



**General Terms of Sale (GTS)
for Transatel's mobile telephony plans / packages
for individuals and legal entities**

Applicable in the different countries where Transatel's plans / packages are marketed

We have made every effort to make our general terms of sale as straightforward and understandable as possible. If however you have problems understanding them, do not hesitate to contact our customer service department, the contact details of which are found below; our team will always be very happy to answer your questions.

ABOUT US

Transatel is a French Joint Stock Company (*Société Anonyme*) with a Management Board and a Supervisory Board, registered with the Nanterre Trade and Companies Registry under the number B 432 786 432 (VAT no. FR 49 432 786 432). Transatel's headquarters are located at the address mentioned on your contract and on Transatel's website (<http://www.transatel.com/>)

Transatel is based in several countries and is continuing with its international expansion, it currently possesses:

- > a branch in Belgium, located at rue Marie Depage 3, bte 4, 1180 Brussels, with the registration number 476 709 468 (VAT no. BE 476 709 468);
- > a branch in the Netherlands, located at Hogehilweg 16, 1101 CD Amsterdam, with the registration number 34200147 (VAT no. NL 8127 37 957 B01);
- > a branch in Luxembourg, located at 28, rue Bettembourg, L-5810 Hesperange, with the registration number 2006 32 00035 (VAT no. LU 20993674);
- > a subsidiary in the United Kingdom, located at Finsgate, 5-7 Cranwood Street, London EC1V 9EE, with the registration number 4086268 (VAT no. 788 0044 14).
- > a subsidiary in Switzerland, located c / o France-Swiss Chamber for Commerce and Industry, 5, Oak Road, PO Box 6298, 1211 Geneva 6

Transatel markets mobile telephony plans / packages (hereinafter the "Plans / Packages") under its own brands, as described on Transatel's website (<http://www.transatel-mobile.com/>). The mobile networks used by Transatel to supply its Plans / Packages are:

- > the ORANGE network in France;
- > the MOBISTAR network in Belgium;
- > The ORANGE network in Switzerland

Transatel becomes a full MVNO, an operator on its own, so that you may enjoy a greater number of services now and in the future.

For any information or request vis-à-vis Transatel, kindly contact the customer service department relating to your Plan / Package, the contact details of which are as follows:

Customer Service Departments	Telephone/Fax	E-mails
France	+33 (0)1 70 75 24 00/ +33 (0)1 70 67 01 67	
Belgium	+32 (0)2 401 90 10 / +32 (0)2 401 9002	service.clients@transatel.com
United Kingdom	+44 (0)20 70 98 43 99	
Suisse	+41 22 501 99 95 / +41 22 501 99 94	
Luxembourg	+352 27 00 08 00/ +352 27 00 08 01	

We also inform you that for any claim you must first address it by phone or email to the customer service whose contact information are indicated above and on Transatel's website ([http://www.transatel.com /](http://www.transatel.com/)). The latter undertakes to provide you a response within fifteen (15) working days from receipt of the claim. If the response from the customer service does not satisfy you, you may, depending on your country's billing address your claim:

- > If your invoicing country is Belgium, you may contact , the service de médiation pour les télécommunications, Boulevard Roi Albert II 8, boîte 3, 1000 Bruxelles , Belgium
- > If your invoicing country is Netherlands, to the following service : Stichting Geschillencommissies voor Consumentenzaken, Postbus 90600, 2509 LP 's-Gravenhage, telefoonnummer (070) 3105310, www.sgc.nl ;
- > If your invoicing country is Luxemburg, to the Institut de Luxembourgeois de Régulation (ILR) on the ILR's website (<http://www.ilr.public.lu/mediation/index.html>).
- > If your invoicing country is Switzerland, to the ombudscom foundation Bundesgasse 26, 3011 Bern, Tel. 031 310 November 77, www.ombudscom.ch

If you are a retailer, any dispute may be referred to the Courts within the jurisdiction of the Versailles Court of Appeal (*Cour d'appel de Versailles*), in France.

HOW CAN I BECOME A TRANSATEL CUSTOMER?

