

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

"*Confidential Information*": any information disclosed, generated or made available by either Party in connection with the Contract and which is designated or marked as confidential or which, having regard to its nature or circumstances, may reasonably be regarded as confidential, including personal data processed under the Contract and within the meaning of Article 16, and Protected Information

"*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 business customer of POST, meaning any legal entity as well as any natural person who acts for purposes that are predominantly within the scope of his/her commercial, industrial, trade or self-employed business

"*Data Protection Notice for Business Customers*": the POST personal data protection notice available at points of sale and at <https://business.post.lu/en/particuliers/conditions-des-offres>

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

"*Force Majeure*": any unforeseeable, unstoppable or 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

"*Intellectual Property*": without this list being exhaustive, any current and future patents, utility models, ideas and rights in relation to inventions (whether or not patentable or put into practice), improvements, all copyright and related rights (including, without limitation, moral rights and rights to reproduction, distribution, communication to the public, rental and lending), trademarks (whether registered or not), trade names, names of products, abbreviations, slogans, commercial names, company names and recognition, domain names, database rights, and/or exclusive Confidential Information rights (including, without limitation, know-how and trade secrets), trade dress rights, goodwill rights, the right to act in the event of plagiarism, rights arising from unfair competition, rights concerning software (including, without limitation, algorithms, API [Advance Programme Interfaces], source codes, executive and purpose codes, devices, circuit and assembler designs), network configurations and architecture, concepts, marketing and development plans, methods and any other Intellectual Property rights, whether registered or not in all cases and including all applications and renewals or extensions of these rights and all similar or equivalent rights or all existing forms of protection worldwide. For the

avoidance of any doubt, it is clarified that Intellectual Property also includes all updates, upgrades, enhancements, developments configurations and extensions as well as derivative works in relation to the aforementioned items, related documentation or manuals

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

"*Party*": the Customer or POST; a party to the Contract

"*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 Telecom Network*": any element of the network and related infrastructure (including any hardware, equipment or facilities 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

"*Regulatory requirements*": all national, European or international legal and/or regulatory provisions applicable to POST or to the Products/Services concerned, including 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 Product thereof conditional on 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, allowing you to be identified, as well as that of your proxies, agents and economic beneficiaries. You are responsible for its veracity. This obligation is essential and its breach may result in the suspension of the Contract with immediate effect in accordance with Article 13 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.

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 own 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 12.

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 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, including the action, fault or negligence of your staff, visitors or subcontractors, 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. 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. Handling of a Product Provided. You undertake to obtain the prior written consent of POST before performing any handling of a Product Provided – including access, intervention, modification, disassembly, disconnection, relocation to a location other than the premises agreed upon in the Contract – as well as before changing the environment or the conditions of use (i.e. operating conditions) of a Product Provided, without prejudice to any resulting guarantee exclusion. Any handling of a Product Provided must be in full compliance with the manufacturer's and/or the instructions of POST, if any, and shall be undertaken professionally, with due care and in accordance with the latest industry standards and practices. This may require an amendment to the Contract.

3.8. 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 or Service in accordance with the Prices and rates applicable under the Contract, plus any applicable taxes at the rates in force at the time the invoice is issued.

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. This is without prejudice to the legislation on electronic invoicing in public procurement.

4.3. Invoices issued by POST in relation to the Service 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. Inaccuracies. In the event that you have paid an invoice, but it contains an inaccuracy or error, the affected Party may submit a claim or a corrective invoice to the other Party within sixty (60) days of notification of the invoice concerned. By default, the invoice shall be deemed entirely accurate and correct, payable and accepted.

4.7. Immediate and advance payment. POST may demand immediate payment of outstanding debts or advance payment of debts that are due month by month if you are the subject of insolvency proceedings, payment suspension or compulsory liquidation proceedings or enter into voluntary liquidation proceedings; or if an administrator, liquidator or trustee has been appointed; or in the event of any situation similar to those indicated above.

