than twenty-four (24) months after the date of deposit of the guarantee or delivery of the bank letter of guarantee) subject to regular payment of the amounts payable under the Contract on their due dates.

2.4. The Contract is concluded when the first of the following events takes place: signature of the Contract by all Parties, the notification by POST Telecom of order confirmation, activation of the subscribed Service or delivery of the Product ordered by the Customer. In the specific case of a telephone order, the Contract is concluded by written confirmation of the Customer.

2.5. The applicable Rate Plan, Special Terms and Conditions, Data Protection Notice, Net Neutrality Document and the General Terms and Conditions are integral parts of the Contract and constitute the entire agreement between the Parties for the provision of the Product or Service in question, to the explicit exclusion of any other conditions that have not been expressly accepted by the Parties. All contractual documents may be consulted at [www.post.lu/terms](http://www.post.lu/terms) .

2.6. In the event of any inconsistency between the provisions of the various above-mentioned contractual documents, these provisions shall prevail in the order set out in Article 2.5.

## 3. BILLING AND PAYMENT

3.1. POST Telecom bills the activated Product and/or Service in accordance with the pricing and rates

applicable under the Contract. POST Telecom's prices include all taxes due for the Product or Service in question. These taxes are billed at the rate in force when the bill is prepared.

3.2. In accordance with the Contract and/or Rate Plan, the price of the Services is broken down in principle as follows:

(i) **Activation Costs**: Activation may give rise to the payment of the costs indicated in the Rate Plan in force on the date the Contract is concluded. Unless otherwise agreed, these costs do not include installation costs;

(ii) **Subscription price**: unless otherwise agreed, Activation (exclusive of Prepaid Services) gives rise to the payment of a monthly subscription. A Service may be part of a bundle with a single monthly subscription price for all the bundled Services, in which case the Service subscription price is included in this single subscription price. In some Rate Plans the monthly subscription price may include communication volumes (any use in excess of the volume is billed as provided in (iii) below) and/or subsidisation of a Product sold;

(iii) **Price of communications**: each communication (call, SMS, MMS or data transfer) is billed as set out in the applicable Rate Plan. Prices may be subject to change based on the location where the communication is made or received, its destination and/or time;

(iv) **Other services**: costs relating to services other than those set out in (i) to (iii), such as installation costs (mainly the cost of work carried out on a Customer site including internal wiring costs or the costs of a kit used by the Customer to perform the installation himself/herself) and those relating to the provision of additional Services (VoD, cloud storage, etc.), shall be billed in line with the Rate Plan, or, where appropriate, with the Contract drawn up specifically for this purpose; and

(v) **Discounts**: discounts on all or some of the items referred to in (i) to (iv) may be granted according notably to the total value of the Contract, its minimum term and/or whether another Service is subscribed to.

3.3. Bills may be sent by any means, notably by electronic means where POST Telecom has an email address for the Customer or the Customer has a personal online space defined by POST Telecom. The sending of a paper bill by POST Telecom may be invoiced.

3.4. Bills drawn up by POST Telecom in relation to the Service and/or Product shall be presumed correct between the Parties until proven otherwise.

3.5. The Customer shall have fifteen (15) days from notification of a bill to contest all or part of it in writing, giving reasons of its contestation. The submission of a written contestation does not discharge the Customer from having to pay the bill.

3.6. All bills must be paid within the payment deadline indicated therein.

Failing payment within this deadline, POST Telecom shall be entitled to bill the costs of recovery incurred as a result of the Customer's late payment.

3.7. Billed amounts remaining unpaid three (3) months after the date of delivery of a Product or Service shall automatically incur interest at the statutory rate.

## 4. PERFORMANCE OF THE CONTRACT BY POST TELECOM

4.1. Unless agreed otherwise, POST Telecom shall provide or, where applicable, activate the Product and/or Service as soon as possible after the Contract is concluded subject to technical capacity and its resources. In the event of non-compliance with Article 5.4 below, POST Telecom may refuse or suspend Service Activation or provision of the Product.