Each of Transatel's Plans / Packages has different features which customers are informed of prior to subscription. Transatel's mobile telephony services (hereinafter the "Services") are only provided to customers if the latter have met all the Plan / Package subscription conditions and, consequently, their SIM card has been activated.

In order to become a Transatel customer, I must be an individual over the age of majority, authorised to subscribe to a commercial mobile telephony service in my own name, or be the representative of a legal entity duly authorised to subscribe to



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a Plan / Package. In the latter case, I must enclose a written and signed authorisation to contract on the legal entity's letterhead together with the subscription file (hereinafter the "Subscription File").

The Subscription File consists of a signed subscription contract (hereinafter the "Subscription Contract"), which includes, in particular: supporting documents (identity card for individuals, proof of registration for legal entities), a direct debit or credit card payment authorisation, a price schedule, these general terms of sale and, where applicable, a document concerning portability, etc.

Transatel has 30 days as from receipt of the Subscription File, together with the signed Subscription Contract and accompanied by the supporting documents, in order to carry-out identity and credit checks on the customer and to activate his/her/its SIM card. Should the Subscription File sent by the customer be or prove to be, during the provision of Services, incomplete, incorrect or fraudulent, for example, in the event of identity theft or the end of the direct debit or credit card payment authorisation, Transatel reserves the right to immediately suspend the services.

I can exercise the right to withdraw under the following conditions:

- The period during which I can exercise the right to withdraw depends on the country from which Transatel invoices me (billing country). If my invoicing country is France, I can exercise my withdrawal within a period of fourteen (14) days, however, if the invoicing country is not France, then the withdrawal period is seven (7) days.
- The period during which I can exercise the right to withdraw begins when I receive my contract, except the phone sold by Transatel where the period during which I can exercise the right to withdraw begins when I receive my phone
- This retraction period does not apply if I am acting on behalf of a business.
- The retraction period is calculated in full days (i.e. from midnight to midnight) and working days (Monday to Saturday; only Sundays and official public holidays are not considered working days).
- I do not have the right to withdraw if I have made my 1st call before the end of the period for withdrawal.

The Subscription Contract takes effect on the date when Transatel receives my complete Contract. The term of my initial commitment is then twelve (12) months (with the exception of Subscription Contracts to specific commercial Plans / Packages which specify a different minimum commitment period) as from the date when Transatel receives my Subscription Contract. In any case, I still have the right to subscribe to different offers providing that I have undertaken an initial commitment of twelve (12) months.

I AM A CUSTOMER, HOW IS MY RELATIONSHIP WITH TRANSATEL GOVERNED?

MY CONTRACT

My relationship with Transatel is governed by the Subscription Contract. In turn, the Subscription Contract is governed by the legislation of the country from which Transatel bills me (hereinafter the "**Invoicing Country**"). I choose the Invoicing Country from the countries available at Transatel, provided I have a permanent residence in one of these countries. If I do not have a permanent residence in one of these Invoicing Countries, I will be automatically billed from France and the legislation applicable to the Subscription Contract will therefore be French law.

Transatel may assign all or part of its rights and/or obligations under the Subscription Contract, to any and all third party company, provided the latter undertakes to continue performance of my Subscription Contract. My agreement will not be required and Transatel undertakes to ensure that this assignment does not cause any undermining of my rights.

TERMS OF DELIVERY

Transatel undertakes to deliver my SIM card and my phone in the case if I have ordered both at the same time, in under two calendar weeks, under the condition that I have provided Transatel with all of the necessary information for a successful delivery. If delivery is late by more than seven (7) working days past the aforementioned target, I can get obtain a refund in accordance with my legal rights.

Once I have received the SIM card it is my responsibility to activate the SIM in order to benefit from Transatel's service.

For any delivery to Switzerland or any other country out of the EU, customs fees will have to be paid by the customer directly to the postal services of the country. This is due to the fact that Transatel shipped products from France. Those customs fees cannot be determined in advance due to the fact that they are calculated by the custom authorities while they are crossing the border.

