

## 1. DEFINITIONS

**"Application"** refers to the application software provided by POST Telecom to its Customers enabling them to access the Services from their Terminal;  
**"Customer"** refers to any customer who has subscribed to POST Telecom telecommunication services and/or who has purchased a POST Telecom pre-paid SIM card and who uses the Application in order to take advantage of the Service;  
**"Conditions of Use"** refers to these Conditions of Use relating to the MyPOST Telecom Service;  
**"POST Telecom"** refers to POST Telecom SA, a public limited company, registered on the Luxembourg Trade and Companies Register under number B43.290, with its registered office at 1, rue Emile Bian, L-1235 Luxembourg, Grand Duchy of Luxembourg;  
**"MyPOST Telecom Service(s)"** or **"Service(s)"** refers to the service(s) provided by POST Telecom as described in Article 3 below;  
**"Terminal"** refers to any electronic device such as a smartphone, tablet or any other similar current or future device, connected by any means to an internet network, enabling the Application to be used.  
**"User"**: when the billing account includes multiple telecommunication subscriptions, refers to any individual who benefits from one of the subscription, and who uses the Application and MyPOST Telecom Services.

## 2. SCOPE OF APPLICATION, PURPOSE AND AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

- 2.1. These Terms and Conditions of Use apply to the use of the Application and the **MyPOST Telecom Service** provided by POST Telecom. They apply to any access, consultation or use of the Service and Application by the Customer or where relevant, the User.
- 2.2. The Customer shall be deemed to have read these Terms and Conditions of Use and to have accepted them in full and unconditionally when using the Service for the first time.
- 2.3. POST Telecom reserves the right to amend these Terms and Conditions of Use at any time. Any new version of the Terms and Conditions of Use must be accepted by the Customer or where relevant, the User, upon his subsequent connection to the MyPOST Telecom Service.

## 3. DESCRIPTION OF THE MYPOST TELECOM SERVICE AND LIMITATIONS

- 3.1. The MyPOST Telecom Service specifically allows the Customer or where relevant, the User, (subject to technical constraints) to have access via his Terminal to the following functionalities, depending on the services to which he has subscribed and the rights granted, without prejudice to any changes to these features and the addition of new features:
  - Consumption monitoring for POST Telecom products: a Customer with a mobile telecommunication subscription or where relevant, the User can keep track of his mobile telecommunication consumption (voice, data, SMS), regularly updated, depending on technical constraints. The MyPOST Telecom consumption consulting Service is made available to the Customer or the User for his own needs and for information purposes only. The amounts listed are provided for information purposes only and do not constitute the final amounts that will appear on the invoice received by the Customer. POST Telecom cannot be held responsible in the event of any discrepancy between the amounts displayed when the Customer's consults his consumption level via the Application and the final amounts listed on the invoice received.
  - Rights and Delegation: any functionality requires a particular level of right to be accessible. Four levels are available, which are: Super admin, Admin, Power User and Simple user.

The customer who only own a single telecommunication subscription on his/her billing account will be systematically at the Super admin level.

In the case where the billing account has several mobile telecommunication subscriptions, the Customer can access to the Super admin level and grant certain rights or rather restrain the access of concerned User(s) to certain Application functionalities, for any mobile telecommunication subscription. To become a Super admin, the Customer will have to answer identification questions via the Application. If no Super Admin is set on a billing account, the default right granted will be Power User for a non-business Customer. For a business Customer, the default right granted to a User will be Simple User.

The Users' right level is configurable by the Super admin in the profile management screen.

- Invoice access: The Customer, as a Super admin, may elect the means of access to the mobile telecommunication invoice. He/she can thus access the invoice on a digital media. Only the last 6 months invoices are available on digital media. The invoice details are available to the Customer unless he/she waived such right. Only the Super admin and Admin can access the invoices.

-Access to the POST Telecom benefits program: The Service allows the Customer to subscribe to and access the functionalities of the POST Telecom benefits program according to the applicable conditions provided that the Customer has the rights of Super Administrator, Administrator or Power User.

- Management of POST Telecom services options: The Service enables a Customer with a mobile telecommunication subscription to manage his mobile options, namely to subscribe, terminate and monitor the options available via the MyPOST Telecom Service as far as the Customer has the Super admin, Admin or Power User rights. For the business Customers some options can be subscribed with certain credit and/or payment-card in accordance with the information provided on the dedicated page of the Application. The Users who have Simple User rights cannot directly subscribe options. However, they may ask the activation of such options to their Super admin via the Application. The Super admin may accept (or not) the activation of this option.

## 4. USE OF THE APPLICATION

- 4.1. The Service is accessible via an Internet connection. In order to use the Service, the Customer or where relevant, the User must have an Internet connection under his sole responsibility.
- 4.2. The Customer or where relevant, the concerned User takes full responsibility for his use of the Application and the Service. He remains fully responsible for any fraudulent and/or unfair use by himself, or by a third party if he tolerates or facilitates such use. He undertakes to use the Service in accordance with these Terms and Conditions of Use and any laws or regulations in force. He is advised to secure access to his Terminal via any means available.

