

1. DEFINITIONS

In these general terms and conditions ("General Terms and Conditions"), the terms starting with a capital letter are defined as follows:

"**Article**": an article of these General Terms and Conditions

"**Communications Services**": a service providing connection to a public communications network and/or publicly electronic communications service accessible to the public within the meaning of the Act of 17 December 2021 on electronic communications networks and services

"**Contract**": any formal agreement on a durable medium specifying the Service and/or Product ordered, which has been accepted by both Parties

"**Customer Equipment, your Equipment**": (i) equipment, installation, infrastructure, network systems and/or components, and Products sold under your control and/or having to be delivered by a supplier other than POST, for the purpose of using, interacting with or providing any Service, and (ii) any equipment, hardware and facilities that are not Products Provided, to which the POST Network and/or Products Provided must be connected in order to provide some or all of the Services

"**Customer, you, your, yours**": any natural person acting for purposes that do not primarily fall within the scope of their trade, business, craft or professional activity

"**Data Protection Notice**": the notice concerning the protection of POST data, which may be consulted at points of sale and at www.post.lu/conditions

"**Employee**": an employee of POST Luxembourg and its subsidiaries, regardless of his/her status and/or the nature of his/her working relationship

"**Force Majeure**": any unforeseeable, unstoppable and extraordinary event beyond the reasonable control of the Parties that prevents the affected Party from performing all or part of their obligations under the Contract

"**ILR**": Institut Luxembourgeois de Régulation (Luxembourg Regulatory Institute)

"**Law on the Financial Sector, LFS**": the Law of 5 April 1993 on the Financial Sector, as amended

"**Net Neutrality Document**": the POST documents entitled Net neutrality and quality of fixed internet access service and Net neutrality and quality of mobile internet access service, which can be consulted at points of sale and at www.post.lu/conditions

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

"**POST**": POST Telecom S.A., having its registered office at 1, rue Emile Bian, L-1235 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 43290, holder of business permit No 00116288/55 and approved by the Minister of Finance as a support professional in the financial sector (i) customer communication agent (Article 29-1 of the LFS) and (ii) operator of computer systems and communications networks in the financial sector (Article 29-3 of the LFS)

"**POST Luxembourg**": POST Luxembourg, a public institution registered with the Luxembourg Trade and Companies Register under number J28, having its registered office at 20 rue de Reims, L2020 Luxembourg

"**POST Network**": any element of the network and related infrastructure (including any hardware, equipment or installations that do not constitute Products Provided, but excluding any Products Sold) used by POST to provide and/or interact with any Service

"**POST subsidiary**": any company in which, directly and/or indirectly, POST Luxembourg holds at least 50% of the shares

"**Price**": the price applicable to the Products and Services as specified in the Contract

"**Product**": any tangible or intangible good sold, leased or made available by POST under a Contract

"**Product Provided**": any Product, made available to you by POST for a fee or free of charge, the terms of which are set out in the Contract

"**Protected Information**": Information subject to professional secrecy as prescribed by the Law on the Financial Sector

"**Rate Plan**": any document that contains the main features and financial terms that apply specifically to a Service or Product under the Contract

"**Regulatory requirements**": all national, European or international legal and/or regulatory provisions that are applicable to POST or to the Products/Services concerned; in particular, the Law on the Financial Sector

"**Security Incident**": any attempted or actual hacking, physical or other damage, as well as any circumstances that might adversely affect the security of the Products, the Services, your Equipment, the Network, or POST data and equipment

"**Service**": any POST service described in the Contract

"**Special Terms and Conditions**": any POST terms and conditions applicable to a specific category of Product or Service

"**Subcontractor**": means a subcontractor of POST involved in the performance of all or part of the Contract and/or Services.

2. SCOPE AND CONCLUSION OF THE CONTRACT

2.1. These General Terms and Conditions shall apply to any Contract under which you are duly notified of their application.

2.2. **Order**. You can order our Products and Services using the proposed methods and resources, which may vary depending on the Product/Service concerned and the category of customer concerned. The provision of a Service may be subject to technical eligibility.

2.3. **Solvency**. Prior to entering into the Contract and throughout the term of the Contract, POST may:

- ask you to provide any information necessary to demonstrate your solvency

- make the supply or continuation of a Service or of a Product conditional upon the submission of a deposit or letter of guarantee, or the payment of an advance, as well as shorter invoicing or payment deadlines. The amount deposited is non-interest bearing and will be returned to you at the end of the Contract (or at the earliest twenty-four (24) months after the date of the deposit or delivery of the bank guarantee letter), subject to full payment on the due dates of the sums due under the Contract.