4.2. During the term of the Contract, POST Telecom may - at its discretion, with no additional costs for the Customer and without altering the essential characteristics of the Service and/or Product (e.g. price, data traffic speed, volume of communications included in a subscription) - change

the means and terms of the provision (including routing, technical specifications and/or technologies used), notably to take account of technological developments and/or technical and regulatory constraints emerging after the Contract is signed.

4.3. POST Telecom may subcontract some or all of its rights and/or obligations under the Contract, in particular to:

- POST Luxembourg for internal support services (such as, in particular, HR, accounting, legal department, in-house IT, purchasing) and ICT services for the provision of the Services;
- POST Subcontractors, including Victor Buck Services S.A. for billing operations; or
- any other Subcontractor mentioned in the Contract.

In such cases, POST Telecom shall remain fully liable to the Customer for the proper performance of the Contract. POST Telecom is committed to a corporate social responsibility and makes every effort to ensure that all of its Subcontractors embrace the values and commitments described in its supplier code of conduct available at [www.postgroup.lu](http://www.postgroup.lu).

4.4. If POST Telecom needs to work on all or part of a Customer Installation (including a Product) during Activation or thereafter to ensure the proper performance of the Contract, POST Telecom shall promptly inform the Customer of the date of the work and, barring exceptional circumstances, shall provide an estimate of any costs to be charged to the Customer based on information provided by the Customer when the Contract is signed. If POST Telecom needs to work on-site, POST Telecom reserves the right to bill any travel costs if the Customer refuses to allow the work or is absent or not represented on the agreed date.

4.5. POST Telecom is not responsible for ensuring that a Customer Installation is suitable or compliant. The Customer may, at his/her own expense, subject to technical eligibility and feasibility, subscribe to a Product Installation Service and/or Customer Installation adaptation Service (e.g. wiring inside a building). The Customer may also buy or, under certain circumstances, be required to buy a kit enabling himself/herself to install the Service.

4.6. If there is a risk that work could cause significant damage to a Customer Installation, a work report may be drawn up stating the condition of the Customer Installation before and after the work. If the Customer or his/her representative refuses to use such a work report, POST Telecom may refuse to carry out the work and/or suspend or terminate the Contract in accordance with Article 9 below. Unless otherwise mentioned at the end of the work, the work report shall be deemed accepted by the Customer, in the absence of written objection, within fifteen (15) days of the date of the work.

4.7. For questions or complaints, the Customer may contact POST Telecom at its points of sale during business hours, through its 24/7 call centre, on 8002 8004, using the contact form on <https://www.post.lu/particuliers/contactez-nous>, by post or by any other means provided by POST Telecom for this purpose. In principle, the internal dispute resolution department of POST Telecom replies to all complaints submitted within ten (10) working days of receipt. If investigation of a case takes longer, POST Telecom undertakes to send acknowledgement of receipt to the Customer within the above-mentioned period, indicating the references of the complaint to be mentioned in any subsequent contact. On this basis, the Customer can monitor processing of the claim by contacting POST Telecom via the means of contact mentioned above.

4.8. In the event of a malfunction, the times and costs for restoring a Service are indicated in the applicable Rate Plan. In the absence of such information, POST Telecom undertakes to restore the Service before the end of the second working day following the Customer's report of a malfunction or if it requires work on-site, shall agree a date with the Customer within the same period. If the restoration times

provided are exceeded, the Customer will be entitled, upon written request to POST Telecom within thirty (30) days of the overrun, to compensation equivalent to one monthly subscription to the Service in question, except in cases of force majeure, unforeseen circumstances, external causes or circumstances attributable to the Customer (delay or denial of access to the installations, etc.) or to another operator.

4.9. The Customer may appoint one or more individuals identified by name on a document drafted in accordance with the terms and conditions stipulated by POST Telecom to act in the name and on behalf of the Customer in connection with all the Products and/or Services subscribed by the Customer and/or any matters relating to the Contract(s) in question.