MY SIM CARD AND TELEPHONE

Transatel provides me with a SIM card giving access to Transatel's Services and tariffs, on the GSM networks of Transatel's operator partners in the countries to which I have subscribed, and to several other countries worldwide (List available from the customer service department) under the usual roaming price conditions.

This SIM card remains the property of Transatel which may ask me for it back and exchange it, or parameterise it remotely, at any time. I am solely responsible for the use of this SIM card and, therefore, I must control access to it by protecting it, for example, with a PIN number. If I break or lose this SIM card, Transatel will replace it and I will have to pay the expenses relating to the replacement. In the event of loss or theft, I must call the customer service department (during opening hours) or Transatel's suspension department (numbers available on the website: <http://www.transatel-mobile.com>). I remain responsible for payment for calls until Transatel confirms that it has recorded the declaration of loss or theft.



General Terms of Sale (GTS) for Transatel's mobile telephony plans / packages for individuals and legal entities

Applicable in the different countries where Transatel's plans / packages are marketed

Transatel offers me a choice of telephones to buy, which are compatible with the Services to which I have subscribed. The mobile phone's compatibility is guaranteed with the phone version that is provided. Transatel cannot guarantee the compatibility of the Service after any update of your phone's software. Contact your customer service before any software updates to check the compatibility with your Services. If I wish, I can also use Transatel's SIM card in a telephone which I buy myself, provided it is compatible with the Services to which I have subscribed. Unless I have Transatel's prior, specific and written agreement, I undertake, in particular, not to use Transatel's SIM card in a "gateway" or "radio terminal" type device, or in any other non-mobile device, or fraudulently.

Telephones provided by Transatel are sold unlocked (usable with any Mobile SIM Card). In some cases, the phones will be shipped separately from the SIM card, and can also be shipped via partners of Transatel. Technical support of mobile telephones sold by Transatel is guaranteed by the after-sales service agreement (SAV) of the telephone manufacturer. Transatel cannot be held responsible for any technical problems faced when using the telephone. No commercial gesture can be given in the case of either a one-off or repeated hardware failure of a phone sold by Transatel. However Transatel will endeavour to provide me a temporary phone provided that I pay a fifty (50) euros deposit.

□ MY TELEPHONE NUMBER(S)

When I use multiple phone numbers, only the numbers belonging to the European Union will allow me to benefit from the laws of the European parliament and the council in charge of roaming on public mobile communication networks within the European Union. Therefore, when I use the Swiss telephone number, especially on roaming, I do not benefit from this law and the information it provides. In particular, the data consumption on roaming made on my Swiss line are not subject to the limitations under the above regulations, and are not automatically interrupted beyond the threshold prescribed by the regulation. Also, to make use of data on roaming, we recommend using a phone number belonging to an EU country.

In addition, Transatel has deployed technical features in order to block usage of my Swiss number while roaming. Using my Swiss number in roaming is not included in the offer I have subscribed. If I use my Swiss number while I am in roaming, for example by choosing the line manually, I will have to pay the usage based on tariffs that Transatel will give me.

If I wish, and according to the technical and legal options concerning the portability of numbers, I may request the transfer of a number already attributed to me by another operator provided the number in question meets the legal conditions concerning eligibility for portability. For further information, please refer to the FAQ section of Transatel Mobile's website.

□ ACCESS TO EMERGENCY SERVICES (WHILE USING MY BELGIAN TELEPHONE LINE)

Calls made to emergency services are allowed provided my simcard is active. The mobile network operator used by Transatel in Belgium communicates, the coordinates of the central point of the cell network used by the caller, to the emergency services. Some emergency services can be reached from all networks (example: 112). Other emergency services can only be reached if the network operator used by Transatel in Belgium has a network reach. In particular, the number 112 can be reached from anywhere from every country in the EU, and allows me to reach the local emergency services.

□ ROAMING DATA

When I use my French, Belgian or Swiss line(s) to connect to data whilst roaming, I will receive the following usage protections:

- An SMS alert once I have used 40MB of roaming data (EU & rest of the world)
- An SMS alert at 50MB of roaming data (EU & rest of the world) and an automatic block of future data consumption. I can then reply to the SMS with "OK DATA" to remove the block. By sending this SMS I confirm that I accept the risks of overcharging due to the use of data whilst roaming.

