

1. DEFINITIONS

"Application" refers to the application software made available by POST Telecom to its Customers enabling them to access the Services from their Terminal;

"ControlCenter Service(s)" or **"Service(s)"** refers to the service(s) provided by POST Telecom as described in Article 3 below;

"Customer" refers to any customer who has subscribed to POST Telecom services to which the ControlCenter Service is an accessory and who uses the Application in order to benefit from the Service;

"POST Telecom" refers to POST Telecom SA, a public limited company, registered on the Luxembourg Trade and Companies Register under number B43.290, with its registered office at 1, rue Emile Bian, L-1235 Luxembourg, Grand Duchy of Luxembourg;

"Terminal" refers to any electronic device such as a computer, smartphone, tablet or any other similar current or future device, connected by to the Internet any means, enabling the Application to be used.

"Terms and Conditions of Use" refers to these Terms and Conditions of Use relating to the ControlCenter Service;

"User(s)": any natural person authorised by POST Telecom and the Customer to use the Application and the ControlCenter Service.

2. SCOPE OF APPLICATION, PURPOSE AND AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use apply to the use of the Application and the ControlCenter Service provided by POST Telecom. They apply to any access to, consultation or use of the Service and the Application by the Customer or, where applicable, the User.

The Customer and/or User shall be deemed to have read these Terms and Conditions of Use and to have accepted them in full and unconditionally when using the Service for the first time.

POST Telecom reserves the right to modify these Terms and Conditions of Use at any time.

3. DESCRIPTION OF THE SERVICE AND LIMITATIONS

The ControlCenter Service specifically enables the Customer or, where applicable, the User (subject to technical constraints) to access the following features via his/her Terminal, depending on the services to which he/she has subscribed, without prejudice to any changes to these features and the addition of new features:

- Monitoring, notifications and usage reports for POST Telecom services: This feature is made available to the Customer or User for information purposes. The amounts listed are provided for information purposes only and do not constitute the final amounts that will appear on the invoice received by the Customer. POST Telecom cannot be held responsible in the event of any discrepancy between the amounts displayed when the Customer and/or User views them in the Application and the final amounts appearing on the invoice received.
- Access to invoices: The Service enables the Customer, or any Users who have been assigned usage rights, to access their invoices on digital media. Only the last six months of invoicing are available on digital media. Itemised invoices are only available if the Customer has not chosen to cancel them.
- Management of POST Telecom mobile subscriptions: The Service enables Customers who have taken out one or more mobile telecommunications subscriptions, or Users to whom rights have been assigned, to manage a variety of settings for these subscriptions.

These may include: fully or partially (un)block a subscription, initiate a SIM card exchange, manage Data Control, change how a subscription is described on the invoice, (de)activate the production of itemised communications by subscription, (de)activate features such as Calling Line Identification Presentation/Restriction (CLIP/CLIR) and/or conference calls, and monitor and activate the options available via the Service for the subscription in question.

- Oversight of POST Telecom's connectivity services: Customers who have taken out one or more connectivity subscriptions, or Users to whom rights have been assigned, can view the statistics and overall status of these connectivity subscriptions. Customers can also view the status of the central components of POST Telecom and/or its service providers.

Access to each feature or group of features requires specific rights. The Service therefore makes it possible to assign each User one or more predefined roles in the Application, depending on the Customer's needs or requests.

Other features may be added that are not immediately available. POST Telecom also reserves the right to remove or change features of the service.

4. ACCESS TO THE SERVICE

The Customer should submit his/her Service access request directly to POST Telecom, according to the procedures set out by POST Telecom.

At the time of the access request, POST Telecom may ask for any necessary information to identify the Customer and, where appropriate, his/her position. Once POST Telecom has accepted the request, the Customer will be notified of his/her access to the Service electronically.

POST Telecom may refuse access to the Service in the event of an incomplete request.

The Service then enables the Customer or the User, where applicable, to gain access using his/her e-mail address, a password and a one-time password (OTP) sent by text message to the telephone number provided during each authentication (secure two-factor authentication).

