

Specific terms for subscription and options

These specific terms apply only to Orange subscriptions and options.

These specific terms supplement the general terms of Orange Communications Luxembourg which remain applicable unless affected by the present terms.

The Specific Terms do not replace the General Terms but supplement them.

In the event of a contradiction between the specific terms for these services and the general terms, the specific terms shall prevail.

A. CONTENTS AND PRICE OF THE SUBSCRIBED OFFERS

The services subscribed and the prices are available on the website: <http://www.orange.lu>, on request at the point of sale, or by calling Customer Services on 80061606. The client acknowledges that they are aware of the services, terms of use and prices at the time of signature.

B. ACTIVATION FEES

A fee of €5 will be invoiced upon subscription of a new line.

C. DURATION OF THE SUBSCRIBED SERVICES

Unless specifically stated otherwise, subscription contracts are concluded for a set duration of a minimum of 12 months.

In the case of a subscription contract connected to a mobile advantage, it is the duration of the latter which determines the duration of the contract which can therefore be concluded for a duration of up to 24 months.

For "pay-as-you-go" subscriptions or for BeUnlimited and MoveUnlimited plans, the minimum duration of commitment is 1 month.

D. NETWORK REASONABLE USE POLICY

In order to guarantee the availability and quality of the network for all clients, ORANGE reserves the right to restrict clients' access to the services, or to invoice the units beyond reasonable use.

For each offer, the reasonable use limit is available at the following link: <https://www.orange.lu/fr/page/documents-utiles>.

In all cases, the duration of one continuous call cannot exceed 3 hours.

If this threshold is exceeded, ORANGE reserves the right to issue an invoice per minute according to the client's price plan.

Orange provides all its clients with 2G/3G/LTE (Long Term Evolution: 4G/4G+...) technologies subject to compatible SIM cards and smartphones (information in store or at www.orange.lu). Each contract includes a certain quantity of mobile internet data. Beyond that, use will be invoiced according to the applicable price plan.

Orange reserves the right to suspend the lines in the event of abusive use of the network after a warning has been issued to the client.

E. ROAMING CHARGES

The client declares that they are aware of the fact that given that they live in a border region of Luxembourg, the network used to transfer data could feasibly be a network outside ORANGE LUXEMBOURG's network, which may incur roaming charges, for which the client shall be fully liable.

In order to avoid any abuse of data roaming and in accordance with article 4(2) of European regulation 2016/2286, Orange reserves the right to invoice an additional charge over certain threshold limits for consumption.

These additional charges will be calculated and updated according to the applicable legislation.

In accordance with European regulation, a "roam like at home" volume is defined. Beyond this volume, a surcharge may be applied for the national mobile internet volume used in roaming in Europe.

Calls made while roaming to special numbers (0800, 0900, etc.) and short numbers are not included and will be invoiced according to the prices set by the providers of these numbers. These prices may be invoiced even if the special number is free in this country.

Our offers are reserved to residential clients or clients that can prove a stable connection with Luxembourg within the limits of non-abusive use.

F. BANK REJECTION CHARGES

If the bank rejects a direct debit, Orange reserves the right to invoice additional charges. The value of these charges is available in the price list that can be consulted on the Orange website.

G. PAYMENT REMINDER CHARGES

In the event of a reminder issued following a default of payment, Orange reserves the right to invoice additional charges. The value of these charges is available in the price list that can be consulted on the Orange website.

H. OPTIONS

The options are always counted as a priority in relation to the contents of the price plan.

I. ORANGE TRANQUILITY

Orange Tranquility is valid in Luxembourg for Orange clients who have subscribed to the offer. This option includes:

- Mobile configuration at the time of purchase.
- The loan of a mobile equivalent to the one submitted for repair (to a maximum of 2 annual repairs)
- A discount on services and after-sales services.

The Orange tranquility option is subscribed for a minimum 12 months.

J. INSURANCE CONTRACTS

The client declares that they were aware of and had accepted the General Terms of their Insurance option prior to signature of this contract. The client also declares that they are in possession of a copy of this document. The Insurance option is taken out for a minimum of twelve (12) months. The Insurance option is subsequently tacitly extended for successive periods of one (1) month.

K. ORANGE CLOUD

In the event of a change to the price plan, the client must advise Orange if they want to store data on the cloud. Without notification from the client, Orange reserves the right to delete their content within 6 months.