These checks are made based on the monthly use of a customer, from the first day of the month until the last day of the month.

□ MY UNLIMITED PLANS / PACKAGES

Transatel offers me the option of subscribing to unlimited Plans / Packages (Voice, SMS, data), the features and conditions of use of which are specified, where applicable, in the price schedule. When I subscribe to such Plans / Packages, I undertake to behave reasonably and, therefore, to make reasonable use thereof so as to optimise use of the mobile networks by all users. I also make the following commitments:

- To comply with the conditions of use which will be specified, where applicable, in the price schedule, in particular, the maximum communication limits (Voice, SMS, data), the inclusion or exclusion of certain types of use, the exclusion of calls to certain specified numbers, for example:
 - Not exceeding 6000 minutes of calls per month and/or 6000 SMS per month
 - Not calling or sending SMS to more than 250 individual contacts per month on a regular basis
 - Not calling a contact for over 2 hours uninterrupted and/or finishing the conversation temporarily and then restarting immediately after.
- Not to use unlimited communications for business purposes (e.g.: not to resell or transfer the communications to third parties), or for certain professional uses which are prohibited owing to the volumes of calls which they generate (call centres, telemarketing, etc.);
- Not to divert the Service and, in particular, not to use the Service uninterruptedly using automatic dialling systems, not to re-route communications using telephone platforms, SIM boxes or radio terminals, not to use "voice" service for data uses, in particular, for Machine to Machine type application requirements, not to be used for baby monitor connections.



General Terms of Sale (GTS) for Transatel's mobile telephony plans / packages for individuals and legal entities

Applicable in the different countries where Transatel's plans / packages are marketed

- Not to use unlimited data access for streaming, Peer to Peer, newsgroup (NTTP), if this usage puts other users of the network at risk of experiencing poor service.

In case of non-compliance with these stipulations, Transatel reserves the right to take all necessary measures to stop the abnormal use, to suspend all or part of the service, to issue an invoice for the disputed usage at the standard out-of-bundle rate, even in retrospect and hence to terminate the Contract according to the legal, regulatory, and judicial conditions applicable in the Invoicing Country.

□ MY INVOICES

When I subscribe for the Plan / Package, I may have to make a prepayment, the amount of which will depend on the features of the Plan / Package to which I have subscribed, by credit card or wire transfer. This possible prepayment triggers the activation of my SIM card and the furnishing of Services by Transatel. Transatel may also request me to pay a deposit for the activation of my SIM card, it being stipulated that payment of a deposit is obligatory when I don't have a registered address in my Invoicing. This deposit will be returned to me when my Subscription Contract is terminated, subject to payment of all my invoices. Transatel will start to bill me the amounts corresponding to the months of subscription once I have received my SIM card and my PIN number and once at least one call has been made, thus allowing me to use-up my communication allowance. If the Services are not used after receipt of my SIM card, invoicing will start three (3) weeks after Transatel's receipt of the complete Subscription Contract, at the latest.

The prices of the various Plans / Packages may change. For my part, notice of changes to the prices relating to the Plan / Package which I have subscribed to will be sent to me beforehand, for example, on my invoice or by electronic message and/or SMS.

At any time and without owing any indemnity whatsoever, Transatel may suspend or stop furnishing the Services, in the event of timely non-payment, abnormal and/or fraudulent use of the Services, or a breach of my obligations under the Subscription Contract (including these general terms of sale). In the event of the suspension of my SIM card for the reasons set forth above, Transatel may bill me handling expenses in compliance with the legal and/or regulatory provisions applicable in my Invoicing Country.

Similarly, if the contract between Transatel and its operator partner were to be terminated for any reason whatsoever, Transatel may stop providing the Services, at any time and without owing any indemnity whatsoever. In all cases where the furnishing of the Services is definitively interrupted, a third party may offer to take over my subscription, and I will be entitled to either accept or refuse such an offer and I must return the SIM card provided to me to Transatel.

