



GENERAL TERMS AND CONDITIONS OF SALE FOR ORANGE BUSINESS SERVICES (October 2014 version)

1. Introduction

ORANGE Communications Luxembourg S.A. (hereafter referred to as 'ORANGE'), a société anonyme (limited liability company) governed by Luxembourg law, with its registered office at 8 rue des mérovingiens L-8070 Bertrange, was authorised by the Luxembourgish state in 2003 to implement and operate the fourth UMTS licence in Luxembourg authorising it to supply all electronic communications services, whether via a mobile or fixed network, as well as any related service falling within its corporate purpose (hereinafter referred to as a whole as 'the ORANGE Service').

2. Purpose

2.1. These General Terms and Conditions of Sale apply to contracts for the supply of equipment and/or the provision of services concluded between ORANGE and a business customer (hereinafter the 'Customer') within the meaning of the provisions of Article L.010-1 of the Consumer Code. They govern the contractual relationships between ORANGE and any natural person or legal entity, whether public or private, which acts, including via the intermediary of another person acting in its name or on its behalf, for purposes relating to its commercial, industrial, artisan or liberal profession activities.

2.2. These General Terms and Conditions of Sale determine the rights and obligations of the parties, together with the Special Conditions of each ORANGE Service. The duly filled out and signed subscription application form and any amendments, as well as the pricing plan corresponding to the ORANGE service chosen by the Customer.

2.3. These General Terms and Conditions of Sale apply to the ORANGE service, and exclude the Customer's technical equipment.

2.4. In the event of a contradiction between these General Terms and Conditions of Sale and the Special Conditions of the ORANGE Service, the latter shall prevail over the General Terms and Conditions of Sale.

3. Signing up for the Subscription Contract providing access to the ORANGE Service

3.1. A Customer who wishes to sign up for a Subscription Contract providing access to the ORANGE Service commits to duly fill out and sign the subscription application form and submit it to ORANGE along with a signed copy of these General Terms and Conditions of Sale.

3.2. In particular, the Customer must provide ORANGE with the following information and documents (hereinafter 'the Data'):

- the original identity card, passport or driving licence (for natural persons or representatives of the company),
- a copy of the articles of association as published in the Mémorial C (Luxembourg official gazette), as well as the statutory amendments,
- for traders who are natural persons, an extract from his/her entry in the Corporate and Trade Register,
- a certificate of residence,
- proof of a standing order made payable to ORANGE for the purpose of paying the bills and fees, and/or
- proof of payment of a guarantee deposit to ORANGE for the purpose of paying the bills and fees, in accordance with the provisions of Article 10 of these General Terms and Conditions of Sale.

3.3. The Customer commits to immediately inform ORANGE in writing of any changes occurring in the information supplied when signing up for the contract application, in particular any change of legal status (legal form or company name, head office, representative bodies, the identity of the natural persons representing the company, composition and ownership of company shares, etc.), or any financial information (bank account, direct debit, credit card number, expiry date, etc.).

3.4. The Customer shall be solely responsible for ensuring that the information he/she supplies is correct.

4. Subscription contract

The subscription application form, duly signed by the Customer, along with a signed copy of these General Terms and Conditions of Sale and the pricing plan for the Service chosen by the Customer, the Subscription Contract, as of the date it is signed by ORANGE (hereinafter 'the Contract').

5. Reasons for refusal

ORANGE reserves the right to refuse an application and consequently to refuse to provide the ORANGE service or refuse access to certain ORANGE services, for example access to foreign networks, in the following specific cases:

- the Customer omits or refuses to provide the information and/or documents mentioned in Article 3 of these General Terms and Conditions of Sale;
- the Customer supplied incorrect and/or false information;
- the application form was not duly filled out and/or signed;
- the Customer did not submit a signed copy of these General Terms and Conditions of Sale to ORANGE;
- the Customer did not meet its obligations under the Contract concluded with ORANGE;
- in the event of late payment or non-payment of one or several bills, and/or in the event of fraud committed by the Customer;
- the Customer has not set up a standing order or has not supplied a guarantee deposit set out in Articles 3 and 10 of these General Terms and Conditions of Sale;
- the standing order or guarantee deposit provided by the Customer is no longer valid, either because it has expired, was terminated or cancelled, for any reason;
- if the Customer uses equipment not approved by the regulations in force in Luxembourg, or inadequate equipment preventing relevant interoperability with the ORANGE Service, or liable to adversely affect the Service or the telecommunications network(s).