In the event of termination, the client must retrieve their content within a reasonable timeframe that must not exceed 30 calendar days. Beyond this timeframe, Orange cannot be held liable for the loss of data linked to Orange Cloud.

L. INTERNET FROM THE 1ST DAY

For any subscription to a convergent fibre offer, Orange shall supply internet services from the 1st day, enabling clients to connect to the internet via the mobile network (subject to eligibility) for a duration of 2 months within a 50 MB limit. Clients will be provided with a 4G airbox and a prepaid SIM.

Within the context of sustainable development, the client can, if they so desire, return the equipment to an Orange Luxembourg point of sale if they have not been used. Orange will ensure that they are reprocessed and recycled.

However, if the client so desires, they can keep and use the SIM provided.

M. BILLING METHODS

In order to reduce the ecological footprint, OLU issues digital invoices to its clients (access to the client space, email notification, SMS notification, availability on the Orange.lu website)

If invoices are issued by post, upon request from the client, a management fee of €2 will be applied on a monthly basis.

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N. ORANGE TV PLAY

This option is valid in the context of a mobile and/or Love subscription. It can be used on a maximum of 4 different devices. For clients who have subscribed to the offer via their mobile offer, the minimum commitment is 12 months. In the context of a Love subscription, the minimum commitment is 1 month.

O. ORANGE PART-EXCHANGE

The voucher states that the value of the part exchange cannot be exchanged or reimbursed. It must be used immediately and will only be valid in the store that issued the voucher.

P. DIRECT DEBIT

A direct debit authorisation will be requested in the case of any subscription. If a direct debit is not set up, a fee of €2 will be added to the monthly invoice.

Q. TERMINATION

At the end of the initial commitment period (12 or 24 months), the contract will be tacitly renewed for an undetermined period, if it has not been terminated with one month's notice prior to its expiry.

During the undetermined period, the client reserves the right to terminate the subscription contract with one month's prior notice.

The termination must be notified by means of a letter sent by recorded delivery.

Termination by the client

If the client terminates the contract before the expiry date, Orange will re-invoice only the services due, with the remaining amount payable for the equipment, the advantages and/or the promotions received linked to the commitment period initially set forth in the contract. For any termination prior to the end of the commitment period, a fixed fee of €25 incl. all taxes will be required per line terminated.

R. SPEED REFILL OPTION

This option is only available for the Home Box offer

The speed of 3G/4G speed for smartphones is reduced after the monthly threshold of 100 GB. Beyond this limit, clients can continue to use mobile internet throughout the country at a slower speed and without being invoiced.

S. HOME BOX OFFER

In order to guarantee the highest quality service, it is recommended to use this service with 4G or 4G+ technology.

Terms of the "money back guarantee"

Equipment must be returned within a maximum of 14 days following signature of the contract. The equipment must be returned complete and in its original packaging. Return of the equipment will only cancel the Home Box contract taken out. Only one reimbursement shall apply per bank account and per household.

T. COMPLEMENTARY SERVICES AVAILABLE

ORANGE may provide a series of complementary free services in the context of their mobile telephone offers.

This provision shall be subject to existing agreements between ORANGE and its partners, both in terms of content and duration.

The end of the commercial agreement between ORANGE and the partner will incur termination of the free service, without any impact on the telephone contract taken out, and respectively does not allow clients the option to terminate the Contract.

Clients shall not derive any additional rights from a service terminated in this way.

U. DEEZER

Deezer was developed by Deezer S.A., and enables users to access a music streaming service via a computer, tablet or smartphone connected to the internet, or offline subject to prior synchronisation, within the limits of the storage capacity of the device in question.

Clients must first install the Deezer application and subscribe to the Deezer website.

The Service taken out by the client will be invoiced by Orange on a monthly basis. The Service will be invoiced from the day on which the client activates their account.

Orange will only invoice the Deezer offer selected by the client. The client must subscribe to Deezer S.A.'s general terms and become a Deezer client. Clients must contact Deezer S.A. in the case of questions or complaints.

Orange cannot be held liable in the case of an amendment of Deezer's content, in the case of deletion of content, or in the event that the Deezer service malfunctions.

The end of the commercial agreement between ORANGE and Deezer will incur termination of the service, without any impact on the telephone contract taken out, and respectively does not allow clients the option to terminate the Contract.

Termination of the telephone contract shall incur the termination of the Deezer Premium contract via Orange.