

## 1. DEFINITIONS

For the purposes of these special terms and conditions (the "**Special Terms and Conditions**"), the capitalised terms are defined below, or, failing this, in the General Terms and Conditions:

**General Terms and Conditions:** the current general terms and conditions of sale of POST Telecom (for consumer or professional Customers, as applicable);

**IMEI Code:** international mobile equipment identity.

## 2. SCOPE

These Special Terms and Conditions apply to any Guarantee Plus Contract for which their application is duly notified to the Customer.

## 3. SUBSCRIPTION OF SERVICE

3.1. The provisions of these Special Terms and Conditions are applicable if the Customer has chosen to include the Guarantee Plus S, M or L in his/her subscription, as described below. All of the services are hereinafter referred to as "**Guarantee Plus**".

3.2. Guarantee Plus can only be subscribed to when the equipment is purchased and only applies to mobile telecommunications devices sold as part of a mobile communication service contract or exchanged by application of this Guarantee Plus, either through a POST Telecom shop or through an approved POST Telecom dealer. Moreover, the implementation of Guarantee Plus is restricted to mobile telecommunications devices fitted out, from the event that gives the right to execute Guarantee Plus, with a POST mobile network telephone card.

3.3. The price of the options are listed in the applicable Rate Plan.

3.4. To make a guarantee claim under Guarantee Plus, the Customer must submit an application, enclosing all the documents listed in articles 3.5 to 3.8 below in one of the official languages of the Grand Duchy of Luxembourg or in a translation into French or German by a sworn translator at the Ministry of Justice, within one month of the date of detection of the elements leading to its implementation at POST Telecom, by visiting a POST Telecom shop or by registered mail with return receipt sent to the following address: POST Telecom - Service Garantie Plus - 1, rue Emile Bian L-2996 Luxembourg. No guarantee may be granted beyond that period.

3.5. In the event of loss, the Customer must submit written confirmation in the form of a declaration of loss. This must specify the brand, model, phone number and IMEI code of the lost device.

3.6. For accidental damage or oxidation, the Customer must take the concerned mobile telecommunication device to a POST Telecom store. To benefit from the Guarantee Plus services, the accidental damage or oxidation must make the use of the concerned mobile telecommunication device impossible. The Customer will be required to return the device in question to POST Telecom immediately.

3.7. In the event of theft or robbery, the Customer must submit a declaration of theft or a report issued by the Luxembourg police (or, when applicable, a theft report reference and a Customer power of attorney authorizing POST Telecom to obtain a copy of said report). The declaration must specify the brand, model, phone number and IMEI code of the stolen device (this information can be obtained at any time from the POST Telecom service Helpdesk, 24 x 7 on 8002 8004). Theft is defined as any theft of the mobile telecommunication device without any damage to the property of the Customer or of a third party or physical assault on the Customer or a third party. Robbery is defined as theft of the mobile telecommunication device in all other cases.

3.8. To make a guarantee claim under Guarantee Plus, the Customer may be asked to provide proof of purchase of the concerned mobile telecommunication device.

3.9. In the event of loss, theft or robbery, the Customer is liable to POST Telecom for any costs resulting from the use of the card of the mobile telecommunication device until it is blocked as provided in the conditions stipulated under the S, M or L option chosen, as described in articles 4.4.c, 4.5.c and 4.6.d.

3.10. To obtain the commercial rebate for fraudulent communications or connections as described in articles 4.4.c, 4.5.c and 4.6.d., the Customer must supply POST Telecom, as provided in article 3.4, with all information relating to the communications considered fraudulent by the Customer, within one month of the date of detection of the elements leading to its implementation at POST Telecom. No discount will be granted if, within the period considered fraudulent by the Customer, there is a communication to a number previously called by the Customer.