6. Duration and automatic renewal of the Contract

- 6.1.** The ORANGE Service subscription contract is concluded for a period of 12 months or 24 months, according to the provisions of the Special Conditions, which apply as soon as they are signed.
- 6.2.** The Contract is automatically renewed by tacit agreement for a period of 12 months, if it is not terminated by registered letter following a period of notice of one month, before the expiry of the contract period.

7. Service activation date

Save in exceptional circumstances, ORANGE commits to activate the SIM card within a reasonable period, after the application is accepted and after the Customer has provided the documents and information listed in Article 3 of these General Terms and Conditions of Sale, and he/she has filled out and signed the subscription application form and these General Terms and Conditions of Sale and the Special Conditions of the Service.

8. The SIM card

- 8.1.** After signing the Subscription Contract and these General Terms and Conditions of Sale, as well as the Special Conditions of the Service, ORANGE provides its Customer with a microprocessor card to be placed inside the device, in order to access the ORANGE service.
- 8.2.** The SIM card belongs to ORANGE and the Customer commits to return it to ORANGE at its first request, both during the Contract period if technical constraints require it, and after the expiry of the Contract.
- 8.3.** The SIM card contains all the Customer's identification details throughout the network. It represents the Customer's subscription to the network and to the ORANGE Service.
- 8.4.** Access to the SIM card is secured via a secret PIN code (Personal Identification Number).
- 8.5.** On request, the Customer will receive a user name and password enabling him to manage his/her account. The Customer is responsible for them and is free to change them by following certain procedures.

- 8.6. The Customer commits not to transfer, hire out, destroy or damage the SIM card in any way.
- 8.7. The Customer is required to take any precautions required in order to avoid misuse or malevolent use of the SIM card.
- 8.8. Any attempt at counterfeiting the technical identification data described in the SIM card is prohibited and may lead to the suspension or termination of the Contract, as well as the payment of damages in the event of damage suffered by ORANGE.
- 8.9. The Customer must inform ORANGE without delay if his/her SIM card is stolen or lost, in order to enable ORANGE to block the stolen or lost SIM card. Failure to do so will result in the Customer being solely responsible for bearing the cost of the call charges, other costs of use and/or fees after the theft or loss.
- 8.10. If the SIM card is lost or stolen, the Customer must send ORANGE a written declaration of loss or theft, along with a copy of his/her identity card. The Customer may only receive a new SIM card after ORANGE has received this written declaration.
- 8.11. A blocking and/or reconnection fee of €30 may be billed to the Customer if his/her SIM card is stolen or lost.
- 8.12. If the SIM card is damaged due to incorrect handling by the Customer, he/she can request a new SIM card. This request must be made in writing. The Customer may be billed a fee of €30 for the renewal of the SIM card.

9. The phone number

- 9.1. After signing the Contract and these General Terms and Conditions of Sale, as well as the Special Terms and Conditions of the Service, ORANGE will allocate a phone number to the Customer.

- 9.2. Unless otherwise agreed, the Customer may not demand a specific telephone number, regardless of whether this is the first number allocated or a number allocated following a change of telephone number requested by the Customer in accordance with Article 9.4 of these General Terms and Conditions of Sale.
- 9.3. In the event of an agreement providing for the Customer's right to choose a specific phone number, this number shall only be allocated to the Customer if it is still available, in other words if it has not already been allocated to another customer.
- 9.4. Any change of telephone number will only occur upon express written request from the Customer.
- 9.5. If the number is changed, the fees may be billed to the Customer.
- 9.6. ORANGE also reserves the right to change the telephone number which it allocated to the Customer due to technical reasons, provided that a period of notice of one month is given.
- 9.7. A change of telephone number made by ORANGE due to technical constraints shall not under any circumstances lead to the payment of damages.
- 9.8. If the Customer makes a request to transfer his/her number to another operator before reaching the end of his/her contract with ORANGE, he/she undertakes to pay ORANGE all remaining fees until the end of the contract.
- 9.9. A business Customer who takes out an ORANGE contract is automatically excluded from the universal directory, except if he/she expressly provides ORANGE with a request in writing beforehand, when concluding the contract.

