

1. DEFINITIONS

For the purposes of these General Terms and Conditions for trading-in mobile telecommunications devices (the "**General Terms & Conditions**"), the capitalised terms below are defined as follows:

"**Appraisal**" means the inspection by POST, or by any third party appointed by POST, of Products received by POST from Customers, in the context of the Service, to check the condition of the Product and to determine the Final Value of the Product.

"**Customer**": refers to natural persons of legal age, or the legal representatives of minors or persons without legal capacity who wish to use the Service.

"**Discount**": means the discount granted to the Customer by POST under the terms and conditions set out below.

"**Estimated Trade-in Value**": means the value of a Product estimated during the simulation run by the Customer on the dedicated POST web page or interface.

"**Final Value**": means the value of the Product determined by POST after the Appraisal. The Final Value is the amount of the Discount granted by POST for the Service.

"**Parties**": means POST and the Customer collectively.

"**Party**": means POST or the Customer.

"**POST**": means POST Telecom S.A., a public limited company having its registered office at 1, rue Emile Bian, L-2996 Luxembourg, registered in the Luxembourg trade and company register under number B43,290.

"**Product**": means the mobile telecommunications device, together with its battery, without accessories, that is the subject of the buy-back by POST.

"**Request**": means the moment when the Customer requests the Service from POST under the conditions set out by POST and in the General Terms & Conditions, and returns the Product to POST for an Appraisal and determination of the Final Value.

"**Service**": means the purchasing service operated by POST whereby the Customer transfers ownership of his/her Products to POST in return for a Discount.

"**Signature of the Trade-in Agreement**": means the moment when the Customer signs the document confirming the transfer of the Product to POST in return for granting of the Discount by POST. Signature of the Trade-in Agreement is subject to the Customer's acceptance of the General Terms & Conditions.

"**Target Offer(s)**": means the POST mobile telecommunication subscription(s) eligible for the Service.

2. SCOPE

- 2.1. The Service allows the Customer to transfer ownership of his/her Product to POST in return for a Discount granted by POST to the Customer that may be used exclusively (i) for the purchase of an eligible mobile telecommunications device associated with subscription to or renewal of a Target Offer, or (ii) for the purchase of eligible mobile phone accessories in addition to his/her purchase of an eligible mobile telecommunications device associated with subscription to or renewal of a Target Offer. The amount of the Discount corresponds to the amount of the Final Value.
- 2.2. The Customer may only benefit from the Service if he/she makes a concomitant purchase of an eligible mobile telecommunications device associated with subscription to or renewal of a Target Offer with a minimum commitment.
- 2.3. Use of the Service is limited to five Products per subscription to or renewal of a Target Offer linked to the purchase of an eligible mobile telecommunications device.
- 2.4. The Discount is compatible with any other current discounts or promotions.

2.5. The Customer may not attempt to apply any remaining amount of the Discount not used at the time of subscription to the Target Offer.

3. UNLOCKED PRODUCTS

3.1. It is expressly agreed between the Parties that the Customer may only transfer unlocked Products to POST via the Service, i.e. Products that are able to make or receive a call with the SIM card of any other telephone operator.

3.2. In the event that a Customer attempts to use the Service to return a locked Product, POST will not accept it; the Customer expressly acknowledges that in such a case he/she will not be entitled to seek the buy-back of his/her Product. If the Customer has given incorrect information regarding the locking of his/her device at the time of the Request and concomitant transmission of the Product, POST will charge the Customer a variable surcharge depending on the model and type of device concerned, in order to be able to unlock the Product. This surcharge may not exceed the amount of the Discount. The Customer is duly informed that he/she may not request the return of his/her Product for this reason.

4. DEACTIVATION OF PRODUCT OPTIONS

4.1. POST informs the Customer that, in the case of Apple Products, the Product will no longer have any trade-in value if the "Find my iPhone" function is activated. To check whether this option is still enabled and to disable it, the Customer should refer to "Settings" > "iCloud" > "Find my iPhone".

4.2. POST informs the Customer that some Products may allow a Google and/or Samsung account to be created or linked to the phone. If one of these accounts is activated, the Product no longer has any trade-in value. The Customer undertakes to deactivate the account concerned.

4.3. If, during the course of the Appraisal, POST becomes aware that the Product has said option activated, POST will inform the Customer of the fact so that he/she can deactivate it.