3.11. The commercial rebate mentioned in articles 4.4.b, 4.5.b and 4.6.c is calculated by taking the rate applicable to the S, M or L option chosen and applying it to the sale price (including VAT) of the mobile telecommunication device under Guarantee Plus or, if the device in question is out of stock, of a mobile telecommunication device with equivalent functionality at the current POST Telecom selling price. The commercial rebate cannot exceed 500 euros. The commercial rebate cannot be granted more than once per calendar year for accidental damage or oxidation, more than once per calendar year for loss or more than once per calendar year for theft.

3.12. The commercial rebate mentioned in articles 4.4.b, 4.5.b and 4.6.c will not be granted for accidental damage or oxidation of a mobile telecommunication device obtained under a mobile communication service contract signed more than three (3) years prior to the application made by the Customer at a POST Telecom shop or at one of the POST Telecom dealers.

3.13. Guarantee Plus is automatically terminated upon termination of the mobile communication service contract signed between POST Telecom and the Customer. Termination of the mobile communication service contract shall not trigger any refund under Guarantee Plus.

3.14. Any device loaned under articles 4.4.a, 4.5.a and 4.6.b. must be returned to a POST Telecom shop by the Customer within ten (10) business days of notice sent to the Customer by POST Telecom stating that the damaged or defective device is repaired or considered irreparable. If the loaned device is not returned within the time limit, damaged, lost or stolen, POST Telecom reserves the right to bill the Customer for the loaned device at its sale price as new. For this purpose the Customer shall receive the commercial rebates provided by the Guarantee Plus subscribed. If POST Telecom is unable to provide a loan device in accordance with the Guarantee Plus subscribed, as provided in articles 4.4.a, 4.5.a and 4.6.b., POST Telecom undertakes to make the loan device available to the Customer as soon as possible.

## 4. DESCRIPTION OF SERVICES INCLUDED IN GUARANTEE PLUS

4.1. **Technical Guarantee.** In the event of mechanical failure, all mobile telecommunication devices sold by POST Telecom or an authorized POST Telecom dealer are guaranteed by POST Telecom or the authorized dealer for a statutory period of two (2) years. With Guarantee Plus, POST Telecom offers a technical guarantee from the third year following the date of purchase of the mobile telecommunication device under the conditions

described below (hereafter the "**Technical Guarantee**"). Any replacement or repair realised under the Technical Guarantee do not entail extension or renewal of the guarantee period. The Technical Guarantee only applies to material, design and manufacture faults. The Technical Guarantee does not cover repair and replacement of the mobile telecommunication device following normal wear or use. Furthermore, the Technical Guarantee does not cover repair and replacement of telecommunications equipment accessories, except for the battery and charger. The Technical Guarantee does not cover damages caused by events beyond the control of the Customer, including but not limited to sources of moisture or heat.

4.2. **Connectivity service free support.** In the event of an anomaly caused by the original operating system or by a configuration of the mobile telecommunication device, the Customer may contact a Connectivity service expert for remote support in detecting and resolving, as far as possible, the concerned anomaly. The Connectivity service does not provide support for incidents resulting from third party applications, hostile computer programs (viruses, Trojan horse, etc.) or fraudulent acts or attempts (e.g. phishing, pharming or others) or when the operating system is jail-broken or rooted. The Customer will contact the Helpdesk service who will forward the request to the Connectivity service. The latter will contact the Customer as soon as possible Monday to Friday from 09:00 to 17:00 (except public holidays).

4.3. In addition to the services described in articles 4.1 and 4.2 above, the Customer has the following services depending on the S, M or L option chosen.

4.4. If the Customer chooses option S, the following services will be available:

a. **Loan of a low range device** for the duration of the repair of a mobile telecommunication device purchased as part of a mobile communication service contract, which has been damaged and presented in a POST Telecom shop.

b. **Non-cumulative commercial rebate** applicable to the repair costs of a mobile telecommunication device purchased under a mobile communication service contract or to the purchase of a new telecommunication mobile device from POST Telecom in the following cases:

- In the event of loss, accidental damage or oxidation of a mobile telecommunication device, an option S Customer is entitled to a commercial rebate of 25% of the replacement value of the concerned mobile telecommunication device subject to the limits provided in articles 3.11 and 3.12.