10. Guarantee deposit

- 10.1. ORANGE reserves the right to require the payment of a guarantee deposit, both when signing up for the Subscription Contract, and during the performance of the contract.
- 10.2. This guarantee deposit shall be made according to ORANGE's instructions either with a bank or directly with ORANGE.

- 10.3.** The Customer must pay this guarantee deposit, particularly following a late payment, a payment incident, if the amount of calls made by the Customer justifies it, if the Customer exceeds their call credit, or when the information and/or documents supplied by him/her are incomplete or incorrect.
- 10.4.** If the guarantee deposit is not paid on the date indicated by ORANGE, the application to sign up for a Subscription Contract will be refused, and the Contract will automatically be terminated without notice or other formalities, without the Customer being entitled to any compensation.
- 10.5.** The amount deposited as a guarantee shall not bear any interest.
- 10.6.** The Customer authorises ORANGE to offset his/her debts with ORANGE using the amount deposited as a guarantee, with no distinction regarding the nature or amount of the debt.
- 10.7.** At the end of the period, or following the termination of the Contract, ORANGE commits to return any remaining balance to the Customer within a reasonable period, after having set off all the Customer's debts to ORANGE which are due or yet to become due, with the deposited sums.

11. Billing and Payment Methods

- 11.1.** ORANGE will send the Customer a monthly bill which, other than the legal notices, also includes:
- the Service activation fees;
 - the fee corresponding to the ORANGE Service covered by the Subscription Contract;
 - the fees relating to any paid-for options chosen by the Customer;
 - the fees related to the usage and/or the activation of data transmission services or digital content platforms such as the Premium services, which are not included in the ORANGE Service fee covered by the Subscription Contract;

- the cost of national mobile calls, international roaming and data traffic;
- any other fees such as the fee to activate a new SIM card following the theft or loss of the original SIM card, blocking or unblocking fees, etc.

11.2. The cost of the calls and fees for the ORANGE Service covered by the Subscription Contract are payable by the date indicated on the bill.

11.3. In all cases, the Customer is advised that the monthly fees are due in their entirety, even if the Customer did not use the Service, or if he/she only used it partially, for any reason.

11.4. In particular, the fees relating to the first and last month of the subscription, for Contracts signed in the course of the month, are due in their entirety. In the same way, fees are due in full, in the context of Contracts which provide access, on a monthly basis, to the supply of a specific quantity of the Service (in terms of Megabits, number of hours of calls, number of text messages, etc.) when the Customer has not consumed the full amount of the services to which he/she was entitled.

11.5. The billing of some data transmission services may be performed according to the time of the call, the quantity of information transmitted or a combination of the two.

11.6. Any complaints regarding bills must be addressed to ORANGE in writing, within two weeks after the date the disputed bill was issued. Beyond this period, it is assumed that the Customer has accepted the principle and amount of the bill.

11.7. Making a complaint does not exempt the Customer from his/her obligation to pay the undisputed portion of the bill within the period stipulated in Article 11.2 of these General Terms and Conditions of Sale.

11.8. Any document serving as a basis for billing established by ORANGE shall prevail over other forms of proof.

11.9. ORANGE may not be held responsible for billing data passed on by third parties for the services provided by the latter.

11.10. The Customer commits to pay the bills within the period indicated on them via the following payment methods:

- via bank transfer;
- via direct debit;
 - a) with a bank
 - b) with Visa, Eurocard/Mastercard, American Express credit cards;
- directly with ORANGE or at ORANGE points of sale, during opening hours.

11.11. The Customer may obtain a duplicate of the bill from ORANGE and/or via its website. ORANGE reserves the right to bill administrative fees of €10 for each duplicate sent by post.

11.12. ORANGE debts and bills shall automatically and without any formality or notice, bear interest at the legal rate, on the due date.

11.13. Any late payment will result in the Customer being obliged to pay late payment interest, as well as being obliged to pay a fixed sum of €40 for recovery costs.

11.14. Other than the fixed sum set out in Article 11.14 above, ORANGE is entitled to claim compensation from the Customer for all the other recovery costs, such as lawyer's fees, without prejudice to the provisions of Articles 27 and 28 of these General Terms and Conditions of Sale.

