

TERMS AND CONDITIONS APPLICABLE TO e-LUX MOBILE PREPAID CARD SERVICES

e-LUX Mobile Telecommunication Services S.A. is a joint-stock company under Luxembourg law with its registered office at 33 rue du Puits Romain L-8070 Bertrange Luxembourg registered under number B 195138. e-LUX Mobile is a Mobile Virtual Network Operator using the radio 2G, 3G, 4G network operators to provide the telecommunication services under the e-LUX Mobile brand under the conditions defined below.

Article 1. Definitions

Unless otherwise stated, the following terms are used as defined below throughout this Contract.

Activation: The first credit load-top up activates the Prepaid Card and enables access to the Prepaid Services under the conditions described with this Agreement.

SIM Card or the Prepaid Card: The Prepaid Card is a prepaid SIM Card with a micro-processor to which is associated a phone number given by e-LUX Mobile, allows access to e-LUX Mobile prepaid services.

Prepaid Account: Account dedicated to the Customer, holder of the SIM Card, on which his credit consumption and reloading appear. The account can be accessed by the Customer in accordance with Article 5 below.

Prepaid Services: Means the telecommunication services provided by e-Lux Mobile as more specifically described in article 3. The Services may not be available in all locations.

Article 2. Purpose-Scope

These Special Conditions are intended to define the conditions of access and use of Prepaid Services.

They must be applied by the Authorised Resellers.

Article 3. Description of the Prepaid Services

The Prepaid Services allows the Customer, holder of a SIM Card, to place and receive calls, send and receive SMS or use any other available services according to the prepaid call credit amount allocated to the Prepaid Account, the period of validity of the Prepaid Card and/or reloads and the rates in effect are described in the price list.

A detailed description of the Services is published and updated constantly on the website www.e-luxmobile.com enabling the Customer to be fully informed of the essential characteristics of the Prepaid Services without any contractual commitment.

Article 4. Access to the Prepaid Services

4.1 Acceptance of the SIM Card Special Conditions

Any purchase of Prepaid Cards requires prior consultation by the Customer of these Special Conditions permanently available the website www.e-luxmobile.com. By purchasing a Prepaid Card, the Customer acknowledges that he has read these Special Conditions and accepted them. The act of buying the SIM Card indicates acceptance of the Agreement by the Customer and shall not require the signing of a written document.

4.2 Compatible mobile devices

To use Prepaid Services, the Customer must have a mobile device put on the market in accordance with the law in effect. The choice of the concerned device belongs to the Customer. e-LUX Mobile cannot be held liable for any particular malfunction, failure, damage related to the use of the device provided by a third party.

4.3 Purchase of SIM Card

To benefit from the Prepaid Services, the Customer must buy a SIM Card from an authorised retailer.

The price of the Prepaid Card is due immediately upon purchase.

The payment to the stores and Authorized Resellers can be done by any means.

4.4 SIM Card Activation

4.4.1 Activating the prepaid Mobile Service is subject to Customer identification in line with the e-LUX Mobile identification procedure in force on that date. The identification rules to which the Customer must conform, can be consulted at any time on the website www.e-luxmobile.com. New subscriptions to the prepaid Mobile Service will be activated within two (2) days as from the full completion of the Customer identification procedure as validated by e-LUX Mobile.

4.4.2 The activation of the SIM Card must be done within a period not exceeding one year of purchase. Otherwise this Agreement is automatically terminated.

Article 5. Credit – Top up

There is no initial credit assigned to the SIM card, the customer has to load credit (top up) to activate and use his SIM Card.

In case of reload, the reloaded credit is added to the credit balance of the SIM Card.

The Customer can check his consumer credit at any time and for free by entering the USSD code which can be found on the web site: www.e-luxmobile.com

Article 6. Price

The Prices are indicated on the Price List delivered to the Customer is permanently available on the web site: www.e-luxmobile.com

If customer doesn't buy any package, the rates applied will be the flat rates seen at the web site. If customer buys any package and uses all the minutes/data in it or the package expires, customer will continue using e-LUX service at flat rates as long as he has credit in his general cash.

