



**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: France, Belgium, the Netherlands and Luxembourg

*We wanted our general terms of sale to be as straightforward and understandable as possible. If however you were to have problems understanding them, do not hesitate to contact our customer service department, the contact details of which are set forth below; our teams will always be very happy to answer your questions.*

**WHO ARE WE?**

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), having its registered office at 55 quai Marcel Dassault, 92210 Saint-Cloud, France.

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 Wibautstraat 129, 1091 GL Amsterdam, with the registration number 34200147 (VAT no. NL 8127 37 957 B01);
- a branch in Luxembourg, located at 38, boulevard Napoléon 1<sup>er</sup>, L-2120 Luxembourg, 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).

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

- the BOUYGUES TELECOM network in France;
- the BASE and MOBISTAR networks in Belgium;
- the TELFORT-KPN network in the Netherlands;
- the TANGO network in Luxembourg.

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	<a href="mailto:service.clients@transatel.com">service.clients@transatel.com</a>
Belgium	+32 (0)2 401 90 10 / +32 (0)2 401 9002	<a href="mailto:support@eurokeitai.com">support@eurokeitai.com</a>
United Kingdom	+44 (0)20 70 98 43 99	<a href="mailto:service.clients@phonethic.be">service.clients@phonethic.be</a>
The Netherlands	+31 (0)20 751 78 28	
Luxembourg	+352 27 00 08 00/ +352 27 00 08 01	

We also inform you that if your invoicing country is Belgium, you may contact the mediation department for telecommunications as a review body, the contact details of which are: *service de médiation pour les télécommunications*, Place des Barricades 1, 1000 Brussels, Belgium.

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 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 incomplete, incorrect or fraudulent, for example, in the event of identity theft, Transatel reserves the right to immediately suspend the Services.



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For my part, I have seven (7) days as from Transatel's receipt of my complete Contract (by fax, post or e-mail) during which to retract, unless I am acting in the context of my business activity, by contacting the customer service department by telephone or e-mail. These are clear days (full day from 0 to 24 hours) and business days (Monday to Saturday; only Sundays and official public holidays are not business days). However, I will not be able to retract if I make my first call before the end of the 7-day period.

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. For orders under a Transatel loyalty program, according to the terms and conditions set forth in said program, my recommitment period will be 15 months. As regards price changes which are accompanied by a specific goodwill gesture (for example, a month's subscription offered), and which are made following my request to the customer service department, these shall lead to recommitment for a determined period of less than twenty-four months, which I shall be advised of beforehand.

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

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#### **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 France, Belgium, the Netherlands and Luxembourg, 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.

#### **QUALITY OF SERVICE**

Transatel's Service depends on services provided by its network operator partners. In this respect, Transatel undertakes to take all steps to provide high-quality Services but it may not be held liable in the event of poor functioning or an interruption of the Services, any delay in billing, or any other disruption originating from the networks belonging to Transatel's operator partners. In addition, the furnishing of the Services may be interrupted in the event of cases of force majeure as defined by the applicable legislation. Nevertheless, in the event of an interruption of the Service owing to a breach by Transatel's operator partner, which gives rise to indemnification from said operator partner, I may also apply to Transatel to receive this indemnification.

Similarly, if the Service is interrupted for more than two (2) days, or if the lead-time for delivery of my SIM card is more than three (3) weeks after the date when Transatel receives the complete Subscription Contract, I am entitled, provided this interruption or this delay is attributable to a breach by Transatel (and not to a breach by the carrier for example), to request from Transatel a refund corresponding to the proportion of the subscription which I paid whilst not having access to the Service, it being stipulated that Transatel's indemnification in the event of the Service being interrupted is a maximum of one (1) month's subscription.

#### **MY SIM CARD**

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.

Transatel offers me a choice of telephones to buy, which are compatible with the Services to which I have subscribed. 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.

#### **MY TELEPHONE NUMBER(S)**

Transatel provides me with one or more telephone numbers together with my subscription to the Plan / Package.

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, refer to the FAQ section of Transatel's website).

#### **MY UNLIMITED PLANS / PACKAGES**



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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, etc.;
- 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, etc.;
- Not to use the unlimited data accesses for streaming, Peer to Peer, Voice over IP, newsgroup (NNTP) type use, if such is likely to disrupt use of the mobile networks for all users.

In the event of failure to comply with these provisions, 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.

### 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 my Invoicing Country is outside France, Belgium, the Netherlands and Luxembourg. 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 a least one paying 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, on the website dedicated to my Plan / Package or by electronic message and/or SMS. This information does not include the roaming tariffs relating to use of the Services outside the countries subscribed for which are, by nature, variable. These tariffs are available upon request from the customer service department. In the event of major changes to the prices of my Plan / Package, I may terminate my subscription under the conditions set forth below.

At any time and without owing any indemnity whatsoever, Transatel may suspend or stop furnishing the Services, in the event of 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.

### 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 (in particular, the "EasyBorder" plan and "EasyPass" package), 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).

#### ➤ 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" (For further information, refer to the FAQ section of Transatel's website).



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### > 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 or Luxembourg

If I ask Transatel to terminate my Contract before the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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

I undertake:

- > [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.