

SPECIAL CONDITIONS OF THE SMART SECURITY SERVICE

1. PURPOSE OF THE CONTRACT

The purpose of these Special Conditions of Sale is to define the terms and conditions of the contract between the customer and Orange/G4S in connection with the sale of a package including a central unit and a range of connected objects rented by the customer from Orange.

Orange and G4S are working together to provide the end customer with a reliable solution tailored to the needs of their users.

All services are provided in accordance with these special conditions applicable to the contract.

These Special Conditions supplement the General Terms and Conditions of G4S and Orange, which remain applicable insofar as they are not contrary to these Special Conditions.

2. PREREQUISITES

Before subscribing to the Service, the customer must ensure that s/he has the technical prerequisites necessary for its operation:

- a smartphone and/or tablet compatible with the Service. The customer must ensure that his/her equipment is compatible with the Service. Orange cannot be held liable for incompatibilities between the customer's equipment and the Service.
- an email address and/or device allowing installation of the app and a mobile number in permanent working order.

3. DESCRIPTION OF THE SERVICE

The Service is only available to homes in the Grand Duchy of Luxembourg. It allows customers who have rented the central unit and connected objects and purchased a subscription to benefit from:

- unlimited access (excluding connection costs) to an app for the service (Smart Security) on a compatible tablet and/or smartphone. The app is available on the APPLE and ANDROID stores
- text or email notifications of alerts from the central unit placed in their home, within the storage limit of their inbox or device
- on-site call-outs by G4S included in the Service in the case of proven break-ins.

All other call-outs are charged according to the details provided in the individual contract signed by the customer.

4. FINANCIAL CONDITIONS

The customer accepts that Orange bills for G4S services via its telecommunications bill.

The financial and payment conditions are set out in article 11 of Orange's General Conditions of Sale.

5. SUPPLY AND INSTALLATION

Before installation, the customer must take all the necessary steps to ensure that the connection of the central unit to the electricity networks and all other necessary connections are in working order.

Services

- Delivery and installation of the equipment on the premises at the earliest opportunity.
- An annual equipment maintenance visit to be carried out on a date agreed by the parties, including inspection of the circuits and fitting of the equipment.
- Reception at the G4S Alarm Receiving Center of alarm signals transmitted, by mobile phone line and/or video system, from the premises and phone calls, depending on the nature of the signals received, to follow the customer's instructions specified in the document entitled 'call-out procedures in the case of an alarm'.

Line test

A daily automatic check will be programmed into your transmitter at no extra cost to make sure the mobile phone line is working properly.

Mobile phone communication costs (namely a daily unit) are included.

Monitoring of signals

The fixed fee for the service is based on the handling of a maximum of 36 alarms per year. If this limit is exceeded, the handling of additional alarms shall be billed at €5.00 per unit including VAT.

Rate for call-outs by a G4S officer (excluding proven break-ins):

€65 including VAT from 6.00 am on Monday to 5.59 am on Sunday

€120 including VAT from 6.00 am on Sunday to 5.59 am the following day and public holidays.

On the customer's request: rate for on-site security by a security officer

€80 including VAT from 6.00 am on Monday to 5.59 am on Sunday

€150 including VAT from 6.00 am on Sunday to 5.59 am the following day and public holidays

Notes

Under this contract, replacement of batteries for wireless components is provided at no extra cost. The outdoor siren battery is not included if installed more than 4 metres away.

- For systems that were not installed by our company, neither G4S nor Orange can be held liable for the compliance of the installation or any other existing defect.

6. DURATION OF THE CONTRACT AND AUTOMATIC RENEWAL

The Contract then renews automatically, for a period of 1 month each time, unless it is terminated by registered letter, with one month's notice, before the expiry of the term.

At the end of the contract, for whatever reason, the customer must ensure the removal of the equipment by a G4S technician.

Penalties may be charged to the customer according to the rates in force if s/he:

- does not allow access or facilitate the return of the equipment
- does not return the equipment
- returns equipment in poor condition.

Duration

The services provided for under this contract shall take effect as follows:

- for supply and installation: on the date of signing of this contract;
- for maintenance: on the day of signing by the parties of the installation completion certificate and for a period of 24 months;
- for the monitoring of signals: on the day of receipt of the document entitled 'call-out procedures in the case of alarm' and for a minimum period of 24 months.

7. WARRANTY AND AFTER-SALES SERVICE

The equipment is the property of Orange Luxembourg and is made available to the customer. Orange guarantees its products against all malfunctions resulting from a manufacturing or material defect, for 24 months from delivery of the equipment.

The customer must therefore inform Orange as soon as s/he detects a fault or malfunction of the equipment.