4.8. Automatic price adjustment mechanism. Prices are subject to indexing based on the consumer price index determined by Statec. The index used as a reference for the Contract is the one in force at the time of its conclusion. The Price will be adjusted in proportions not to exceed the rate applicable to automatic wage indexing. The price increase will automatically take effect following adjustment of the sliding scale system. This shall not be construed as a unilateral amendment to the Contract.

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 13.

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. Premises. Where necessary, you shall provide a location or room suitable for the Products and Services concerned, in accordance with the Contract, clean, properly ventilated and meeting the required thermal and hygrometric conditions, sufficiently lit and connected to a compliant and rapidly accessible permanent electrical installation.

5.5. Customer 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, such as information on the technical specifications of your Equipment, 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 measure necessary to avoid or contain a Security Incident or a risk of a Security Incident or to limit any known Security Incident, and inform you in a timely manner.

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.

5.6. Customer 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.

5.7. 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.

Should POST have to perform any intervention on your Equipment, POST may complete an intervention form noting the condition of your Equipment before and after the intervention. Unless otherwise stated on the form at the end of the intervention, the latter shall be deemed accepted by the Parties.

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.

5.8. Contact. You designate a contact person with the required qualifications from among your staff. They will be the single point of contact for POST in the context of performance of the Contract.

5.9. 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.

5.10. 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. POST will make every effort to provide the Services in accordance with the Contract. Subject to the implementation of a service level agreement in relation to one or more specific Services, the obligation of POST concerning the performance of a Contract is limited to a best-effort obligation.
- 6.4. POST shall appoint contact persons from among its Employees who have the required qualifications for correct performance of the Contract.
- 6.5. POST shall ensure that its Employees present on your premises comply with all previously stated applicable rules.
- 6.6. 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.
- 6.7. 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.
- 6.8. POST takes all commercially reasonable measures available to it to prevent any intrusion into the POST Network or the Product Provided, notably taking into account the state of development of the technology at the time of conclusion of the Contract. You acknowledge that this is only a best-effort obligation and accept full responsibility for any intrusions and the consequences thereof that result from or are facilitated by your behaviour, fault or omission (including by any of your employees, visitors, subcontractors or third parties) insofar as such acts do not correspond to those of a normally diligent and prudent person.

7. MONITORING AND EVALUATION

- 7.1. POST reserves the right to carry out direct or indirect monitoring, technical tests and analyses in order to check the level of quality, security of all or part of the Services as well as the performance of the Contract, whether conducted by an Employee (including its internal security teams) or by any third party expert of its choice.
- 7.2. POST may conduct such assessments without any obligation to notify you, except in the case of access to your Equipment or premises. In the latter case, POST will notify you with a minimum of five (5) business days notice. The Parties shall arrange for access (including its scheduling and duration) in a reasonable manner and in good faith. You agree to provide all necessary assistance and support to ensure that these assessments are carried out correctly.
- 7.3. In the event that POST decides to involve one or more third party experts in such an assessment, POST will notify you in advance and arrange for you to sign a confidentiality agreement.

8. SUBCONTRACTING

- 8.1. 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; and
 - any other Subcontractor mentioned in the Contract.
- 8.2. 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.

- 8.3. **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 18 below within thirty (30) days of the date on which the information was sent.
- 8.4. 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.

8.5. **Liability.** In the event of subcontracting under this Article 8, POST remains liable for all acts and omissions of its Subcontractor(s) as if the act or omission had been directly committed by POST.

8.6. **CSR.** POST Telecom 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.