2.4. **Identification**. The Regulatory Requirements oblige POST to identify and verify the identity of both its prospective and actual customers. You undertake to provide and keep up to date the information requested at the time of conclusion of the Contract and throughout the contractual relationship, enabling both you and your authorised representatives to be identified. You are responsible for the veracity of this information. This obligation is essential and its breach may result in suspension of the Contract with immediate effect in accordance with Article 12 below.

2.5. **Conclusion of the Contract**. The Contract is concluded by the occurrence of the first of the following events: signature of the Contract by all Parties, notification by POST of confirmation of the order, your acceptance of the Contract via a digital or written medium, activation of the subscribed Service or delivery of the Product ordered. In the case of a telephone order, the Contract will be concluded by your written confirmation.

2.6. **Activation**. Unless otherwise agreed, POST shall supply or activate the Product and/or Service as soon as possible after conclusion of the Contract, subject to technical capacity and its resources.

2.7. **Changes in the supply methods**. POST may change these methods during the term of the Contract at its discretion, at no additional cost to you

and without changing the essential features of the Service or Product, particularly with regard to technological developments or technical constraints and Regulatory Requirements, even after the conclusion of the Contract. These changes are not considered to be contractual changes entitling you to termination of the Contract at no cost within the meaning of Article 13.

2.8. **Customer mandate**. You may give a mandate to one or more natural persons named in a document to be drawn up in accordance with the procedures and resources provided by POST, in order that they may act in your name and on your behalf in relation to the Contract concerned.

3. SALE, RENTAL OR PROVISION OF A PRODUCT

3.1. **Transfer of risk**. The transfer of risk takes place when it is passed to you or to a third party designated by you.

3.2. **Product guarantee**. You benefit from a legal guarantee of conformity and against hidden defects for any Product purchased from POST. For some Products, a commercial guarantee is or can be included in the Contract concerned. Any form of guarantee, remedy or liability on the part of POST is excluded if you knew or should reasonably have known of the defect when the Product was delivered. Used Products are sold as is and you are deemed to be aware of this condition.

3.3. **Retention of title clause**. Products sold by POST remain fully and exclusively the property of POST until payment has been received in full, except in the case of subsidies.

3.4. **Product Provided**. A Product Provided remains the exclusive property of POST. You may not under any circumstances sell, sublet, transform, or offer as collateral such a Product, or even lend it any form to a third party. You are solely responsible for correctly using and keeping the Product Provided (including a Product Provided that has already been delivered but has not yet been activated by POST and/or used, or which is temporarily disconnected). You are responsible for any damage, deterioration, loss, theft and/or destruction of any Product Provided, regardless of the cause, unless this is due exclusively to gross negligence or fraud on the part of POST. In the event of damage, loss or theft of a Product Provided, you must immediately inform POST, including, if applicable, a copy of the declaration of theft or loss submitted to the competent authorities. You shall endeavour to protect it against any risk of damage during the term of the Contract.

You shall bear all reasonable costs arising from the events detailed above, including but not limited to the costs of diagnostics, repair, replacement and travel. In any event, you shall reimburse POST for the residual value of the Product Provided on the day of its damage, loss or theft.

3.5. **Replacement/repair of a Product Provided**. POST shall be exclusively authorised to work on a Product Provided and to modify it, update it (remotely, if applicable), replace it and/or repair it, in whole or in part. In the event of malfunction of any Product Provided during the term of the Contract, POST undertakes to repair or replace it free of charge (unless the malfunction is attributable to you), as soon as possible and while stocks last. POST will determine at its own discretion what technical means are appropriate for this purpose and its liability is limited to repairing or replacing it.

If a replacement Product is made available during a repair or analysis of a problem encountered, you will be required to return the replacement Product in its original condition, except for normal wear and tear, no later than three (3) working days after the repaired or replaced Product is made available. Otherwise, you will be invoiced for the residual value of the replacement Product.

3.6. **Intervention on a Product Provided**. You authorise POST and its Subcontractors to operate on

a Product Provided and you accept that POST reserves the right, at any time, to modify, update – if necessary remotely, or replace all or part of a Product Provided, particularly in the event of technical constraints, in order to improve the Service or ensure compatibility of the Product with the Service.