## 5. CUSTOMER'S OBLIGATIONS

5.1. The Customer shall use any Service and/or Product prudently. He/she shall remain fully responsible for their fraudulent and/or unfair use by himself/herself or by a third party if he/she tolerates or facilitates such use. The Customer undertakes to comply with any fair use policy stipulated in the Rate Plan applicable to the Service in question.

5.2. POST Telecom shall notify the Customer of any noticed infringement of Article 5.1. In such cases, the Customer agrees that POST Telecom will (i) bill the Services used in accordance with the applicable Rate Plan and/or (ii) limit the Service provided for the remaining period for the bill in question if the Customer does not immediately stop such acts or repeats them (this limitation may reduce the quality of certain Services and particularly Services with very large bandwidth requirements).

5.3. Before entering into a Contract, the Customer acknowledges that he/she has verified the technical and operational characteristics of the Service and/or Product in question in relation to his/her needs, as well as the compatibility and suitability of any Customer Installation in question. For certain Services, a verification tool may be provided by POST Telecom to enable the Customer to check whether the Service is available and the Customer is eligible. The results given by this tool are for information only and do not constitute any confirmation on the part of POST Telecom that the Customer has subscribed to the Service. In any case, Customer eligibility for a Service must be confirmed on-site by POST Telecom.

5.4. The Customer remains fully responsible for any Customer Installation and is required to safeguard it and permanently maintain it in good condition and in compliance with the regulations in force and with the technical specifications of the Product or Service and to ensure that it is appropriately protected against Security Incidents. In this respect, POST Telecom may (but is not required to) ask the Customer to allow it to proceed to the upgrade of the software in the Customer Installation, failing which the operation of the Service may not be ensured.

5.5. In the event of any Security Incident, the Customer must inform POST Telecom of the fact as soon as possible. The Customer shall be responsible for Security Incidents (including any costs arising as a result of using the relevant Product or Service) attributable to him/her or that occur via a Customer Installation. POST Telecom may take any necessary measure to avoid or limit a Security Incident or the risk of a Security Incident or to limit a possible known Security Incident and will inform the Customer thereof in good time.

5.6. Unless otherwise stated in the Contract, the Customer shall use the Service in a personal capacity. The Customer may not transfer, rent or sell all or part of a Service and/or Product to third parties.

5.7. The Customer shall inform POST Telecom of any element necessary for the proper performance of the Contract as soon as he/she becomes, or reasonably should have become, aware of it, including any changes to his/her data as specified in the Contract, any incompatibility of a Customer Installation with a

Service or Product, damage to infrastructure elements or to the Rented Products and/or any Security Incident.

5.8. To this end, the Customer shall provide, free of charge and throughout the term of the Contract and throughout any work carried out by POST Telecom, adequate hosting and support and all necessary amenities (in particular electricity).

5.9. The Customer shall provide, in a timely manner, (i) free and secure access, if necessary remotely, to any Customer Installation (including any Product) and (ii) his/her technical specifications to enable POST Telecom to inspect and disconnect the installation from the Infrastructure to the extent that this may be necessary for the proper performance of the Contract or the integrity of the Infrastructure. When access equipment (e.g. an Internet router or decoder) is a Product sold or provided by POST Telecom (including any Rented Product), POST Telecom shall be entitled to configure and/or update it (including related software) as necessary.

5.10. The Customer is assumed to have obtained all necessary authorisations from the competent authorities and, where applicable, from the owner of the building in which the Service is to be provided, as may be required for the Service or Product in question.

5.11. The Customer may not under any circumstances remove any trademarks, logos or other distinguishing marks that may be affixed to a Rented Product and/or to Infrastructure components.