9. LIMITATION OF POST LIABILITY

- 9.1. Except in the case of gross negligence or intentional misconduct attributable to POST, the latter shall not be liable to you for any damage or harm:
- (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;
 - (ii) resulting from the nature, content of communications/information transiting or stored on a Product, a Product Provided or the POST Network;
 - (iii) resulting from a cause primarily attributable to you, notably in the event of non-compliance with a provision of Article 5;
 - (iv) resulting from an action taken by POST under Article 13.1;
 - (v) resulting from any intrusion into the POST Network or any Product Provided that evades the reasonable control and responsibility of POST; or
 - (vi) in the event of a Security Incident affecting your Equipment during or after performance of the Service, provided that the purpose of the Service provided by POST is not to prevent such a Security Incident; or
 - (vii) resulting from a lack of conformity 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.
- 9.2. POST liability is also limited to:
- (i) foreseeable, direct, personal and certain damage, to the complete and express exclusion of all indirect or immaterial damage and/or any loss of turnover, customer base or contracts, any staff costs and/or any deterioration or distortion of data; and

- (ii) a total amount corresponding to the amounts that you have actually paid to POST under the Contract, during the twelve (12) months preceding the event giving rise to liability.

10. INTELLECTUAL PROPERTY

- 10.1. The Parties may manufacture, design, develop and create Intellectual Property and the Parties acknowledge that the rights thereto shall remain the sole and exclusive property of the creating Party, unless otherwise agreed in writing by the Parties.
- 10.2. You acknowledge that any Intellectual Property rights of POST or third parties made available to you, used or created in connection with 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.

11. TERM OF THE CONTRACT

- 11.1. The Contract comes into force as soon as it is signed by the Parties in accordance with Article 2.5.
- 11.2. Unless otherwise agreed, where the Contract is concluded with a minimum term, it is automatically extended for an indefinite term, unless terminated by one of the Parties at least one (1) month before its expiry.
- 11.3. If the Contract is for an indefinite period, each of the Parties has the right to terminate it at any time by giving (3) months' notice.
- 11.4. Articles that are intended to address post-termination effects of the Contract shall survive termination.

12. AMENDMENT DURING THE CONTRACT TERM

- 12.1. The Contract may only be amended jointly in writing by the Parties.
- 12.2. 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 (iii) is of a purely administrative nature and does not adversely affect the end user or (iv) arises from European Union or national law.
- 12.3. 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 14.3.