3.7. **Loss of data.** POST may not under any circumstances be held liable for the loss of any data that may be stored in a Product Provided (including where such loss occurs while the Product Provided is being analysed and/or repaired). You shall take all measures necessary steps protect/preserve the data stored in any Product Provided from any loss or unauthorised access prior to the intervention of POST or a Subcontractor.

4. INVOICING AND PAYMENT

4.1. POST invoices the Product and/or Service in accordance with the Pricing and rates applicable under the Contract. POST prices include all taxes due for the Product or Service in question. These taxes are billed at the rate in force at the time of issue of the invoice.

4.2. Invoices may be notified by any means, including electronically or in an online space defined by POST. POST may invoice for the cost of sending a paper invoice.

4.3. Invoices issued by POST in relation to the Service or the Product shall be presumed correct for accounting between the Parties.

4.4. You have a period of fifteen (15) days from notification of an invoice to dispute all or part of this invoice in writing, giving detailed reasons. The submission of a written contestation does not release you from paying the invoice.

4.5. All invoices must be paid by the agreed method and within the agreed payment period. If payment is not made within this period, POST will be entitled to invoice you for recovery costs and interest at the legal rate, incurred as a result of late payment.

4.6. **Immediate and advance payment.** POST may require immediate payment of past due debts, or even prepayment of debts due on a month-to-month basis if you are subject to debt proceedings.

5. OBLIGATIONS OF THE CUSTOMER

5.1. **Use of the Service or Product.** You agree to use any Service and/or Product with due care and in accordance with the instructions of the manufacturer and POST. You may not transfer, rent or resell all or part of any Service or Product.

You are fully responsible for any unauthorised or improper use by you or by a third party if you tolerate or facilitate such use. You agree to comply, where applicable, with the fair use policy detailed in the Contract applicable to the Service in question.

5.2. In the event of a breach of Article 5.1, POST may (i) invoice for the services consumed in accordance with the applicable Price and (ii) restrict the Service (it being understood that this restriction may result in a reduction in the quality of certain Services, in particular those consuming more bandwidth). If you repeat such conduct, POST reserves the right to suspend the Service in accordance with Article 12.

5.3. **Checks by the Customer.** You acknowledge that you have, prior to conclusion of the Contract, checked the technical and operational characteristics of the Service or Product concerned in relation to your needs, as well as the compatibility and suitability of your Equipment. For some Services, POST provides a tool to allow you to check Service availability and your eligibility. This is provided for information only. In any event, your technical eligibility for a Service remains to be confirmed by POST, as well as the associated cost.

5.4. **Cooperation.** You shall provide POST with such assistance as it may require throughout the term of the Contract, free of charge and in a timely manner. In this respect, you shall (i) promptly send the information necessary for correct performance of the

Contract, and (ii) as soon as you become aware of the request, send any information relating to any event likely to have an impact on the performance of the Contract, and in particular, any damage to elements of the Product Provided or POST Network, or any Security Incident. You shall be responsible for any Security Incidents (including any costs resulting from the use of the Product or the Service associated with it) that are attributable to you or which occur via any of your Equipment. POST may take any necessary measure to avoid or limit a Security Incident or the risk of a Security Incident or to limit a possible known Security Incident and will inform you in good time.

Upon the request of POST, you shall grant Employees free safe access to your premises, Equipment and Product Provided, within the required time frame and remotely where applicable, to the extent necessary for correct performance of the Contract or for the integrity of the Product Provided or the POST Network. You grant the right to inspect and intervene in such items to the extent that POST or its Subcontractors, if any, deem such access or inspection necessary for performance of the Contract.

5.5. **Equipment.** You are fully responsible for your Equipment and its installation. You are under an obligation to protect it and keep it in good condition and in compliance with the regulations in force and with the technical specifications of the Product or Service, as well as to ensure that it is adequately protected against Security Incidents. In this respect, POST may request that you upgrade the software on your Equipment, failing which the Service may no longer function in accordance with the commitments made by POST under the Contract.

5.6. You agree to make your Equipment available to POST within the required time frame, to ensure correct performance of the Contract. If you are unable to meet any agreed deadline in this regard, you should immediately notify POST and cooperate with POST until your affected Equipment has been provided or made accessible.