5. PRODUCT CHECK

POST informs the Customer that the IMEI (International Product Equipment Identity) numbers will be checked to ensure that Products received do not appear in international databases of lost or stolen Products. If the Product is listed in a pooled list of stolen phones, POST will forward this information to the relevant authorities for investigation. If a Discount has been granted to the Customer for a Product identified as having been stolen, the Discount will no longer apply. POST shall, where necessary, invoice for the amount of the unduly granted Discount.

6. TRADE-IN VALUE

6.1. The Estimated Trade-in Value and the Final Value change over time and will depend on the Product features (model, operation, condition, etc.).

6.2. The Estimated Trade-in Value is provided for information only and is not binding on POST.

6.3. Only the Final Value is binding for POST. The Final Value has a limited duration and is only valid at the time of the transaction.

6.4. The Final Value of the Product is binding on POST and corresponds to the actual value of the Discount.

7. DATA SAVED ON THE PRODUCT

7.1. The Customer undertakes to delete all personal data, if any, (including but not limited to contacts, emails, texts, photos, games, music or other data) stored on the Product and to reset the device to factory settings after Signature of the Trade-in Agreement. POST shall not be held liable for any deletion of data occurring after Signature of the Trade-in Agreement.

7.2. The Customer undertakes to remove the SIM cards and memory cards from his/her Product and/or delete his/her eSIM profile(s) before making his/her Request.

7.3. All SIM cards and memory cards left in the Product after transmission to POST are non-refundable and will be systematically destroyed.

7.4. POST shall not be held liable for any use of data occurring following receipt of the Product by POST. POST shall, if necessary, carry out a "hard reset" of the Product data after Signature of the Trade-in Agreement and shall not be held liable in any way whatsoever to the Customer for any loss of data stored on the transferred telecommunications device.

8. PRODUCT CONTRACT

The Customer is fully responsible for the termination or cancellation of any contract or subscription associated with the Product. The transfer of the Product to POST does not entail the transfer of the contract relating to the Product.

9. TRANSFER OF OWNERSHIP AND RISKS

By accepting these General Terms & Conditions, the Customer guarantees that he/she is the owner of the Product that is the subject of the Request.

The transfer of ownership of the Product from the Customer to POST shall take place at the time of Signature of the Trade-in Agreement.

10. GUARANTEES

- By subscribing to the Service, the Customer:
- Guarantees that he/she has full ownership of the Product;
 - Guarantees that he/she is 18 years of age or older or that he/she is the legal representative of a minor Customer or of a Customer without legal capacity;
 - Guarantees that he/she renounces ownership of the Product, transferring it to POST;
 - Guarantees that the Product is not a stolen product.

11. DATA PROTECTION

POST Telecom processes certain Customer personal data under the applicable laws and regulations (including name, address [physical and electronic] and telephone number), in accordance with the procedures described in the Data Protection Notice.

12. APPLICATION OF THE GENERAL TERMS & CONDITIONS

- 12.1. These General Terms & Conditions apply to the provision of the Service to the exclusion of any other terms and conditions or contradictory documents, unless previously waived by POST in writing.
- 12.2. POST reserves the right, at its sole discretion, to amend the General Terms & Conditions at any time. In the event of any amendment to the General Terms & Conditions, the General Terms & Conditions applicable to the purchase shall be the General Terms & Conditions in force at the time of the Customer's Request.

13. INVALIDITY OPT-OUT

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. If any provision of the Contract is deemed null and void, unwritten, unenforceable or inapplicable, the other provisions will remain fully applicable.

14. APPLICABLE LAW – DISPUTE RESOLUTION

- 14.1. The Contract and any issue relating thereto are subject to Luxembourg law.
- 14.2. Any complaint made by a Customer in relation to a Contract must be submitted to POST in accordance with Article 13.3.
- 14.3. For questions or complaints, the Customer may contact POST at its points of sale during business hours, through its 24/7 call centre on 8002 8004, using the contact form at <https://www.post.lu/particuliers/contactez-nous>, by post or by any other means provided by POST for this purpose. In principle, the internal dispute resolution department of POST replies to all complaints submitted within ten (10) working days

of receipt. If investigation of a case takes longer, POST undertakes to send acknowledgement 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 the processing of his/her complaint by contacting POST via the contact methods mentioned above.

- 14.4. 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) 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).
- 14.5. If none of the above mediation procedures is initiated or leads to a settlement between the Parties in relation to a Customer complaint, the courts of the Grand Duchy of Luxembourg shall have sole jurisdiction, except where another exclusive jurisdiction is determined under private international law.