5.12. If the Customer fails to comply with all or part of his/her obligations arising under this Article 5 or there is reasonable doubt as to his/her compliance, POST Telecom (i) shall not be held liable for the consequences of any delay or damage arising therefrom and shall be entitled to (ii) refuse, suspend or postpone its intervention and/or the provision of all or part of the Products or Services and to (iii) bill any additional costs and/or damage arising from this situation.

5.13. The Customer agrees, irrevocably and unconditionally, to indemnify and hold harmless POST Telecom, POST Group companies, its representatives, employees and partners against any lawsuit, claim, liability, loss, cost, expenditure (in particular lawyer's costs and fees, expert fees, court fees, potential compensation payments, loss of earnings, etc.) of any nature resulting directly or indirectly from failure of the Customer to comply with his/her obligations.

5.14. The Regulatory Requirements oblige POST Telecom to identify and verify the identity of its Customers. In this context, the Customer undertakes to provide POST Telecom with such relevant information as POST Telecom may require in order to conclude this Contract and throughout the contractual relationship by guaranteeing the veracity of this information allowing the identification of the Customer, its proxies or its authorised representatives, and to maintain this information up-to-date throughout the contractual relationship. Any change in the information communicated to POST Telecom must be notified within a maximum of 10 days of the change, in accordance with the conditions of Article 13 below. This obligation is deemed essential and its breach may result in suspension of the Contract with immediate effect by POST Telecom in accordance with Article 9.1 below.

## 6. PRODUCT SALE OR RENTAL

6.1. Warranty on a sold Product. The Customer benefits from the legal warranties (of conformity and/or hidden defects) on any purchased product. For certain Products, a commercial warranty is included or may be subscribed to by the Customer in the relevant Contract. Any form of warranty, remedy or liability on the part of POST Telecom is excluded if the Customer was aware or ought reasonably to have been aware of the fault when the Product was delivered.