12. The Customer's obligations

12.1. The Customer commits to use the ORANGE service in a prudent and responsible manner, in accordance with the provisions of the Contract and the laws and regulations in force, in particular regarding public order and public decency.

12.2. The Customer shall ensure that its employees use the ORANGE Service in accordance with the provisions of the Contract and the laws and regulations in force, in particular regarding public order and public decency.

12.3. He/She also commits to only use the ORANGE Service for the purposes of his/her own professional, commercial, industrial, artisan or liberal profession activities. In particular, the Customer and/or his/her employees may not under any circumstances directly or indirectly re-sell the telephone traffic provided to them by ORANGE.

12.4. The Customer and his/her employees may not directly or indirectly commit acts liable to damage the integrity or reliability of the network, or to adversely affect the interconnection of the networks or telecommunication traffic, or disrupt the ORANGE Service.

12.5. The Customer commits to only use devices approved under the Luxembourg regulations in force and which are in perfect working order. The Customer shall not connect any other element that may cause disruptions to the ORANGE Service to the devices and their accessories.

12.6. The Customer is aware that by activating and/or consuming, directly and/or via its employees, services not included in the ORANGE Service fee covered by the Subscription Contract, such as the Premium or Roaming services, he/she shall exclusively bear the fees related to the usage and/or activation of such services, even if he/she had not agreed to this usage or these activations, and even if his/her employees acted outside their duties or for purely private purposes.

12.7. The Customer commits to release and hold harmless ORANGE of any conviction that may be given to it due to improper use of the Service by the Customer and/or his/her employees, and/or due to the Customer or his/her employees violating one or several obligations arising from the Contract and/or the laws and regulations in force.

12.8. The Customer commits to release and hold harmless ORANGE of any fees related to the usage and/or activation of services not included in the ORANGE Service fee covered by the Subscription Contract, such as the Roaming and Premium fees.



12.9. The non-performance or late performance of any of his/her obligations arising from the Contract and the General Terms and Conditions of Sale shall lead to the Customer having to pay damages and interest.

13. The Customer's responsibility

13.1. The Customer is entirely responsible for the acts, activities or omissions of its employees, during and even outside their duties, particularly in the case of excessive or abusive use of the Service by the latter.

13.2. The Customer must pay damages for any act, activity or omission by its employees which contravenes the provisions of the Contract, the General Terms and Conditions of Sale and/or the laws and regulations in force.

13.3. The Customer ensures that all fees and bills relating to the use of the Service are paid, even in the event of excessive use or misuse by one of his/her employees, without being able to raise defences to ORANGE regarding the use of the Service by its employees, outside their duties, or for purely private purposes.

13.4. The Customer is entirely responsible for any act or omission by its employees which contravenes the copyright attached to the software provided to the Customer by ORANGE.

14. Excessive use or misuse of the ORANGE Service

14.1. The Customer is solely responsible for the use of the Service.

14.2. The Customer commits to use the Service in a prudent and responsible manner, abstaining from any excessive use or misuse, particularly when he/she takes advantage of offers which include so-called "unlimited" calls.

14.3. Excessive use of the Service means a length of call and/or a quantity of data whose volume exceeds a quantity that could be considered reasonable for any natural person or legal entity using the Service exclusively for his/her professional, commercial, industrial, artisan, or liberal profession activities.

14.4. Excessive or improper use of the ORANGE Service shall lead to the payment of damages and interest by the Customer.

15. Data Protection

15.1. Processing and responsibility for data

ORANGE commits to process these data supplied by the Customer according to the laws and regulations in force, and in particular according to the amended law of 2 August 2002 on the protection of personal data and the law of 30 May 2005 on the protection of privacy in the electronic communications sector.

15.2. Purpose of the processing

The data are processed in order to enable the performance of the ORANGE Service contracts to provide a service and/or supply equipment, in order to bill customers, to recover debts, keep accounts, as well as any other purpose directly or indirectly linked to the services provided such as market surveys, service quality control and compliance with the laws and regulations applicable to ORANGE in the context of its activities. The Data are also processed in order to manage the commercial relationship with the Customer and in particular to supply commercial information and direct marketing for other similar or related services offered by entities in the ORANGE group in Luxembourg or abroad or by third parties. The Customer expressly agrees that the Data is processed for these purposes. The Customer is entitled, free of charge, to oppose the processing of the Data for these direct marketing purposes and the provision of this data to other entities in the ORANGE group or to third parties. ORANGE processes the Data, including location data (data indicating the geographical position of the Customer's terminal equipment), in order to meet its legal and regulatory obligations, and in particular may supply identification and location data on the Customer to the competent authorities in the context of their statutory tasks, also in connection with calls to emergency services.

