

# SPECIAL TERMS AND CONDITIONS OF SALE FOR THE MOBILE COMMUNICATION SERVICE

## 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);

"*Mobile Number*": the concerned mobile call number from the national or international telephone numbering plan;

"*Mobile Service*": the Service enabling the Customer to make and receive national or international mobile communications (voice calls, SMS, MMS and data (including access to mobileInternet service) via a Mobile Number from the national or international telephone numbering plan);

"*Net Neutrality Document*": the document "Net neutrality and quality of mobile 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) ;

"*SIM*": Subscriber Identity Module or any similar module comprising a Customer identification software application. A SIM may also include a card containing this application ("*SIM Card*") in which case it qualifies as a Rented Product.

## 2. SCOPE

2.1. These Special Terms and Conditions apply to any Mobile Service Contract.

## 3. ACCESS TO MOBILE SERVICE - ACTIVATION

3.1. Before ordering the Mobile Service, the Customer must verify:

(i) that the Mobile Service package subscribed to is suitable for the Customer's needs and intended use; and

(ii) that any mobile device is compatible with the Service used and that the device is correctly installed and configured.

3.2. Unless there are technical restrictions, notably linked to the mobile device used, POST Telecom upon conclusion of the Contract, will provide the Customer with a SIM Card, the number of which is stated in the Contract, together with a PIN code (personal identification number) and a PUK code (personal unlocking key).

3.3. Subject to the submission of a complete Customer application and unless a specific Activation date is mentioned in the Contract, POST Telecom will activate the Mobile Service as soon as possible and no later than seven (7) days from the date of conclusion of the Contract. For the roaming Mobile Service, this maximum period is fifteen (15) days.

## 4. PRICING

The Mobile Service is billed according to the applicable Rate Plan and in accordance with Article 3 of the General Terms and Conditions.

## 5. MOBILE SERVICE TERM

Unless otherwise agreed, a Mobile Service Contract is in principle concluded for a minimum commitment period as indicated in the Contract.

## 6. MOBILE SERVICE USE

6.1. Any SIM Card provided to the Customer by POST Telecom remains the full and exclusive property of POST Telecom. At the end of the Contract for whatever reason and unless there is a technical exception relating to the mobile device used, the Customer is bound to return the SIM Card to POST Telecom in good condition.

6.2. Notwithstanding any other declaration formalities that must be undertaken by virtue of the applicable law, the Customer undertakes to notify POST Telecom of any loss or theft of a SIM Card provided by POST Telecom or of the PIN and PUK codes. On

condition that the Customer making the above notification is properly identified, the Mobile Services will then be immediately blocked by POST Telecom. Until the Service is blocked, the Customer is liable and accountable vis-à-vis POST Telecom for any mobile communications made. Blocking does not entail termination of the Contract, meaning that the subscription fees remain due. The Customer will, in principle, be issued with a new SIM Card and/or new PIN and PUK codes. At the Customer's request, the Mobile Services will be reactivated and the Customer will then again be able to use the Mobile Services. POST Telecom is entitled to bill the costs of replacing a lost or stolen SIM Card and/or reactivating the Service.

6.3. The SIM may only be used in a mobile telecommunication device. The Customer is responsible for the use of the SIM Card and must take all necessary precautions to avoid inappropriate, fraudulent and/or malicious use and/or any Security Incident on the SIM either by the Customer or by a third party. In particular, the Customer is prohibited from using (i) the SIM for communications with diverted routing, (ii) a system to automate calls or messages and/or (iii) the SIM as a mobile gateway for transmission or reception. Any copy or attempted copy of the technical identification data contained in the SIM is prohibited.

6.4. In the event of call forwarding, the Customer must ensure that s/he first obtains the consent of the holder of the call number to which the call is to be forwarded.

6.5. In accordance with Article 5.6 of the General Terms and Conditions for consumer customers and Article 7.1 of General Terms and Condition for professional customers, the Customer uses the Mobile Service in a personal capacity. However, a professional Customer may allow another person linked to his/her organisation to use the Mobile Service in full or in part and undertakes in this case to provide POST Telecom on request with the complete identity of that person, unless that person is explicitly mentioned on the relevant Form. If the Customer requires a statement detailing each communication, he/she must ensure that every user is duly informed thereof, in accordance with the provisions of data protection legislation.