- 6.2. Rented Product. As part of certain Services, POST Telecom rents or provides a Rented Product to the Customer. Unless otherwise stipulated in the Contract, a Rented Product remains the exclusive property of POST Telecom and may not under any circumstances be sold, sub-let, modified, pledged or used as a security or lent to a third party, in any manner, by the Customer, who may not use said Product in any other way.
- 6.3. The Customer shall be solely responsible for using and keeping a Rented Product with due care and for protecting it against Security Incidents. The Customer shall be responsible for any damage, loss, theft and/or destruction of a Rented Product, whatever the cause, unless this is due exclusively to gross or wilful negligence on the part of POST Telecom.
- 6.4. In the event of damage, loss or theft of a Rented Product, the Customer must inform POST Telecom as soon as possible including, where applicable, a copy of the statement of theft or loss submitted to the competent authorities. In any case, the Customer shall reimburse POST Telecom for the residual value of the Rented Product at the time of its damage, loss or theft. The Customer also remains liable to POST Telecom for any costs incurred for use of the Product until such time as POST Telecom was informed of the damage, loss or theft.
- 6.5. POST Telecom shall be exclusively authorised to work on a Rented Product and to modify it, update it (remotely, if applicable), replace it and/or repair it, in whole or in part. In case of malfunction of a Rented Product during the term of the Contract, the Customer undertakes to inform POST Telecom immediately of the fact. The Rented Product will then be repaired or replaced as soon as possible subject to availability. POST Telecom shall determine at its discretion what technical means are appropriate for this purpose and its liability is limited to repairing or replacing it. Such repair or replacement of a Rented Product is free of charge unless the defect is attributable to the Customer. POST Telecom may not under any circumstances be held liable for loss of data stored on a Rented Product (including where such loss occurs while the problem encountered with the Rented Product is being analysed and/or repaired).
- 6.6. The Customer must return each Rented Product to a POST Telecom point of sale, in its original condition, apart from normal wear and tear, within no more than three (3) working days after the end of the Contract for whatever reason. Failing its return, the residual value of the Rented Product will be billed to the Customer. If a replacement product is provided while the Rented Product is being repaired and/or analysed, the Customer must return the replacement product in its original condition, apart from normal wear and tear, no more than three (3) working days after the Rented Product is returned after repair and/or analysis.
- 6.7. The Customer is hereby expressly informed, and accepts, that POST Telecom reserves the right to change - remotely, if applicable - or to replace, at any time, all or part of a Rented Product, especially for technical reasons, in order to improve the Service or ensure compatibility with the Service.
- 6.8. Risk transfer. The risks of a Sold or Rented Product are transferred to the Customer as soon as it is provided by POST Telecom to the Customer or to a third party appointed by the Customer (other than the transport company appointed by POST Telecom).
- 6.9. Intellectual Property. The Customer acknowledges that intellectual property rights (including in particular any software, trademarks and logos) made available as part of the provision of a sold or Rented Product) do not belong to him/her. The Customer has no right to use the intellectual property rights for purposes other than the normal use of the Product, except where expressly permitted by law.
- 7. CONTRACT TERM**
- 7.1. The Contract comes into force as soon as it is signed by the Parties in accordance with Article 2.4.
- 7.2. If the Contract is signed for a minimum term, unless otherwise agreed, it shall be automatically extended for an indefinite term unless terminated by either Party at least one (1) month before the renewal date.
- 7.3. If the Contract is for an indefinite term, either Party may terminate it at any time subject to one (1) month's notice.
- 7.4. Articles 3 (Billing and payment), 6 (Product sale, rental), 9 (Suspension - termination), 10 (Limitation of POST Telecom's liability), 13 (Notices between parties - agreement on evidence and signature), 15 (Final provisions), 16 (Applicable law) and 17 (Settlement of disputes) shall remain in force notwithstanding the end of the Contract.
- 8. AMENDMENT DURING THE CONTRACT TERM**
- 8.1. The Contract may not be amended unilaterally by either Party.
- 8.2. By way of exception to Article 8.1, POST Telecom reserves the right to amend the Contract unilaterally at any time on any objectively justifiable grounds including for example if the technical specifications of the Service have been amended forcing the Customer to acquire new access equipment, technological developments or constraints resulting from the commercial relationship between POST Telecom and its suppliers, or a legislative or regulatory change. In this case, the amendment will be notified to the Customer no later than one (1) month before it comes into force. The Customer shall not be entitled to any compensation if the amendment to the Contract is not detrimental to him/her or involves a rate increase due to increased taxes or duties (such as copyright) applicable to the Product or Service or an increase in the consumer price index. If the Customer terminates the Contract in such a case, the provisions of Articles 9.4, 9.5 and 9.6 shall apply. In all other cases, the Customer shall be entitled to terminate the Contract without charge within one (1) month of the date on which the change is notified. The provisions of Articles 9.4 and 9.5 below will nevertheless continue to fully apply.