In the event of failure to pay my invoice within the specified lead-time, and in addition to the fact that Transatel may charge handling expenses in compliance with the legal and/or regulatory provisions applicable in my Invoicing Country, Transatel may also send me formal notice to pay and charge, on the unpaid amounts, as from the day after the payment due date, an interest rate per day of delay set in accordance with the legal and/or regulatory provisions applicable in my Invoicing Country. For further information on the expenses and interest charged by Transatel, refer to the price schedule or contact the customer service department.

□ BUNDLE AND / OR OFFER MODIFICATIONS

If I would like to change my offer within the same range of services or to another range of services, I am implied to contact the customer service who informs me in advance, and individually, about the new conditions regarding charges and /or reengagement the change may entail. The moment I have given my written consent for the changes made to the service, the new conditions will take immediate effect and I will no longer be able to use my right to terminate the contract earlier because of the new conditions

Also, if my billing country is Belgium, I am informed that:

- In case of a increase of fees initiated by Transatel alone, and without asking or receiving my consent by Transatel, I will have the possibility to terminate the contract without cost until the last day of the month which follows receiving the first invoice containing the increased fees : and
- For all the other contract modifications initiated by Transatel, without asking or receiving my consent by Transatel, I will have the possibility to terminate the contract without cost until the last day of the month which follows receiving the first invoice containing the change (which will be announced to me individually at least one month in advance).

In case of a change in the offer, I want to add or cancel a number, Transatel will proceed to change the SIM card. Charges will be applied only when canceling the line. The amount of this fee will be communicated to you by the customer service prior to any change.

□ TERMINATION / PORTABILITY

If I want to terminate my Subscription Contract or begin a number portability procedure (a request for portability is the same as a request for termination), I contact the customer service department by telephone or e-mail in order for it to advise me of the termination conditions applicable in my Invoicing Country. In all cases, my termination request must be in writing. Within the context of so-called "multi-country" Plans / Packages, the customer's request for portability for the Invoicing Country's line represents termination of the Subscription Contract, unless there is an express request from the customer wishing to keep the other lines (in the other countries). The procedure of portability depends on operator's partners of Transatel network, therefore Transatel is not liable for loss of my number resulting from acts imputable to these operators.



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➤ **My Invoicing Country is France**

To request Transatel to terminate my Contract, I must be free of any commitment. However, I can always leave Transatel before the end of my initial commitment period or at the end of my recommitment period, by paying the outstanding amounts under the conditions of the Act no. 2008-3 of 3 January 2008 "for the development of competition for the benefit of consumers" known as the "Loi Chatel". (For further information, refer to the FAQ section of Transatel's website). For your reference, article L.121-84-6 of the 'code de la consommation', issued in this law, is available below (in French):

« Le présent article est applicable à tout fournisseur d'un service de communications électroniques, au sens du 6° de l'article L. 32 du code des postes et des communications électroniques, proposant au consommateur, directement ou par l'intermédiaire d'un tiers, une offre de services de communications électroniques.

Les fournisseurs de services ne peuvent subordonner la conclusion ou la modification des termes du contrat qui régit la fourniture d'un service de communications électroniques à l'acceptation par le consommateur d'une clause imposant le respect d'une durée minimum d'exécution du contrat de plus de vingt-quatre mois à compter de la date de conclusion du contrat ou de sa modification.

Tout fournisseur de services subordonnant la conclusion ou la modification des termes d'un contrat qui régit la fourniture d'un service de communications électroniques à l'acceptation par le consommateur d'une clause contractuelle imposant le respect d'une durée minimum d'exécution du contrat de plus de douze mois est tenu :

1° De proposer simultanément la même offre de services assortie d'une durée minimum d'exécution du contrat n'excédant pas douze mois, selon des modalités commerciales non disqualifiantes ;

2° D'offrir au consommateur la possibilité de résilier par anticipation le contrat à compter de la fin du douzième mois suivant l'acceptation d'une telle clause moyennant le paiement par le consommateur d'au plus le quart du montant dû au titre de la fraction non échue de la période minimum d'exécution du contrat.