15.3. Recipient of the data

ORANGE may provide the Data to other entities in the ORANGE group in Luxembourg or abroad or to third parties. ORANGE may also provide the Data to any competent authority in the context of its statutory duties or in order to resolve conflicts.

15.4. Right to access and rectify data

The Customer has the right to access his/her personal data, and the right to rectify it, which he/she may exercise by expressly requesting it from ORANGE.

16. The Customer's consent to means of distance communications

16.1. By appending his/her signature to these General Terms and Conditions of Sale, the Customer gives prior consent to ORANGE to use means of distance communications such as an automated call system without human intervention, fax, telephone and electronic mail.

16.2. To this end, the Customer expressly agrees that his/her email address, telephone number and fax number may be used by ORANGE and any other entity in the ORANGE group for the marketing of similar products or services.

16.3. The Customer is entitled to oppose, free of charge, in writing, also via electronic mail, the sending of commercial messages by ORANGE and/or by other entities in the ORANGE group and/or third parties.

17. Changes to these General Terms and Conditions of Sale and the tariffs for the ORANGE Service.

ORANGE reserves the right to amend all or part of these General Terms and Conditions of Sale, as well as the tariffs that apply to the ORANGE Service, without paying compensation to the Customer.

18. Changes to the services and/or the equipment

18.1. Due to requirements related to the operation or organisation of the ORANGE Service, ORANGE may be obliged to alter the content or characteristics of the services covered by the Contract, however it may not alter its basic characteristics.

18.2. These changes made due to technical reasons do not entitle the Customer to any compensation.

18.3. In the same way, following certain technical constraints and/or changes, access to the ORANGE Service may, during the performance of the Contract, require a change, replacement or purchase of one or several pieces of new equipment such as a new model of mobile telephone, a new decoder, etc. This change, replacement or purchase does not entitle the Customer to any compensation.

18.4. With respect to Roaming calls, the ORANGE Service and its prices are subject to changes according to the geographical area where the Customer uses the Service, and due to the various commercial agreements concluded by ORANGE.

19. General obligation to provide information

19.1. In its capacity as service operator for the Information Company, ORANGE has a general obligation to provide information and must enable service users and the competent authorities to have easy, direct and continuous access to certain information such as: the essential characteristics of the Service, its price, the payment methods, the means and time frames of the performance of the Service by ORANGE, etc.

19.2. By appending his/her signature to these General Terms and Conditions of Sale, the Customer thus recognises that he/she has received all the information on the ORANGE Service, in accordance with the provisions of Article 5 of the amended law of 14 August 2000 on e-commerce.



and/or sales contract with ORANGE;

20. Request to transfer a number

20.1. If the Customer makes a request to transfer his/her number to another operator before the end of his/her contract is reached, he/she commits to pay ORANGE all outstanding fees in full until the end of the Contract.

20.2. Under no circumstances does mobile number portability oblige ORANGE to provide the same services as those which the Customer enjoyed with the donor operator/provider.

21. Customer service

A customer service is available in order to, where possible, answer all the Customer's questions regarding the ORANGE Service.

22. No guarantee clause

ORANGE provides no guarantees, whether a guarantee of conformity or a guarantee against hidden defects.

23. Exclusion and/or limitation of liability clause

23.1. ORANGE may only be held responsible in the event of gross negligence amounting to criminal malice.

23.2. ORANGE commits to do everything within its power to provide the Customer with access to the telecommunications network and to its Service, under the best conditions. However, ORANGE is only bound by an obligation of means.

