

## 1. DEFINITIONS

For the purposes of these special terms and conditions (the "*Special Terms and Conditions*"), the capitalised terms should be understood as 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);  
"*Terms of Use*": the terms of use governing the sale of services and content offered by a Third-party Service Provider;

"*POST Telecom Invoicing Service(s)*": the default payment method incorporated within the Service, used to pay for content or services provided by Third-party Service Providers via the invoice for Services provided by POST Telecom.

"*Third-party Service Providers*": the publisher(s), legal person(s) or natural person(s) being third parties to POST Telecom, offering a Third-party Service;

"*Third-party Service*": paid content, goods, or services provided by Third-party Service Providers accessible to the Customer, the purchase price of which is collected by POST Telecom via POST Telecom Invoicing Services.

## 2. SCOPE

These Special Terms and Conditions apply to the use of POST Telecom Invoicing Services, available, where applicable, within the context of a Service provided to the Customer for the purchase of Third-party Services. They supplement (and shall prevail in the event of discrepancy) the General Terms and Conditions and other Special Terms and Conditions applicable to the Service in question.

## 3. ORDER PLACED WITH THE THIRD-PARTY SERVICE PROVIDER

- 3.1. Third-party Services are subject to their own specific pricing and Terms of Use, specifying in particular the characteristics, delivery methods, usage and invoicing of these Services. The Third-party Service Provider is responsible for communicating this information before any order is placed by the Customer.
- 3.2. The purchase price of a Third-party Service is added to the Service price.
- 3.3. When the Customer purchases a Third-party Service, he/she may be entitled to the right of withdrawal. The order being placed directly with the Third-party Service Provider, the procedures for exercising this right of withdrawal will be managed by the Third-party Service Provider and are not under the responsibility of POST Telecom.

## 4. ACCESS TO THIRD-PARTY SERVICES

According to the choice made by Third-party Service Providers, Third-party Services may be invoiced to the Customer under different options: fee-for-service, subscription (renewable or not by tacit agreement), or payment according to the duration of the connection of the Customer to the Service. It is up to the Third-party Service Provider to inform the Customer of the access and invoicing terms applicable to the marketed Services.

## 5. USE OF POST TELECOM INVOICING SERVICES

- 5.1. The use of POST Telecom Invoicing Services entails the acceptance by the Customer of these Special Terms and Conditions. POST Telecom Invoicing Services are included in the service subscribed to by the Customer and, where applicable, may be deactivated pursuant to Article 7 below.
- 5.2. By using POST Telecom Invoicing Services, the Customer authorises POST Telecom to collect, via its POST Telecom invoice, the amount corresponding to the cost of the purchases that they have made from Third-party Service Providers.
- 5.3. The POST Telecom invoice for Third-party Services will be issued and payable under the same conditions as those laid down in Article 3 of the General Terms and Conditions of Sale for the sale of Products and/or Services.
- 5.4. The Customer acknowledges that they have been informed that POST Telecom will take the place of the Third-party Provider(s) in the event of non-payment or late payment of Third-party Services the amount of which has been invoiced via POST Telecom Invoicing Services, in order to recover the sums due, and that the provisions of the General Terms and Conditions shall apply under the same terms when POST Telecom is required to proceed with or arrange for the recovery of debts corresponding to Third-party Services from the Customer, including the application of recovery fees and interest on late payment.
- 5.5. POST Telecom may, where applicable, establish maximum limits for payments made via the POST Telecom Invoicing Service, as made available within the context of the Service in question, the terms of which are specified in the applicable Rate Plan or any other medium dedicated to the POST Telecom Invoicing Service on [www.post.lu](http://www.post.lu).

## 6. TERMINATION, DEACTIVATION AND SUSPENSION

- 6.1. Any termination of the Customer Service will automatically entail termination of the associated Invoicing Service.
- 6.2. A Customer who does not wish or no longer wishes to benefit from the POST Telecom Invoicing Service may deactivate it as appropriate.
- 6.3. Termination or deactivation of the POST Telecom Invoicing Service by the Customer may result in the early termination of any subscriptions taken out with Third-party Service Providers and result in the sums due for the Third-party Service becoming payable, as well as the settlement of any obligation under the Terms of Use.
- 6.4. POST Telecom reserves the right to suspend the Customer's access to the POST Telecom Invoicing Service(s) in the event of failure of the Customer to fulfil any of his/her obligations pursuant to Articles 3 and 5 of the General Terms and Conditions.

## 7. COMPLAINTS

- 7.1. For any question or complaint regarding Third-party Services, the Customer should contact (i) the customer support of the Third-party Service Provider whose contact details are shown in its Terms of Use or on any other dedicated medium of the Third-party Service Provider or, where appropriate, of POST Telecom, (including the Rate Plan), or, (ii) failing that, POST Telecom support, pursuant to Article 4 of the General Terms and Conditions.
- 7.2. For any requests for information concerning POST Telecom Invoicing Services, the Customer may contact POST Telecom pursuant to Article 4 of the General Terms and Conditions.

## LIABILITY

- 8.1. The Customer shall be solely liable for his/her own use, or use by a third party (whether an adult or a minor), of the POST Telecom Invoicing Service(s) included in the Service provided by POST Telecom.
- 8.2. The Third-party Service is provided under the sole responsibility of the Third-party Service Provider. POST Telecom has no influence over the Content provided in the context of the Third-party Service. Accordingly, it offers no guarantee regarding the quality, legality and/or duration of availability of this Content and assumes no liability in this regard.
- 8.3. POST Telecom will not be party to any dispute that might arise between the Customer and the Third-party Service Provider.

## 9. PERSONAL DATA

- 9.1. Personal data concerning the Customer may, where appropriate, be transmitted by POST Telecom to the Third-party Service Provider or to any partner involved in providing POST Telecom Invoicing Services.
- 9.2. The purchase of certain Third-party Services may require personal data to be collected by the Third-party Service Provider. In this case, collection shall take place under the sole responsibility of the latter and the rights relating to the personal data thus collected shall be exercised directly with the Third-party Service Providers.

*The present document is a free translation in English language of the French version of POST Telecom's "Conditions Particulières de vente - services de facturation POST Telecom pour services digitaux" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.*