6.6. The Customer acknowledges the fact that special prices can be applied to roaming calls in accordance with the applicable Rate Plan. The Customer shall be bound by payment of any additional costs and fees related to all the SIM card(s) included in the Contract and acknowledges the fact that the user of such SIM card can modify or void the prevention and capping mechanism of data roaming calls established in accordance with the regulation CE 531/2012.

6.7. The Customer is duly informed of the risk and is solely liable for any connection and/or downloading of automatic, unmonitored data, both in Luxembourg and abroad while roaming. The Customer may reduce this risk by specially configuring his/her mobile device and deactivating the feature for data transfer over the mobile Internet network provided via the Mobile Service once he/she has finished browsing or using applications via his/her mobile Internet access. POST Telecom reserves the right to terminate any mobile Internet connection session, in particular due to technical reasons, network congestion, or billing or security reasons.

6.8. The Customer may block the transmission and reception of data (including when he/she is connected to a foreign mobile communication network), of the SMS feature or of certain types of premium SMS and/or of certain types of calls from or to his/her mobile device. To do this, the Customer must (i) follow the procedure published on the website [www.post.lu/particuliers/contactez-nous](http://www.post.lu/particuliers/contactez-nous), (ii) contact the POST Telecom Helpdesk (available 24/7

at 8002 8004), or (iii) go to a POST Telecom sales outlet.

## 7. PREPAID MOBILE SERVICE

7.1. Activating the prepaid Mobile Service Mobile is subject to Customer identification in line with the POST Telecom identification procedure in force on that date. The identification rules to which the Customer must conform, can be consulted at any time on the website <https://www.post.lu/particuliers/fn-anonymat-tiptop> . New subscriptions to the prepaid Mobile Service will be activated within two (2) days as from the full completion of the Customer identification procedure as validated by POST Telecom.

7.2. The Customer may transfer all or part of the call credit linked to his/her prepaid Mobile Service to a bill-pay Mobile Service in accordance with the applicable Rate Plan. The transfer of all call credit entails termination of the relevant prepaid Mobile Service Contract.

7.3. Provided that it has issued a warning to the Customer giving him/her at least seven (7) days to take the necessary measures, POST Telecom is entitled to terminate the Contract in the following cases:

(i) the prepaid Mobile Service is not used in the six (6) months following its subscription;

(ii) the prepaid Mobile Service is not topped up within four (4) months of the last top-up; or

(iii) failure to complete the identification procedure required under Article 7.1.

Such termination automatically and fully entails the deactivation of the SIM relating to the Contract.

## 8. FAIR USE POLICY

8.1. The applicable Rate Plan specifies where appropriate the criteria used to determine whether the Customer has used the unlimited volume Mobile Service in an unfair and excessive manner. The Customer acknowledges the fact that the unlimited flat rates for mobile calls and text messages (SMS) included in certain subscription packages apply exclusively to direct communications between two people. The following are not included in the flat rate and are likely to be considered unfair and excessive use under the General Terms and Conditions: trading of communications with a third party, conference calls, VoIP calls, call forwarding, use for surveillance purposes, transmission of broadcast audiovisual or other recorded material as well as use of automated call systems without human intervention.

8.2. The Customer also acknowledges that he/she has been made aware in advance of the fact that POST Telecom applies fair use policy rules drawn up and/or updated by the competent authorities (including the European Commission by virtue of Regulation (EU) 531/2012 on roaming on public mobile communications networks within the Union, as amended) for use of the Mobile Service while roaming and may bill communications that exceed these rules up to the maximum limit authorised by these rules.

## 9. TRAFFIC MANAGEMENT

9.1. The announced internet access speeds (or Data traffic transmission speeds) are equivalent to the estimated maximum Internet access speed. However, actual internet access speed essentially depends on several factors, including the overall traffic generated on the mobile network, the device used by the Customer, or the territorial coverage of the network and therefore cannot be guaranteed in all circumstances. The level of quality of the service applicable to traffic transmission constitutes an obligation of best endeavours on the part of POST Telecom, without prejudice to measures that POST Telecom is authorised to take by virtue of Article 9.2 (ii) to (iv) below.