23.3. ORANGE cannot be held liable, particularly in the following cases:

- If the Contract is terminated due to the Customer being in breach of any of its obligations arising from the Contract or these General Terms and Conditions of Sale;
- In the event of incorrect use, excessive use or misuse of the Service;
- If the Service is suspended in accordance with Article 27 of these General Terms and Conditions of Sale;
- If the telephone or its accessories are not properly installed;
- If there is a malfunction in the operation or use of any equipment not covered by a subscription contract

- If inadequate equipment is used, preventing relevant interoperability with the ORANGE Service;
- In the event of illegality and/or errors affecting the content of the information, calls, messages or of any other digital content accessible via the ORANGE Service;
- In the event of illegality and/or errors affecting the information provided and the content of the services offered by service providers or operators other than ORANGE, even if the aforementioned services are accessed through the ORANGE Service;
- In the event of billing errors attributable to service providers or operators, or third-party platforms;
- If fees related to the usage and/or activation of services by the Customer which are not included in the ORANGE Service fee covered by the Subscription Contract, such as the "Premium" services, are billed.
- In the event of brief or prolonged disruptions or interruptions in the ORANGE Service caused by works to perform maintenance, improve, reorganise or extend the networks and the ORANGE Service in general;
- In the event of brief or prolonged disruptions or interruptions in the ORANGE Service caused by a network failure affecting the networks of other operators to which the ORANGE network is connected, particularly in the event of a dysfunction in the local operator's network;
- In the event of brief or prolonged disruptions or interruptions to the services supplied by third-party service providers, operators or platforms;
- In the event of brief or prolonged disruptions to or interruptions of the ORANGE Service caused by the presence of obstacles such as buildings, vegetation or landscape;



- In the event of brief or prolonged disruptions or interruptions in the ORANGE Service caused by any general network failure;
- In the event of brief or prolonged disruptions to or interruptions of the ORANGE Service caused by force majeure;
- In the event of increased damage to persons and/or property due to the illegal or improper use of mobile telephone devices. ORANGE would like to draw the Customer's attention to the danger caused during the use of a mobile telephone device whilst driving motor vehicles, as well as the disruptions which mobile telephony equipment may cause to medical devices or navigation systems.

24. Transfer and sub-contract

- 24.1.** The Subscription Contract is a contract concluded intuitu personae for ORANGE, and the Service covered by the Contract is for the exclusive use of the Customer.
- 24.2.** Consequently, the Contract may not under any circumstances be transferred, or sub-contracted by the Customer, without express prior written consent from ORANGE.
- 24.3.** The Customer is solely responsible to ORANGE for the performance of all its obligations arising from the Contract and from these General Terms and Conditions of Sale.

ORANGE shall have the right to fully or partially transfer its rights and obligations arising from the Contract without the consent of the Customer and without the latter being entitled to any compensation due to this transfer.

25. Public order and public decency

ORANGE reserves the right to restrict or to prevent access, without notice or other formalities, to certain services or information, as well as to alter certain services or information, if the latter are likely to contravene applicable laws, or public order or public decency.

26. Intellectual property

- 26.1.** ORANGE or, as the case may be, a third company, retains ownership of the software programs and the related documents which may have been provided to the Customer in the context of the ORANGE Service (hereinafter referred to as 'ORANGE Software').
- 26.2.** The Customer receives a non-exclusive and non-transferable right to use ORANGE software, in a manner consistent with the objectives and limits defined in the context of the contractual relationship between ORANGE and the Customer relating to the ORANGE Service, for the duration of the Contract.
- 26.3.** The user licence stipulated in Article 26.2. is granted to the Customer in his/her capacity as an end user and exclusively for his/her personal use. The Customer commits not to transfer or lease ORANGE software and the related documents and not to permit any use of this software or these documents by third parties.
- 26.4.** The Customer commits not to copy or have copies made of ORANGE software and/or the related documents, in particular by its employees. It also commits not to subject ORANGE software to decompilation, analysis or reverse engineering processes, not to create derived software and not to use the software in a way other than that set out in the context of the contractual relationship between ORANGE and the Customer.
- 26.5.** The Customer is fully responsible for the use, loss, theft or damage of the ORANGE software and/or the related documents, regardless of the cause.
- 26.6.** When the Contract expires, the Customer must return the ORANGE software and related documents.

27. Exception of non-performance: suspension of the Contract

- 27.1.** In the event of full or partial non-payment or late payment of a bill, ORANGE may suspend the Service without prior formal notice, without the Customer being entitled to any damages due to this suspension.