5.7. If POST needs to work on all or part of your Equipment during activation or thereafter to ensure the proper performance of the Contract, POST shall promptly inform you of the date of the work and, barring exceptional circumstances, will provide an estimate of any costs to be charged to you based on information you provided at the time of signing the Contract.

5.8. POST is not responsible for ensuring that your Equipment is suitable or compliant. You may, at your own expense, subject to technical eligibility and feasibility, subscribe to a Product Installation Service and/or Equipment adaptation Service (e.g. wiring inside a building). You may also buy or, under certain circumstances, be required to buy a kit enabling you to install the Service yourself.

5.9. If there is a risk that work could cause significant damage to your Equipment, a work report may be drawn up stating the condition of your Equipment before and after the work. If you refuse to use such a work report, POST may refuse to carry out the work and/or suspend or terminate the Contract. Unless otherwise mentioned at the end of the work, the work report shall be deemed to be accepted, in the absence of written objection on your part, within fifteen (15) days of the date of the work.

5.10. POST reserves the right to invoice you for travel expenses if you refuse the planned operation, are absent or not represented on the agreed date without having rescheduled the intervention at least three (3) working days before the initially agreed date.

5.11. **Authorisation.** You have all necessary authorisations from the competent authorities and, where applicable, the owner of the building in which the Service is to be provided, as well as any supplier's licences that may be required for the Service or Product concerned.

5.12. **Non-compliance with obligations.** In the event that you fail to comply with your obligations under this Article 5, POST cannot be held liable for the consequences of any delay or damage resulting therefrom, and shall be entitled to (i) refuse, suspend, postpone its intervention and/or the supply of all or part of the Products or Services and (ii) charge the Price and any additional costs and/or damages resulting therefrom.

6. OBLIGATIONS OF POST

6.1. When performing the Contract, POST shall exercise the care that can be expected of an honest and professional supplier in comparable circumstances and under comparable contractual conditions.

6.2. POST holds and will maintain all authorisations, licences or other permits necessary in order to provide the Products and Services.

6.3. Concerning the risks inherent in the provision of ICT Services and telecommunications, and especially international communications involving infrastructure and networks that are not part of POST Networks or equipment, hardware and facilities that do not constitute Products Provided, POST shall endeavour to ensure the continuity and quality of the Services as well as the availability and reliability of the POST Network, subject to and within the limits of technical constraints and commercially reasonable resources available.

6.4. Where possible, POST will notify you of any intervention on the POST Network and/or the Product Provided that might reasonably be expected to adversely affect or interrupt the provision of all or part of the Services.

7. SUBCONTRACTING

7.1. In connection with and for the purpose of providing the Services, you agree and direct POST to engage the services of the following regulated or unregulated Subcontractors:

- POST Luxembourg for internal support services and ICT services for the provision of Services;
- Victor Buck Services S.A. for invoicing services and any other POST Subsidiary acting as a Subcontractor; or
- any other Subcontractor mentioned in the Contract.

7.2. You acknowledge that when subscribing to the Service you read the details relating to subcontracting, including the transfer of Protected Information, i.e. the Protected Information that may be transferred and disclosed for each subcontractor and the country in which the Subcontractors are located.

7.3. **Change in subcontracting.** POST will notify you if there is any change in subcontracting or any new subcontracting that includes the transfer of Protected Information. You can request this updated information from your POST contact person or at a point of sale. Any change shall be deemed accepted if you have not sent a written objection to POST under the terms of Article 17 below within thirty (30) days of the date on which the information was sent.

7.4. You understand and agree that the use of Subcontractors may result in the sharing of or access to certain information, including Protected Information, such as certain business, accounting or technical information, relating to you and possibly your customers, in the context of a service contract or pre-contractual discussions. Subcontractors are either subject by law to an obligation of professional secrecy or contractually obliged by POST to comply with strict confidentiality rules. You acknowledge and accept, however, that Subcontractors are not subject to Luxembourg professional secrecy rules and that the professional secrecy that may apply to them may be less stringent than Luxembourg legislation on professional secrecy. In addition, under certain

circumstances and despite their confidentiality commitments, they may be legally required to provide Protected Information to third parties or authorities. For the purposes of and throughout the term of the Contract, you instruct and authorise POST to transfer your data (including Protected Information) in connection with this recourse to Subcontractors.