- 9.2. POST Telecom is authorised to take reasonable measures to manage the traffic of voice calls and data (including throttling or blocking and/or any other reasonable means according to the circumstances) provided that these are transparent, non-discriminatory, proportionate and necessary:
- (i) to offer objectively different technical service levels for specific categories of traffic;
  - (ii) to implement a legislative or regulatory provision, court ruling or administrative decision;
  - (iii) to preserve the integrity and/or safety of the Infrastructure, of services provided via this Infrastructure and of Customer terminals; or
  - (iv) to reduce as much as possible the effects of temporary or exceptional congestion of the Infrastructure provided that equivalent traffic types are treated identically.
- Such reasonable measures to manage the traffic cannot impact the personal data processing made in accordance with the provisions of the General Terms and the Personal Data Notice.
- 9.3. For the sake of clarity, throttling induces a decrease of Internet speed, that may lead to extended downloading or uploading time whereas blocking leads to a disruption of all or part of the related Service of the same duration.

## 10. CALL NUMBER - PORTING

- 10.1. The ILR has sole responsibility for managing the national numbering plan and determines the rules relating thereto. In accordance with this plan, POST Telecom allocates a Mobile Number to the Customer when the Mobile Service Contract is concluded.
- 10.2. POST Telecom may be required to change this Mobile Number on regulatory or technical grounds, in which case it will notify the Customer in advance and, if the number is being changed on technical grounds, at least one (1) month before the change. The Customer may not claim any compensation as a result.
- 10.3. In accordance with the regulations in force, the Customer has the right to keep the Mobile Number allocated to him/her by POST Telecom when he/she terminates the Mobile Service Contract linked to this Mobile Number and simultaneously subscribes to a Mobile Service with another operator. If the Customer wishes to transfer use of the Mobile Number allocated by POST Telecom to another operator, he/she must apply to the operator using a form provided by this other operator. Unless POST Telecom refuses to implement porting on valid grounds in light of the regulations, any formal request made by the Customer to port a Mobile Number over to another operator entails a request to terminate the relevant Mobile Service Contract. This termination must be in line with the relevant provisions of the General Terms and Conditions.
- 10.4. If the Customer terminates his/her Mobile Service Contract and does not port the Mobile Number in question, POST Telecom will have the right to allocate the Mobile Number in question to another Customer six (6) months after the effective termination date.
- 10.5. A Customer wishing to transfer use of the Mobile Number allocated by another operator to POST Telecom, may make a request to that effect by means of the applicable form. If the Customer is eligible for porting, the porting formalities will then be completed by POST Telecom. The Customer nonetheless remains fully responsible vis-à-vis the other operator for any consequences arising from such porting (in particular with regard to termination fees and/or other costs remaining due under the contract he/she entered into with the relevant operator).

## 11. TELEPHONE DIRECTORY

- 11.1. The Customer is registered in the POST Telecom Mobile Service customer database. Subject to the Customer's express agreement in the Contract and for as long as said agreement holds, POST Telecom will provide directory publishers and telephone enquiry service providers with the Customer's standard entry (Mobile Number allocated, name, address and, at the Customer's request, title, occupation and/or trade name), at the request of such publishers and service providers, which may make them public under their own responsibility.
- 11.2. The Customer may verify, correct, delete or contest at any time and free of charge the publication of his/her data in a directory or the use thereof by a telephone enquiry service provider and the inclusion of his/her data in lists enabling reverse identity searches on the basis of his/her Mobile Number. This request must be made in writing by the Customer and submitted with a copy of his/her identity card.

## 12. GARANTIE PLUS

When purchasing a mobile telecommunication device sold by POST Telecom as part of a Mobile Service Contract, the Customer may subscribe to a range of additional support and commercial guarantee services, known as Garantie Plus. The subscription and implementation conditions for Garantie Plus are set out in the thereto applicable Garantie Plus Specific Conditions of Sale.

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