- 27.2.** More generally, in the event of non-performance, improper performance or delay in the performance of any of its obligations under this Contract, ORANGE may suspend the provision of the service automatically, without notice or compensation.
- 27.3.** ORANGE may also suspend the Service in the event of proof of fraud or strong suspicion of fraud.
- 27.4.** If the thresholds limits are exceeded for Contracts entitling the Customer to a specific quantity of a Service on a monthly basis, or if there is an abnormally excessive increase in the quantity and/or amount of the Customer's usage, ORANGE reserves the right to suspend the Service.
- 27.5.** Other than the case of force majeure, ORANGE also reserves the right to suspend the service without notice or compensation, due to technical operating requirements.
- 27.6.** If the Service is suspended, for whatever reason, the remaining sums due shall immediately become payable.
- 27.7.** In the suspension cases referred to in Article 27 of these General Terms and Conditions of Sale, the suspension and reconnection fee for the Service shall be borne by the Customer.
- 27.8.** If the Service is suspended, for whatever reason, the Customer must still meet all his/her obligations under the Contract. In particular, the Customer must still pay ORANGE the full amount of the subscription fees that become due, until the end of the Contract.
- 27.9.** ORANGE reserves the right to automatically terminate the Contract, without notice or compensation, ten days after the date of suspension, if the Customer still cannot provide proof that he/she has properly performed all his/her obligations arising from the Contract.
- 27.10.** The Customer may not under any circumstances take advantage of poor network quality or brief or prolonged disruptions or interruptions in the Service to seek the suspension of the Contract, whereas ORANGE is only bound by an obligation of means.

28. Termination

28.1. Termination by Orange

ORANGE is entitled to terminate the Contract without prior notice and without any compensation or reduction in fees for the Customer if the latter is in breach of any of his/her obligations under the Contract, in particular:

- In the event of non-payment or late-payment of a bill;
- If the Contract is suspended, if the Customer has failed to supply proof of the proper performance of all its obligations within a period of ten days after the date of suspension, in accordance with the provisions of Article 27.9 of these General Terms and Conditions of Sale;
- In the event of misuse, excessive use or fraudulent use of the Service;
- If the Customer provides false information when signing up for the subscription, or fails to provide ORANGE with any changes applicable to this information.
- If the Customer fails to pay the guarantee deposit referred to in Article 10 of these General Terms and Conditions of Sale;

28.2. The Contract shall be terminated automatically by law if the Customer files for bankruptcy, liquidation or dissolution.

28.3. The Contract shall end automatically by law and without any compensation for the Customer, when the operating authorisations granted to ORANGE by the Luxembourg authorities expire.

28.4. Termination by the Customer

If the Customer terminates the contract before the end of the Contract period, as stipulated in the Contract and in accordance with the provisions of Article 6 of these General Terms and Conditions of Sale, he/she must pay ORANGE the full subscription fees that become due, until the end of the Contract period.



29. Damages

29.1. Any excessive use and/or misuse of the Service may lead to the Customer having to pay damages, without prejudice to the provisions of Articles 27 and 28 of these General Terms and Conditions of Sale.

29.2. Any termination and/or suspension of the Contract due to the Customer being in breach of any of his/her obligations arising from this Contract or these General Terms and Conditions of Sale, the Customer may be liable to pay damages.

29.3. If the Customer is in breach of any of his/her obligations arising from the Contract and the General Terms and Conditions of Sale, the Customer may be liable to pay damages and interest.

30. Penalty clause

In the event of gross and wilful negligence attributable to ORANGE, the latter may not under any circumstances be obliged to pay a sum of more than two thousand five hundred euro in damages to the Customer.

30.1 Invalidity

The invalidity of one or several clauses of these General Terms and Conditions of Sale will not lead to the invalidity of the other clauses, which remain valid and perfectly enforceable.

31. Choice of forum clause

Any dispute concerning the existence, interpretation or performance of the Contract and these General Terms and Conditions of Sale shall be subject to the exclusive jurisdiction of the courts of Luxembourg City.

32. Applicable Law

Luxembourg law applies exclusively to the Contract and to these General Terms and Conditions of Sale.

The Customer expressly agrees that he/she was in a position to be aware of the General Terms and Conditions of Sale and accepts them without reserve or limitation.

Done at ...

date:

Signature of the Company's representative(s)