- 7.5. **Liability.** In the event of subcontracting under this Article 7, POST remains liable for all acts and omissions of its Subcontractor(s) as if the act or omission had been directly committed by POST.
- 7.6. **CSR.** POST is committed to corporate social responsibility and makes every effort to ensure that all of its Subcontractors embrace the values and commitments described in its supplier code of conduct available at www.postgroup.lu.

8. LIMITATION OF POST LIABILITY

- 8.1 POST is not liable to you for any damage or prejudice:
- (i) that is not primarily attributable to it (notably in the event of force majeure or a Security Incident), in which case joint and several liability with other debtors is excluded; or
 - (ii) resulting from the nature or content of communications and/or information transmitted via or stored on the Infrastructure or a Product; or
 - (iii) resulting from a cause primarily attributable to you, notably in the event of non-compliance with a provision of Article 5; or
 - (iv) resulting from a measure taken by POST by virtue of Article 12.1; or
 - (v) resulting from a lack of conformity or other aspect in a Service or Product Provided, which was notified after a period of one (1) month from the time when you should reasonably have noticed it or after a period of six (6) months from the date of supply of the Service or Product concerned.
- 8.2 The limitation of POST's liability as set out in Article 8.1 shall not apply to any damage or prejudice caused to you as a direct result of gross and/or wilful negligence on the part of POST.

9. INTELLECTUAL PROPERTY

You acknowledge that the intellectual property rights (including notably the rights to any software, logos and brands) that are provided to you as part of the provision of a Product or Service do not belong to you. You may not use these intellectual property rights for any purpose other than normal use of the Product or Service, except as expressly permitted by law.

10. TERM OF THE CONTRACT

- 10.1. The Contract comes into force as soon as it is signed by the Parties in accordance with Article 2.5.
- 10.2. If the Contract is signed for a minimum term, unless otherwise agreed, it shall be automatically extended for an indefinite term unless terminated by either Party at least one (1) month before the renewal date.
- 10.3. If the Contract is for an indefinite term, either Party may terminate it at any time subject to one (1) month's notice.
- 10.4. Articles that are intended to address post-termination effects of the Contract shall survive termination.

11. AMENDMENT DURING THE CONTRACT TERM

- 11.1. The Contract may only be amended jointly in writing by the Parties.
- 11.2. Notwithstanding the previous article, POST may unilaterally amend the Contract by giving notice of the amendment at least one (1) month before it comes into force.
The contractual amendment does not entitle you to termination at no cost if it applies to Services other than Communication Services or, in the case of

Communication Services, if it (i) is favourable to you or (ii) concerns a price increase due to an increase in taxes or duties (e.g. copyrights) applicable to the Product or Service or an increase in the consumer price index or (iii) is of a purely administrative nature and does not adversely affect the end user or (iv) arises from European Union or national law.

- 11.3. In all other cases of contractual amendment, you may refuse application of the new conditions and exercise your right to terminate the Service concerned within one month of being notified. This termination will be at no additional cost, except for any costs applicable to subsidised terminal equipment kept in accordance with Article 13.3.

12. SUSPENSION

- 12.1. POST may suspend the Contract and one or more individual Services with immediate effect, in whole or in part, without any compensation being due as a result:
- (i) if required to do so by a competent authority or court, applicable legislation, as well as in the event of a breach on your part of a regulation in force causing damage to POST or its Subcontractors
 - (ii) in the event of a Security Incident, manifest fraud by a third party or where the correct operation or integrity of the Product Provided or the POST Network so requires (including in the context of its maintenance)
 - (iv) if you request the deletion of certain types of personal data or revoke consent for the transfer of Protected Information to Subcontractors
 - (v) in the event of manifest fraud, misuse of the Service or use of non-approved Equipment
 - (vi) if you fail to comply with all or part of your contractual, legal, regulatory or administrative obligations, including your obligations of transparency and information as referred to in Article 2.4
 - (vii) in the event of late payment of an invoice that has not been resolved within the period indicated in the payment reminder letter
 - (viii) if you are subject to insolvency proceedings.

13.2 You will be informed of any suspension measure as quickly as possible. Suspension will be maintained until the grounds for its application have been removed.