Les alinéas précédents s'appliquent à la conclusion ou l'exécution de tout autre contrat liant le fournisseur de services et le consommateur dès lors que la conclusion de ce contrat est subordonnée à l'existence et à l'exécution du contrat initial régissant la fourniture du service de communications électroniques, sans que l'ensemble des sommes dues au titre de la résiliation anticipée de ces contrats avant l'échéance de la durée minimum d'exécution de ces contrats puisse excéder le quart du montant dû au titre de la fraction non échue de la période minimum d'exécution du contrat. »

➤ **My Invoicing Country is the Netherlands**

The termination of my Contract will take effect one (1) month after receipt of my termination request by Transatel. I will not have to pay anything to Transatel, except any amounts corresponding to the months of subscription which I still owe until the end of my initial commitment period, or the end of my recommitment period. In addition, I will obviously also owe amounts resulting from failure to pay my invoices.

➤ **My Invoicing Country is Belgium**

I will cancel my contract under the conditions of the provided law of June 13th 2005 related to electronic communications (for more information, we refer you to our FAQ on the internet site of Transatel).

I am aware that:

- All contracts with a fixed-term can be terminated without remaining contract cost after 6 months, and
- all the contracts with no fixed-term can be terminated without remaining contract costs and
- I can decide if the termination will be done immediately or on later date.

So, in case of anticipated termination of the fixed-term contract before the end of the contract period of 6 months, I will be obliged to pay Transatel, under the conditions provided by this law, a fee for the remaining contract costs.

Finally, in all cases I will stay responsible, under the conditions of the aforementioned law, for the payment of the residual value which is linked to the obtained product, possibly, during the subscription of the fixed-term contract (meaning a subscription with a contract period or after renewal of the contract).

➤ **My Invoicing Country is not France, Belgium or the Netherlands**

If I ask Transatel to terminate my Contract before the fifteenth (15th) of the then-current month, my termination will take effect at the end of that month. If, however, I ask Transatel to terminate my Contract after the fifteenth (15th) of the then-current month, my termination will only take effect at the end of the following month. I will not have to pay anything to Transatel, except any amounts corresponding to the months of subscription which I still owe until the end of my initial commitment period, or the end of my recommitment period. In addition, I will obviously also owe amounts resulting from failure to pay my invoices.

MY PERSONAL INFORMATION

My personal information is covered by the legislation protecting it in my Invoicing Country. Transatel undertakes to take all necessary steps to ensure the protection and confidentiality of my personal information and may not use it for purposes other than management of the clientele, market research, prevention of fraud and/or offences. I am entitled to consult this information at any time and to send a request for rectification or removal should it be incorrect, incomplete or irrelevant. I must make this request by sending a written, dated and signed request to Transatel (Customer service department), together with a photocopy of both sides of my identity card.

MY COMMITMENTS



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I will ensure:

- [To provide all the required original supporting documents mentioned in the Subscription Contract](#), and to make a possible prepayment of one (1) to six (6) months or corresponding to the cost of the telephone which I may acquire from Transatel, at the latter's request;
- [To pay for my Services within the lead-times stated in my invoice](#);
- [To only use the SIM card in a GSM device which is compatible](#) with Transatel's Services ;
- [Not to use the Services for business purposes](#), specifically invoiced or included in the invoicing of services to a third party;
- [To inform Transatel of any change to my personal contact details](#) (Postal, bank, electronic, etc.);
- [To comply with these general terms of sale](#).

Failing this, Transatel reserves the right to immediately suspend the Service, to bill disputed communications at the price of a communication outside a Plan / Package, then to terminate the Subscription Contract with 15 days' notice.

For further information on good practices, refer to the specific price schedule for our various Plans / Packages.

Finally, I represent that I am fully aware of the context of the Plan / Package which I am subscribing to, of the Services and prices offered and I confirm that I wish to subscribe to this Plan / Package by accepting all the clauses set forth in these general terms of sale and, more generally, in the Subscription Contract.