## 5. PRICES AND COSTS RELATING TO THE USE OF THE SERVICE

Access to the Application and the Service, as well as its use, shall be invoiced according to the price lists currently in force, which may be consulted at [www.post.lu](http://www.post.lu), excluding any Internet connection costs.

## 6. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

- 6.1. The Customer or where relevant, the concerned User is fully responsible for his use of the Service. He undertakes to use the Service at his own risk, as well as the websites, mobile applications and other content to which reference may be made.

6.2. POST Telecom cannot be held responsible in the event of misuse of the Service.

6.3. The Customer or where relevant, the concerned User, in his capacity as a consumer, acknowledges that he will lose his withdrawal rights as soon as the contract has been fully executed by the professional, in the case of contracts for the supply of services and for the supply of digital content not provided on physical media.

## 7. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF POST TELECOM

- 7.1. POST Telecom may have to interrupt its Service, especially for maintenance reasons. These interruptions shall not give rise to any form of compensation.
- 7.2. POST Telecom may only be held responsible for the Service in the event of gross negligence or misrepresentation. Similarly, POST Telecom may not under any circumstances be held responsible for any indirect damage that might be incurred by the Customer or where relevant, the concerned User during his use of the Service and/or resulting from moral, commercial or financial damage, or any action directed against the Customer or the User by a third party; this list is not exhaustive.
- 7.3. POST Telecom may not under any circumstances be held responsible for the reliability of data transmission, access times or possible access restrictions on Internet or other network(s) to which they are connected.
- 7.4. POST Telecom shall be authorised to halt some or all of the Service provision and stop use of the Application at any time and without prior notice.

## 8. CLAIMS

For any question or claim relating to the Services provided, the Customer or the User shall refer to the applicable provisions of the POST Telecom General and Special Terms and Conditions of Sale applicable to the subscribed service.

## 9. INTELLECTUAL PROPERTY

The Application is a software package operated by POST Telecom. Through its use, POST Telecom grants the Customer and the User a free, non-exclusive and non-transferable licence in order to access and use the Service.

POST Telecom is the holder of intellectual property rights (specifically copyright, trademark and patent rights) in respect of the Application and all of its constituent elements, whether visual or audio, including any underlying technology and the content made available. It is prohibited to copy, translate, adapt, arrange, modify or distribute these elements, in whole or in part, in any way whatsoever, without the prior written consent of POST Telecom. Any violation of these intellectual property rights could result in civil and criminal prosecution.

## 10. DATA PROTECTION

Any personal data provided by the Customer or the User via the Application as part of the Service shall be processed by POST Telecom, in its capacity as data controller in accordance with (i) the Charter on the respect of privacy available on <https://www.post.lu/en/particuliers/charte-en-matiere-de-protection-vie-privee>.

## 11. APPLICABLE LAW AND COMPETENT JURISDICTIONS

- 11.1. These Terms and Conditions of Use, as well as any dispute relating to the Service provided via the Application, shall be governed by Luxembourg law, to the exclusion of any conflict-of-law rules.
- 11.2. The parties will endeavour to settle amicably any claim or dispute that may arise between them in relation to this Application and the Service provided, its signature, interpretation, implementation and/or termination. In this context, each Party may, at any time and without prejudice to any other action, have

recourse to the mediation of the "Centre de Médiation Civile et Commerciale" (or "CMCC") in Luxembourg, in accordance with its mediation regulations.

- 11.3. The courts of the City of Luxembourg in the Grand Duchy of Luxembourg shall have exclusive jurisdiction to settle any claim or dispute that could not be settled amicably between the Parties in accordance with the foregoing articles.

## 12. MISCELLANEOUS

- 12.1. No party shall be held responsible for any delay in fulfilling its obligations, or non-fulfilment thereof, resulting from a case of force majeure or any event beyond the scope of its normal due diligence.
- 12.2. Should any of the clauses of these Terms and Conditions of Use become null and void and/or not legally enforceable for the Customer or the User as a result of legal provisions subject to public policy or a mandatory law, the clause in question shall be deemed unwritten. Nevertheless, the other clauses of these Terms and Conditions of Use shall still apply.
- 12.3. Without prejudice to any evidence in writing or kept on another durable medium to which the Customer or the User has access, it shall be agreed that the IT registers kept on the POST Telecom IT systems, its host provider or secure payment partner, constitute proof of communication and of all transactions between the parties. The Parties accept, in particular, that in the event of a dispute, (i) the identification used for the Service is admissible in court and shall be proof of the information and events that they imply and (ii) the connection data relating to actions carried out using the Customer's or User's identification are admissible in courts and shall be proof of the information and events that they imply. Proof to the contrary may be reported.
- 12.4. Should a party fail to exercise, or be late in exercising, a right under these Terms and Conditions of Use or on account of a fault by the other party, this shall not in any way be considered to constitute, or to have the effect of, definitive renunciation by this party of the possibility of subsequently exercising this right or responding to this fault. In the same way, the partial exercise of a right does not prevent a person from exercising the right again at a later date or exercising any other right.

*The present document is a free translation in English language of the French version of the "conditions d'utilisation MyPOST Telecom" for customer information only. In case of any discrepancy or contradiction between the two documents, the provisions of the French version shall prevail.*