13.3 In the event of a suspension arising from a failure on your part, this does not release you from the payment of invoices due or invoices issued during the period of total or partial suspension of the Service. POST shall furthermore be entitled to demand compensation for blocking and, if applicable, reactivating the Service concerned in accordance with the terms of the Contract. You are entitled to the same compensation if the suspension is due exclusively to a failure by POST to meet an essential obligation incumbent on it under the terms of the Contract.

13. TERMINATION

- 13.1. POST shall be entitled to terminate the Contract or a particular Service with immediate effect, in whole or in part, without any compensation consequently being due:
- (i) if a suspension measure as defined in Article 12 lasts more than fifteen (15) days;
 - (ii) if for reasons beyond the control of POST, such as technological developments (including technological obsolescence of a POST Product or the POST Network resulting in the end of life of a Service) or constraints resulting from the commercial relationship between POST and its suppliers; or
 - (iii) if POST serves you prior notice to comply with applicable legal or contractual requirements, or to cease any unlawful, fraudulent or abusive use by third parties if you tolerate or facilitate such use, and you have not complied satisfactorily with such notice within one month of its notification.

13.2. Without prejudice to Articles 10.2, 10.3 and 11.2 above, you may terminate the Contract:

- (i) in the event that POST fails to fulfil one of its fundamental obligations under the Contract and has still not fulfilled it within one month after formal notice has been served;
- (ii) by virtue of any right to withdrawal that you enjoy under the Consumer Code;
- (ii) if it has not been possible to activate the Service because the Service in question is not technically eligible; or
- (iii) in all other cases, with one (1) month's notice.

13.3. In the event of termination of the Contract, for whatever reason, you are obliged to:

- pay for the Service on a pro rata basis for the days of use until the effective Contract termination date;
- return, or allow POST to recover, the Products Provided, at first request, using a method determined by POST. Failing this, POST shall be entitled to issue an invoice for the market value of the Product Provided in question, on the Contract termination date;
- refund the residual value of any Subsidised Product sold that you keep.

13.4. In the event of termination of the Contract during the minimum contractual term, you will also be liable for a penalty corresponding to the monthly subscription fees for the Service and the options concerned, for the period remaining until the end of the minimum contractual term. This penalty will not be less than twenty (20) euros. This penalty will not be due if you terminate the Contract under the provisions of Articles 11.3 (certain cases of contractual amendment), 13.2 (i) (breach on the part of POST), (ii) (withdrawal) and (iii) (no technical eligibility), or if POST terminates the Contract under Article 13.1 (i) (suspension), only in cases where the suspension is not the consequence of your breach or actions, and (ii) (reasons beyond the control of POST).

13.5. **Migration.** Any migration of a Service to another tariff (or technical) plan or to another operator (including in the case of a porting of a telephone number or in the case of a mandate to unbundle a line in favour of another operator) constitutes a termination which must follow the rules of these General Terms and Conditions and, where applicable, the porting conditions in force as published by the ILR on the date of the porting request.

13.6. **Termination of a Bundle.** The Services of a bundle invoiced at a single subscription price form part of a single Contract, the termination of which, even of a single Service, automatically results in the termination of all bundled Services. Any discounts or other advantages granted due to simultaneous subscription to several Services will cease to be valid if the Contract relating to at least one of these Services is terminated. In this case, these discounts automatically cease to be valid from the effective termination date.

14. FORCE MAJEURE

- 14.1. Any Force Majeure event shall suspend the obligations arising from the Contract from the date of notification by the affected Party to the other Party and for the duration of its existence. If POST is the Party affected by Force Majeure, it shall be entitled to be paid for the Service actually provided.
- 14.2. However, if such an event lasts for more than one (1) month, either Party will be entitled to terminate the Contract with fifteen (15) days' notice and without compensation for the other Party.

15. PROTECTION OF PERSONAL DATA

POST processes certain personal data under the applicable laws and regulations, including name, address (physical and electronic), telephone number and where appropriate, bank account number, in accordance with the procedures described in the Data Protection Notice.

16. CONFIDENTIALITY

Due to the status of POST as a financial support professional for some of its activities, its Employees may be subject to professional secrecy in connection with the performance of the Services. Only Protected Information is covered by professional secrecy. Therefore, unless specifically stated otherwise in the Contract or in the Special Conditions relating to it, data transiting within the framework of the Services provided (notably including fixed and mobile telephony and Internet access Services) are not covered by professional secrecy within the meaning of the LFS, but may be subject to the confidentiality of electronic communications depending on the Service provided.