- 9. SUSPENSION - TERMINATION**
- 9.1. POST Telecom is entitled to suspend the Contract and/or any particular Services in full or in part with immediate effect, without any compensation being due as a result:
- (i) if required to do so by a competent authority or court, the applicable legislation and/or regulations, or if the Customer has breached the legislation and/or regulations in force causing direct or indirect damage to POST Telecom;
  - (ii) in the event of a Security Incident, manifest fraud by a third party or where the smooth operation or integrity of the Infrastructure so requires (including the maintenance thereof);
  - (iii) in the event of manifest fraud by the Customer, unfair use of the Service(s) or unapproved use of a Customer Installation pursuant to the legislation applicable in Luxembourg;
  - (iv) in the event of late payment of a bill relating to this Contract and/or this/these Service(s) that has not been regularised within five (5) days of POST Telecom sending a payment reminder;
  - (v) if the Customer is subject to insolvency proceedings; or
  - (vi) following failure to act upon formal notice as defined in Article 9.2 (iii) below.
- The Customer shall be informed as soon as possible of any suspension measure. Suspension shall be maintained until the grounds for applying it have been removed. In the event of suspension as defined in Article 9.1 (iii), (iv) and (v), the suspension measure does not discharge the Customer from paying due bills and POST Telecom is entitled to charge for blocking and, where appropriate, for reactivating the Service in question in line with the Rate Plan. The Customer will be entitled to the same compensation if the suspension is exclusively due to POST Telecom failing to meet one of its essential obligations under the Contract.
- 9.2. Without prejudice to Articles 7.2, 7.3 and 8.2 above, POST Telecom is entitled to terminate the Contract or a specific Service, in full or in part, with immediate effect, without any compensation being due as a result, in the following circumstances:
- (i) if a suspension measure as defined in Article 9.1 lasts more than fifteen (15) days;
  - (ii) for reasons beyond the control of POST Telecom, such as technological developments (including technological obsolescence of the Infrastructure leading to the end of the life of a Service) or constraints arising from the business relationship between POST Telecom and its suppliers, given that the Customer has failed to fulfil or has refused to subscribe to the alternative Service offered by POST Telecom within thirty (30) days following the above notification; or
  - (iii) if POST Telecom has served prior notice to the Customer requiring him/her to comply with the legal or contractual requirements in force or to stop any unlawful, fraudulent and/or improper use by third parties insofar as such use has been tolerated or facilitated by the Customer and where the Customer has not responded satisfactorily to the formal notice within one (1) month of its being served.
- 9.3. Without prejudice to Articles 7.2, 7.3 and 8.2 above, the Customer may terminate the Contract:
- (i) if POST Telecom breaches one of its fundamental obligations under the Contract and fails to fulfil it within (1) month of formal notice being served;
  - (ii) in accordance with any right to withdrawal that he/she enjoys under the Consumer Code;
  - (ii) if it has not been possible to activate the Service because the Service in question is not technically eligible; or
  - (iv) in all other cases and without prejudice to any specific provisions in the Contract, subject to one (1) month's notice.
- 9.4. In the event of termination of this Contract for any reason whatsoever, the Customer must pay for the Service in proportion to the number of days of use until the actual date of termination, as specified in the notice of termination.
- 9.5. If the Contract is terminated under the terms of Articles 8.2, 9.2 (ii) and 9.3 (i) to (iii) above, the Customer must repay the residual value of any Product sold whose price is subsidised by the subscription price for the Service in question.
- 9.6. If the Contract is terminated in accordance with Article 9.2. (i) 9.2 (iii) or 9.3 (iii) above, the Customer shall be liable for all resulting damages plus a termination penalty equal to the monthly subscription payments for the Service(s) in question for the time remaining until the end of the minimum commitment period under the Contract. This termination penalty shall not be less than twenty (20) euros. The Customer shall be entitled to the same compensation for termination under Article 9.3 (i) above.
- 9.7. Unless otherwise agreed, any migration of a Service to another rate package (or technical package) or to another operator (including in the case of porting a telephone number or in the case of an authorisation to unbundle a line in favour of another operator) constitutes a termination that must follow the rules of these General Terms and Conditions and, where appropriate, the porting conditions in force as published by the ILR on the date the porting request is made.
- 9.8. The Services of a bundled package billed at a single subscription price are part of a single Contract, the termination of which, even of just one Service, automatically entails the termination of all bundled Services. Any discounts and/or other advantages granted due to simultaneous subscription to several Services are no longer valid if the Contract relating to at least one of these Services is terminated. In this case, these discounts automatically cease to be valid from the effective termination date.