- In the event of theft, the Customer may obtain a commercial rebate equivalent to 50% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.

- In the event of robbery, the Customer may obtain a commercial rebate equivalent to 100% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.

c. **Commercial rebate on fraudulent communications or connections** made by a third party to the mobile communication service contract following a theft, from the theft until the lock request to POST Telecom with a maximum duration of 48 hours after the theft. The commercial rebate will be applied, at the Customer's request, up to a maximum amount of 250 euros, including VAT, based on a credit note to be provided on the bill following processing of the completed refund application.

4.5. If the Customer chooses option M, the following services will be available:

a. **Loan of a low range device** for the duration of the repairs to a mobile telecommunication device

- purchased as part of a mobile communication service contract, damaged and presented to a POST Telecom shop.
- b. **Non-cumulative commercial rebate** applicable to the costs of repair of a mobile telecommunication device purchased under a mobile communication service contract or to the purchase of a new telecommunication mobile device from POST Telecom in the following cases:
- In the event of loss, accidental damage or oxidation of a mobile telecommunication device, an option M Customer is entitled to a commercial rebate of 35 % of the replacement value of the concerned mobile telecommunication device in question subject to the limits provided in articles 3.11 and 3.12.
  - In the event of theft, the Customer may obtain a commercial rebate equivalent to 50% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.
  - In the event of robbery, the Customer may obtain a commercial rebate equivalent to 100% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.
- c. **Commercial rebate on fraudulent communications or connections** made by a third party to the mobile communication service contract following a theft, from the theft until the lock request to POST Telecom with a maximum duration of 48 hours after the theft. The commercial rebate will be applied, at the Customer's request, up to a maximum amount of 350 euros, including VAT, based on a credit note to be provided on the bill following processing of the completed refund application.
- 4.6. If the Customer chooses option L, the following services will be available:
- a. **Backup and synchronization.** An option L Customer may take the defective mobile telecommunication device to a POST Telecom shop to benefit, upon request, from the following services, if the operating state of the mobile telecommunication device permits it and provided that the Customer expressly agrees in writing to hold POST Telecom harmless for loss or damage to any saved or transferred data: the Customer will be offered a backup service by copying recorded data on a USB stick, with maximum storage of 8 GB of data and a synchronization service for data transfer between one device and another. The company is not liable for any incidents arising in the performance of the above-mentioned services or for any damage due to loss of all or part of the data concerned.
- b. **Loan device** of an equivalent range, compatible with an equivalent phone card, subject to availability, for the duration of the repairs to a mobile telecommunication device purchased as part of a mobile telecommunication service contract, damaged and presented to a POST Telecom shop.
- c. **Non-cumulative commercial rebate** applicable to the costs of repair of a mobile telecommunication device purchased under a mobile communication service contract or to the purchase of a new mobile telecommunication device from POST Telecom SA in the following cases:
- In the event of loss, accidental damage or oxidation of a mobile telecommunication device, an option L Customer is entitled to a commercial rebate of 50 % of the replacement value of the mobile telecommunication device in question subject to the limits provided in articles 3.11 and 3.12.
  - In the event of theft, the Customer may obtain a commercial rebate equivalent to 50% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.
  - In the event of robbery, the Customer may obtain a commercial rebate equivalent to 100% of the replacement value of the mobile telecommunication device stolen under the conditions provided in article 3.11.
- d. **Commercial rebate on fraudulent communications or connections** made by a third party to the mobile communication service contract following a theft, from the theft until the lock request to POST Telecom with a maximum duration of 48 hours after the theft. The commercial rebate will be applied, at the Customer's request, up to a maximum amount of 500 euros, including VAT, based on a credit note to be provided on the bill following processing of the completed refund application.