13. SUSPENSION

- 13.1. 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 direct or indirect 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;
 - (iii) for technical, operational, security, scheduled or emergency reasons, such as preventive or corrective maintenance, servicing, updating or upgrading, repair, replacement or installation of any Product Provided or POST Network (including all related hardware and licensed software).
 - (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 made within the period indicated in the payment reminder letter;
- (v) if you are subject to bankruptcy or other insolvency proceedings (except where the LFS applies).
- 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, 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.
- 14. TERMINATION**
- 14.1. 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 13 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.
- 14.2. Without prejudice to Articles 11.2, 11.3 and 12.2 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 one (1) month after formal notice has been served;
 - (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.
- 14.3. 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.
- 14.4. 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 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 12.3 (certain cases of contractual amendment), 14.2 (i) (breach on the part of POST) and (ii) (no technical eligibility), or if POST terminates the Contract under Article 14.1 (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).
- 14.5. 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.
- 14.6. 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.
- 15. FORCE MAJEURE**
- 15.1. 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.
- 15.2. In the event that such a Force Majeure event occurs and prevents either Party from performing all or part of their contractual obligations or could reasonably affect the future performance thereof, this Party shall:
- (i) inform the other Party immediately of the fact, specifying the nature, probable duration and foreseeable effects of said Force Majeure; and
 - (ii) take all necessary measures to mitigate the consequences and effects of the Force Majeure event, including, if applicable, implementing its Disaster Recovery Plan in accordance with the Mandatory Regulatory Requirements.
- 15.3. However, should such an event last for more than one (1) month, either Party shall be entitled to terminate the Contract by giving fifteen (15) days notice, without compensation being due to the other Party.
- 16. PROTECTION OF PERSONAL DATA**
- The Parties may have to process personal data in the context of performance of the Contract in accordance with the Data Protection Notice for Business Customers.
- 17. CONFIDENTIALITY**
- 17.1. 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.
- 17.2. With respect to any Confidential Information provided by either Party to the other in connection with this Contract, the receiving Party undertakes:
- (i) to keep such Confidential Information secret;
 - (ii) to use such Confidential Information exclusively in connection with the Contract;
 - (iii) to limit access this Confidential Information to Employees and Subcontractors' personnel who strictly need to know and who are directly involved in the implementation of the Contract.
- 17.3. The Receiving Party shall notify the Disclosing Party of any unauthorised disclosure of Confidential Information and will cooperate with the Disclosing Party to help limit the disclosure and protect its rights.
- 17.4. The Receiving Party may be required to provide access to Confidential Information in order to comply with legal provision or the orders of a court or competent authority. In this case, it shall immediately inform the other Party to the extent provided for or permitted in law.
- 17.5. All Confidential Information will remain the property of the Disclosing Party or the rightful owner of the Confidential Information in question.
- 17.6. The Parties agree that the provisions of this Article relating strictly to confidentiality shall survive termination of the Contract, for whatever reason, for five (5) years from the effective Contract termination date, without prejudice to the provisions of the LFS.
- 18. NOTIFICATIONS BETWEEN PARTIES – AGREEMENT ON PROOF AND SIGNATURE**
- 18.1. 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 dedicated to POST business customers.
- 18.2. 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.
- 19. TRANSFER OF THE CONTRACT – MOVING**
- 19.1. Neither Party may transfer all or part of its rights or obligations without the prior written consent of the other Party.
- 19.2. 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 or indirectly holds at least twenty percent (20%) of the share capital.
- 19.3. 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.
- 20. FINAL PROVISIONS**
- 20.1. 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.
- 20.2. If any provision of the Contract is deemed void, unwritten or inapplicable, the remaining provisions shall remain in full force and effect.
- 20.3. **Integrity.** The Data Protection Notice for Business Customers, the Special Terms and Conditions, the General Terms and Conditions and all other

documents expressly referred to in the Contract form an integral part of the Contract and constitute the entire agreement between the Parties for the supply of the Product or Service concerned, to the exclusion of any other terms and conditions that have not been validly accepted by the Parties.

20.4. **Prioritisation.** Unless otherwise stated in the Contract, in the event of any inconsistency between the provisions of the various contractual documents mentioned above, these provisions shall prevail in the following order: the Contract and its annexes, the Data Sheet for Business Customers, the Special Terms and Conditions and the General Terms and Conditions.

21. APPLICABLE LAW

The Contract and any issue relating thereto are subject to Luxembourg law, with the exception of its conflict of laws rules.

22. SETTLEMENT OF DISPUTES

- 22.1. **Complaints.** If you have any questions or complaints, unless otherwise specified in the Contract, you can contact POST via its call centre accessible 24/7 the contact details of which can be found at <https://www.post.lu/en/particuliers/contactez-nous>, or by any other means made available by POST for this purpose 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.
- 22.2. 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) in cases other than those referred to in the above point and at the initiative of either of the Parties, the dispute may be submitted for mediation by the Luxembourg Centre for Civil and Commercial Mediation;
- 22.3. If you are subject to the LFS, you can also use the Commission de Surveillance du Secteur Financier (CSSF) out-of-court complaint resolution procedure using the form that can be downloaded from its website www.cssf.lu.
- 22.4. In the event that none of the above procedures have been initiated or have been successful, the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction.
- 22.5. If, having taken out a contract in the Grand Duchy of Luxembourg, you no longer have your registered office or main place of business in the Grand Duchy of Luxembourg at the time of initiation of legal proceedings, but you receive an income, pension or annuity within the meaning of the law of 11 November 1970 on the assignment and seizure of work remuneration and pensions, then according to the competence rules defined in that law, the court of the district of domicile or residence of the third party responsible for payment of the pension, annuity or work remuneration will have jurisdiction to hear the dispute and/or the order of garnishment.

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