The Customer or the user, where applicable, should notify POST Telecom of any changes to the information provided at the time of requesting access to the Service as quickly as possible. He/she should prevent other people from using his/her access information (e-mail address, password, OTP). The Customer may change his/her access details for this purpose. The Customer should notify POST Telecom of any unauthorised use by a third party and of any other breach of a security measure.

POST Telecom cannot be held responsible for any loss or damage of any kind resulting from the Customer's breach of his/her obligations as detailed in the above paragraphs.

The Service access information is strictly confidential.

5. USE OF THE APPLICATION

The Service may be accessed via an Internet connection. In order to use the Service, the Customer must have an Internet connection under their sole responsibility.

The Customer or the User, where applicable, takes full responsibility for his/her use of the Application and the Service. He/she remains fully responsible for any fraudulent use and/or misuse by himself/herself, or by a third party if he/she tolerates or facilitates such usage. He/she undertakes to use the Service in accordance with these Terms and Conditions of Use and any laws or regulations in force. He/she is advised to secure access to his/her Terminal by any means available.

PDF reader software, such as Acrobat Reader, must be installed by the Customer in order to be able to view invoices. Other software may be required, depending on the types of files downloaded from the Application.

To access the Service over the Internet, the Customer agrees to use only approved and authorised computers, equipment, facilities and software, all of which must be in perfect working order and free from defects and viruses.

6. SECURITY, SECRET CODE AND PASSWORD

The Service involves the consultation, exchange or transmission of data by electronic means, making use of public or private telecommunications networks. To ensure data security and confidentiality, POST Telecom reserves the right to use security, authentication and identification procedures, in particular by implementing various technological measures using a public and/or private key system with certification.

For security and confidentiality reasons, POST Telecom will under no circumstances ever send or request a User's password. The Customer or the User, where applicable, is invited to activate or reset his/her password personally on the Service login page.

The Customer is solely responsible for keeping his/her codes and/or passwords secret, and for any consultation, activity or operation performed using his/her codes and/or password. He/she agrees to notify POST Telecom immediately of any unauthorised use of his/her codes and/or passwords by a third party and of any other breach of this security mechanism. He/she also agrees to ensure that after carrying out an operation on the network using his/her code and/or password, he/she correctly disconnects his/her device so that these codes and/or password cannot be copied or appropriated by a third party.

Use of the service may be interrupted, blocked or refused if POST Telecom's IT system detects a problem during the Customer identification procedure or the security procedure in general, particularly where data is incomplete or incorrect. The Customer is solely responsible for any mistakes made when attempting to access the service.

7. PRICES AND COSTS RELATING TO THE USE OF THE SERVICE

Access to the Application and the Service, as well as its use, will be invoiced according to the current price lists, which may be viewed at www.post.lu, excluding any Internet connection costs.

8. DURATION OF THE SERVICE, SUSPENSION AND TERMINATION

The Service is supplementary to the services subscribed to by the Customer with POST Telecom. In principle, the Service has the same duration as the subscribed service or services to which it relates. The Service terminates automatically upon termination of the subscribed services to which it relates. However, it will remain possible to consult the last six invoices for a period of six months after termination of the Service. The Service may also be terminated by either party independently of the subscription agreement(s), provided that at least one month's notice is given by registered post or by any other means of notification made available by POST Telecom.

In the event of suspension of a service to which it relates, POST Telecom will be entitled to suspend access to the Service without prior notification.

In the event of suspension or termination of the Service, the Customer shall not have the right to claim any compensation.

Termination of the Service entails the erasure of all data entered by the Customer or, where applicable, pertaining to the User. By terminating the Service, the Customer accepts this deletion of information and will take responsibility for backing up any information he/she still requires.

9. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

The Customer or the User, where applicable, is fully responsible for his/her use of the Service. He/she agrees to use the Service at his/her own risk, as well as the websites, mobile applications and other content which may be linked to. POST Telecom cannot be held liable in the event of misuse of the Service.

The Customer or, where applicable, the User concerned will inform POST Telecom if any incorrect information is displayed.

10. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF POST TELECOM

POST Telecom may need to suspend the Service, especially for maintenance reasons. These interruptions shall not give rise to any form of compensation.