Orange may choose to repair or replace the unusable components within a reasonable time, without being liable to the payment of any compensation. Transport, travel, subsistence and labour costs remain payable by the customer.

Orange is responsible for the maintenance and replacement of defective equipment at the earliest opportunity.

This warranty does not cover:

- failures related to incorrect connection of the central unit and/or connected objects
- failures related to causes external to the equipment (lightning, water damage, etc.)
- damage caused by failure to follow the instructions of use or maintenance specified by Orange or the manufacturers
- damage caused by harm to the physical integrity of the products, a change in the appearance or operation of the products in question, defects and failures arising from opening the products, abnormal handling or use, and poor maintenance
- maintenance or modifications made by a company other than the approved company
- normal wear and tear and disruptions due to a case of force majeure

The existence of this commercial warranty does not preclude the application of the compliance guarantee provided for by the Act of 21 April 2004 or the application of the hidden defects guarantee provided for by articles 1641 et seq. of the Civil Code.



8. OBLIGATIONS AND LIABILITY OF ORANGE AND G4S

Orange and G4S shall put in place all the necessary means for the smooth running of the Service.

The services promised by Orange and G4S to the customer constitute an obligation of means and do not entail an obligation of result.

Orange and G4S cannot be held liable in the following cases:

- failure by the customer to comply with these terms and conditions
- negligence or damage caused by employees to the extent covered by the insurance policies taken out and applicable at the time of the accident
- network malfunctions, failures and disruptions
- risk of electromagnetic wave propagation
- misuse of the Service resulting in identity theft against the customer and/or users, sending of spam, etc.
- malfunctions arising from modifications or misuse of the Service, the base or one of the connected objects
- malfunction of the Service or breach of the security of hosted data in the case of modifications to the base and/or software
- consequences of incorrect configuration of the Service and/or central unit and/or connected objects by the customer
- accidents affecting the Service, the base and/or connected objects or phone or electricity networks, such as a crash, power surge, lightning, flood, fire and, in general, all events resulting from an abnormal use or situation, disruptions or interruptions not directly attributable to the Service.

This contract does not in any way replace the insurance policies that the customer is responsible for taking out to cover all risks of fire, glass breakage, theft, flood and all other damage that may affect the home and the possessions found there.

Orange and G4S cannot under any circumstances be held liable for the material, immaterial and physical consequences of a burglary, fire, flood or any other damage, whether it was detected by the system or not, and/or when the customer could not be contacted to inform them or the system was not correctly activated by the customer. Orange and G4S cannot be held liable for potential indirect damage suffered by the Customer while using the Service. Indirect damage is that which does not result exclusively and directly from the failure of Orange and G4S.

The civil liability of G4S and Orange covers damage caused in the course and as a result of its business, and due to negligence, error or oversight on the part of an employee.

It is agreed that the total amount of compensation that may be owed by G4S and Orange shall not under any circumstances exceed 20,000.00 EUR for all damage that may have occurred over a period of twelve consecutive months.

Loss of profit, profit interest or customers shall never be taken into account.

In the event of an accident, the customer shall provide reasonable proof, and establish the liability of the companies and their employees and the exact amount of the damage incurred.

9. OBLIGATIONS AND LIABILITY OF THE CUSTOMER

The customer authorises software updates by Orange and G4S and may not take any action that would modify the equipment or its configuration.

The customer may not open or perform any technical operations on the equipment.

The customer undertakes:

- to use the Service in accordance with its intended purpose and comply with these terms and conditions
- to use the Service for his/her personal and private use only
- not to use the Service outside his/her home
- not to use the Service for fraudulent or illegal purposes or in a fraudulent or illegal way
- not to modify the configuration and/or software of the base
- to inform Orange in the case of any alterations to his/her home that may affect the running of the equipment
- not to change the positioning of the equipment
- to inform all utilities companies (electric, gas, water, etc.) when the equipment is installed. In the case of deterioration, Orange and G4S cannot be held liable for any damage.

The customer undertakes to use the SIM card provided as part of the Service only. S/he may not, therefore, use the SIM card for purposes other than those referred to here, especially spreading any viruses or computer files designed to limit, interrupt or destroy the Orange network and/or any device or other telecommunications equipment, under penalty of liability.

The customer is informed, in particular, that any misuse of the Service such as for the purposes of voice over IP, Peer-to-Peer or re-routing communications is prohibited, regardless of the technical solutions or procedures used.

In this case, Orange shall bill calls made with the SIM card in question at the rates currently in force for Pay As You Go plans. It may also suspend the Service and deactivate the SIM card and shall be entitled to take action against the customer in the event of damage.

Orange is the sole owner of the SIM card; consequently, the customer may not sell it, rent it out, destroy it or damage it in any way, or even make a copy of it.