9.9. Any force majeure event shall suspend the obligations arising from the Contract, from the date of notification by the Party thus affected, to the other Party, for as long as it continues to occur. However, if such an event lasts for more than one (1) month, either Party will be entitled to terminate the Contract with fifteen (15) days' notice and without compensation for the other Party.

## 10. LIMITATION OF POST TELECOM'S LIABILITY

- 10.1. POST Telecom may not be held liable with regard to the Customer for any damage or prejudice:
- (i) that is not primarily attributable to it (notably in the event of force majeure or a Security Incident), in which case joint and several liability with other debtors is excluded; or
  - (ii) resulting from the nature or content of communications and/or information to or from the Customer, transmitted via or stored on the Infrastructure or a Product; or
  - (iii) resulting from a cause primarily attributable to the Customer, notably in the event of non-compliance with a provision of Article 5; or
  - (iv) resulting from a measure taken by POST Telecom pursuant to Article 9.1; or
  - (v) resulting from lack of conformity or other shortcoming in a Service or Rented Product notified after one (1) month from the time the Customer should reasonably have become aware of it or after a period of six (6) months after the date on which the relevant Service or Product was provided.
- 10.2. The limitation of POST Telecom's liability as set out in Article 10.1 above does not apply to any damage or prejudice suffered by the Customer as a direct result of gross and/or wilful negligence on the part of POST Telecom.

## 11. PROTECTION OF PERSONAL DATA

11.1. POST Telecom processes certain personal data under the applicable laws and regulations, including name, address (physical and electronic), telephone number and where appropriate, bank account number, in accordance with the procedures described in the Data Protection Notice.

## 12. CONFIDENTIALITY

- 12.1. Due to its status as a support PSF, POST Telecom and its Staff are obliged to maintain professional secrecy in the context of delivering its Services. Professional secrecy only covers information directly entrusted to POST Telecom by the Customer, to the exclusion of any other data (the **Protected Data**). Therefore, unless specifically stated otherwise in the Contract or Special Terms and Conditions relating thereto, the data transmitted via POST Telecom within the framework of the services provided by POST Telecom (including, in particular, the fixed and mobile telephone and Internet access Services) are not covered by professional secrecy.
- 12.2. In order to provide optimal Customer service in accordance with high quality standards, ensure regulatory compliance and benefit from the technical resources of qualified specialists, as described in Article 4.3 above, POST Telecom subcontracts certain tasks, activities or services to third parties or Subcontractors, who may not be regulated and may be located outside Luxembourg, within the EU or outside the EU. The Customer acknowledges that the use of third parties or Subcontractors may give rise to information being shared, including Protected Information such as, in particular, certain commercial, accounting or technical information relating to the Customer, in the context of a service contract or pre-contractual negotiations.
- 12.3. Third parties or Subcontractors are either subject to the legal obligation of professional secrecy or contractually obliged by POST Telecom to comply with strict confidentiality rules. The Customer nevertheless acknowledges and accepts that third parties or Subcontractors are not subject to Luxembourg professional secrecy rules and that the professional secrecy which may be applicable to

them may be less strict than Luxembourg legislation on professional secrecy. Furthermore, under certain circumstances and despite their confidentiality commitments, they may also be legally required to provide Protected Information transferred to them in the context of subcontracting to third parties or to the authorities by POST Telecom.

- 12.4. In accordance with the Regulatory Requirements and for the purposes and duration of the Contract, the Customer instructs POST Telecom to transfer all Customer data (including the Protected Information) as part of the use of third parties or this subcontract. The Customer acknowledges that he/she is aware, upon subscription to the Service, of the details of the subcontracting arrangements, including the transfer of Protected Information, i.e. the Protected Information that may be transferred and/or disclosed for each of these subcontracts and the country in which these Subcontractors are established. The Customer shall be informed by POST Telecom, in accordance with the terms and conditions determined by the latter, in the event of any changes in subcontracting arrangements or when a new subcontracting arrangement including the transfer of Protected Information takes place. The Customer has the option of consulting regularly updated information concerning subcontracting at points of sale. Any new subcontracting arrangement or change in the country of a Subcontractor shall be deemed accepted by the Customer if the Customer has not sent an objection in writing to POST Telecom in accordance with the terms of Article 17 below and within thirty (30) days of the sending of the notification concerning the new subcontracting arrangement or change of country of a Subcontractor.