17. NOTIFICATIONS BETWEEN PARTIES – AGREEMENT ON PROOF AND SIGNATURE

- 17.1. Any notice of termination of the Contract or a Service must be sent by registered letter or via your online space provided by POST, if this function is available. You also have the option of completing and signing a cancellation form at a physical POST point of sale.
- 17.2. POST remains free to choose the method of written notification for conclusion or amendment of the Contract, provided that your notification is on a durable medium. You may order a Product or Service or request an amendment to the Contract in accordance with the terms and conditions set out in Article 2. The Parties expressly agree that any intention expressed in accordance with this Article shall be deemed to be an agreement and shall have the same value as a document bearing a handwritten signature.

18. TRANSFER OF THE CONTRACT – MOVING

- 18.1. Neither Party may transfer all or part of its rights or obligations without the prior written consent of the other Party.
- 18.2. However, your consent is not required if POST transfers all or part of its rights or obligations to an entity in which POST Luxembourg directly and/or indirectly holds at least twenty percent (20%) of the share capital.
- 18.3. In the event of a move or change of establishment, you are required, at least one (1) month in advance, to terminate the Service provided at the address concerned, or to request the transfer of all or part of the Service concerned to another address in the Grand Duchy of Luxembourg, subject to technical eligibility and the payment of any costs (and in particular the costs of transferring the equipment and activation to the new address), or to submit a request for takeover by a third party. The takeover of a Service by a third party is subject to the prior consent of POST, which shall determine the conditions of this takeover. In the event of refusal to carry out a transfer to another address in Luxembourg for objectively justified reasons, or of the technical impossibility of performing such a transfer, the Contract shall be considered terminated on your initiative.

19. FINAL PROVISIONS

- 19.1. 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.
- 19.2. If any provision of the Contract is held to be void, unwritten or inapplicable, the other provisions shall remain fully applicable.
- 19.3. **Integrity.** The applicable Rate Plan, Special Terms and Conditions, Data Protection Notice, Net Neutrality Document and General Terms and Conditions are integral parts of the Contract and constitute the entire agreement between the Parties for the provision of the Product or Service in question, to the exclusion of any other conditions

that have not been expressly accepted by the Parties. All contractual documents are available at www.post.lu/conditions.

- 19.4. **Hierarchy.** Unless otherwise stated in the Contract, in the event of any inconsistency between the provisions of the various above-mentioned contractual documents, these provisions shall prevail in the order set out above.

20. APPLICABLE LAW

The Contract and any issue relating thereto are subject to Luxembourg law.

21. SETTLEMENT OF DISPUTES

- 21.1. Complaints – For questions or complaints and unless otherwise specified in the Contract, you may contact POST at its physical points of sale during their opening hours, via its 24/7 call centre, the contact details of which can be found at <https://www.post.lu/en/particuliers/infos-aide/contactez-nous>, or by any other means made available by POST, in accordance with the terms and conditions more fully described in the Contract. The POST internal dispute resolution service responds to all complaints thus submitted within ten (10) working days of receipt. If investigation of a case takes longer, POST undertakes to send you acknowledgement within the above-mentioned period, indicating the references of the complaint to be mentioned in any subsequent contact. On this basis, you can track the complaint by contacting POST using the same contact methods.

In the event that a complaint in relation to a Contract cannot be settled and as long as no dispute has been brought before any judicial body:

(i) you can use the mediation procedure offered by the ILR, which is presented on its website (www.ilr.lu) if the dispute concerns Communications Services;

(ii) if the Contract was concluded online or via any other electronic means, you 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).

If none of the above mediation procedures has been initiated or has led 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.

- 21.2. In the event that the Customer, after having taken out a contract in the Grand Duchy of Luxembourg, no longer has a known domicile or residence there at the time of the initiation of legal proceedings, but receives an income or remuneration work, a pension or an annuity within the meaning of the law of November 11, 1970 on the assignment and attachment of work remuneration as well as pensions and annuities, will be territorially competent to hear the dispute and/or the garnishment, the jurisdiction in the district of which the third party, in charge of the payment of the pension, annuity or work remuneration, has his domicile or residence, according to the rules of jurisdiction defined by the aforementioned law.

The present document is a free translation in English language of the French version of POST Telecom's "conditions générales de vente" for customer information only. In case of any discrepancy or contradiction between the two documents, the provisions of the French version shall prevail