POST Telecom may only be held liable for the Service in the event of gross negligence or fraud. Similarly, POST Telecom may not under any circumstances be held liable for any indirect damage that the Customer or the User, where applicable, might incur during his/her use of the Service, and/or moral, commercial or financial damages and proceedings made against the Customer by a third party. This list is not exhaustive.

POST Telecom may not under any circumstances be held liable for the reliability of data transmission, access times or possible access restrictions on the Internet or on networks connected to it.

POST Telecom shall be authorised to halt some or all of the Service provision and stop use of the Application at any time and without prior notice.

11. COMPLAINTS

For any questions or complaints relating to the Services provided, the Customer or User should refer to the applicable provisions of the POST Telecom General Terms and Conditions of Sale applicable to the subscribed service.

12. INTELLECTUAL PROPERTY

The Application is software operated by POST Telecom. Through its use, POST Telecom grants the Customer and the User a free, non-exclusive and non-transferable licence in order to access and use the Service. POST Telecom holds the intellectual property rights in respect of the Application and all of its constituent elements, whether visual or audio, including any underlying technology and the content made available to the Customer. It is prohibited to copy, translate, adapt, arrange, modify or distribute these elements, in whole or in part, in any way whatsoever, without the prior written consent of POST Telecom. Any violation of these intellectual property rights could result in civil and criminal prosecution.

13. DATA PROTECTION

Personal data communicated by the Customer or the User via the Application within the Service framework will be processed by POST Telecom, in its capacity as data processor for the Customer, who is himself/herself the data controller for this data, in accordance with the notice relating to the protection of personal data for Professional Customers, available at

<https://www.post.lu/fr/particuliers/conditions-des-offres> ("Telecom / Personal Data Notice / Personal Data Notice (professionals)").

14. APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms and Conditions of Use, as well as any dispute relating to the Service provided via the Application, shall be governed by Luxembourg law, to the exclusion of its conflict-of-law rules.

The parties will endeavour to resolve amicably any claim or dispute that may arise between them in relation to this Application and the Service provided, its signature, interpretation, implementation and/or termination. In this context, each Party may, at any time and without prejudice to any other action, have recourse to the mediation of the "Civil and Commercial Mediation Centre" (or "CMCC") in Luxembourg, in accordance with its mediation regulations.

The courts of the City of Luxembourg in the Grand Duchy of Luxembourg alone shall be competent to settle any claim or dispute that could not be settled amicably between the Parties in accordance with the foregoing articles.

15. TRANSFER OF RIGHTS

The Customer is not permitted to transfer any or all of the rights and obligations arising from these Terms and Conditions of Use to third parties, or to use another person as a substitute, without the written agreement of POST Telecom. However, the latter may transfer its rights and obligations against the Customer in the context of transferring some or all of its activities.

16. MISCELLANEOUS

No party shall be held responsible for any delay in fulfilling its obligations, or non-fulfilment thereof, resulting from a case of force majeure or any event beyond the scope of its normal due diligence.

Should any of the clauses of these Terms and Conditions of Use become null and void and/or not legally enforceable for the Customer or User as a result of legal provisions subject to public policy or a mandatory law, the clause in question shall be deemed unwritten. Nevertheless, the other clauses of these Terms and Conditions of Use shall still apply. Without prejudice to any evidence in writing or kept on another durable medium to which the Customer or the User has access, it shall be agreed that the IT registers kept on the POST Telecom system, its host provider or secure payment partner, constitute proof of communication and of all transactions between the parties. The Parties accept, in particular, that in the event of a dispute, (i) the identification used for the Service is admissible in court and shall be proof of the information and events that it implies and (ii) the connection data relating to actions carried out using the Customer's or the User's identification is admissible in court and shall be proof of the information and events that it implies. The opposite proof cannot be presented.

Should a party fail to exercise, or be late in exercising, a right under these Terms and Conditions of Use or on account of a fault by the other party, this shall not in any way be considered to constitute, or to have the effect of, definitive renunciation by this party of the possibility of subsequently exercising this right or responding to this fault. In the same way, the partial exercise of a right does not prevent a person from exercising the right again at a later date or exercising any other right.