## 13. NOTICES BETWEEN PARTIES – AGREEMENT ON EVIDENCE AND SIGNATURE

- 13.1. Any formal notice issued in relation to the Contract must be sent to the other Party in writing.
- 13.2. Any notice of termination of the Contract must be sent by registered letter, express courier, or, if the Customer in question has access, via his/her personal online space defined by POST Telecom. The Customer can also fill out and sign a termination form at a POST Telecom point of sale.
- 13.3. POST Telecom shall be free to choose the method of written notice when concluding or amending the Contract provided that the Customer is notified via a durable medium that enables his/her future access to and production of stored data. The Customer may order a Product and/or Service or request an amendment to the Contract in line with the terms set out in Article 2.2 above. The Parties expressly agree that any intention expressed via the means stated in this Article 13.3 shall entail the agreement of the Party in question and shall have the same value as a document with a handwritten signature.

## 14. TRANSFER OF THE CONTRACT - CHANGE OF CUSTOMER ESTABLISHMENT

- 14.1. Without prejudice to Article 4.3, neither Party may transfer any or all of their rights and obligations without the prior written consent of the other Party.
- 14.2. However, the Customer's consent is not required where POST Telecom transfers all or part of its rights and/or obligations to an entity in which POST Luxembourg holds, directly or indirectly, at least twenty per cent (20%) of the share capital.
- 14.3. If the Customer moves, he/she is required either to terminate the Service provided to the address in question at least one (1) month in advance, or to request the transfer of all or part of the Service in question to another address in the Grand Duchy of Luxembourg, subject to technical eligibility and payment of any costs relating thereto (in particular Activation costs applicable to the commissioning of the Service in question at the new address), or to request that the Service be taken over by a third party.

The takeover of a Service by a third party is subject to the prior agreement of POST Telecom, which shall determine the conditions for such a takeover. If POST Telecom refuses such takeover on objectively justified grounds or if it is technically impossible to transfer to another address in Luxembourg, the Contract will be deemed terminated by the Customer.

## 15. FINAL PROVISIONS

- 15.1. The fact that one or other Party belatedly exercises or fails to exercise a right or remedy may not under any circumstances be interpreted as a waiver of such right or remedy.
- 15.2. If any provision of the Contract is deemed null and void, unwritten, unenforceable or inapplicable, the other provisions will remain fully applicable.

## 16. APPLICABLE LAW

The Contract and any issue relating thereto are subject to Luxembourg law.

## 17. SETTLEMENT OF DISPUTES

- 17.1. Any claim by a Customer in relation to a Contract must be submitted to POST Telecom in accordance with Article 4.7.
- 17.2. If a claim in relation to a Contract cannot be resolved via this department, provided that no dispute has been referred to a judicial body:
- (i) the Customer may resort to the mediation procedure set up by the ILR via a form that can be downloaded from its website ( [www.ilr.lu](http://www.ilr.lu) ) if the dispute relates to electronic communications services;
  - (ii) if the Contract was concluded online or via any other electronic means, the Customer may use the platform provided by the European Commission at the following address: <https://webgate.ec.europa.eu/odr/>;
  - (iii) in all cases other than those referred to in points (i) and (ii) above and at the initiative of either Party, the dispute may be submitted for mediation to the Luxembourg *Médiateur de la consommation* (Consumer Ombudsman) or to the *Centre de Médiation Civile et Commerciale* (Centre for Civil and Commercial Mediation - [www.cmcc.lu](http://www.cmcc.lu) ).
- If none of the above mediation procedures is initiated or leads to a settlement between the Parties in relation to a Customer claim, the courts of the Grand Duchy of Luxembourg have sole jurisdiction, except where another exclusive jurisdiction is determined under private international law.

The present document is a free translation in English language of the French version of POST Telecom's "conditions générales de vente" for customer information only. In case of any discrepancy or contradiction between the two documents, the provisions of the French version shall prevail.