Article 7. Duration of the Contract

This Contract is valid for a fixed term. It takes effect on the date of Activation of the Prepaid Card which is explained in detail at Article 9.

Article 8. Validity Period of the SIM Card

During the validity period of the Prepaid Card, the Customer benefits from all the features offered by Prepaid Services as defined in the article 1. SIM Card has a limited validity period starting with its Activation. This period is specified on the web site www.e-luxmobile.com and on all the commercial documents of e-LUX Mobile delivered to the Customer.

The customer can reload credit to his SIM Card by purchasing the scratch card available at all Authorized Retailers.

The payment for the reload-scratch card is done according to the applicable rules as prescribed for the Prepaid Card (see Article 4.3).

After the payment, the Customer receives USSD code information so that the reloading is successful.

A reloading has a limited period of validity starting on its Activation, specified on the web site www.e-luxmobile.com and on all the commercial documents of e-LUX Mobile delivered to the Customer.

The length of the longest validity of the Prepaid Card or reload(s) is taken into account for entire remaining call credit call. After the realization of the reload the Customer receives USSD code information telling him that the reload is successful.

Article 9. Validity Period and Termination of the Contract

With loading credit to the SIM card, customer may place and receive calls, send and receive SMS or use any other available services for 90 days (90 day active period). Within this period if he does not load credit to his/her card again, the 90 day semi-active period will start – even if the customer has cash left at the end of the period. Within this 90 day semi-active period, even if the customer has credit in his card, he cannot place calls or send SMS, but can receive calls and messages. He can also call emergency numbers. If he does not load credit to the card until the end of this 90 day semi-active period, the telephone number is no longer assigned to the Customer and the contract is terminated. The remaining credits are lost.

e-LUX Mobile is entitled to terminate the Contract if the customer has any failure to complete the identification procedure required under Article 4.4.1 Such termination automatically and fully entails the deactivation of the SIM relating to the Contract.

Article 10. Fair Use Policy

The Customer acknowledges that he/she has been made aware in advance of the fact that e-LUX Mobile applies fair use policy rules drawn up and/or updated by the competent authorities (including the European Commission by virtue of Regulation (EU) 531/2012 on roaming on public mobile communications networks within the Union, as amended) for use of the Mobile Service while roaming and will bill communications that exceed these rules up to the maximum limit authorised by these rules.

Article 11. Traffic Management

11.1. The minimum, announced, maximum and normally available internet access speeds (or Data traffic transmission speeds) depend on the package chosen by the Customer as part of the Contract. However, actual internet access speed essentially depends on several factors, including the overall traffic generated on the mobile network, the device used by the Customer, or the territorial coverage of the network and therefore cannot be guaranteed in all circumstances. The level of quality of the service applicable to traffic transmission constitutes an obligation of best endeavours on the part of e-LUX Mobile, without prejudice to measures that e-LUX Mobile is authorised to take by virtue of Article 11.2 (ii) to (iv) below.

11.2. e-LUX Mobile is authorised to take reasonable measures to manage the traffic of voice calls and data (including throttling or blocking and/or any other reasonable means according to the circumstances) provided that these are transparent, non-discriminatory, proportionate and necessary:

- (i) to offer objectively different technical service levels for specific categories of traffic;
- (ii) to implement a legislative or regulatory provision, court ruling or administrative decision;
- (iii) to preserve the integrity and/or safety of the Infrastructure, of services provided via this Infrastructure and of Customer terminals; or
- (iv) to reduce as much as possible the effects of temporary or exceptional congestion of the Infrastructure provided that equivalent traffic types are treated identically.

For the sake of clarity, throttling induces a decrease of Internet speed, that may lead to extended downloading or uploading time whereas blocking leads to a disruption of all or part of the related Service of the same duration.

Article 12. Governing Law & Jurisdiction

This Agreement is governed by laws of Luxembourg. Any dispute regarding the conclusion, performance or interpretation of this Agreement will be submitted to the Courts of Luxembourg.

Article 13. Customer Service

In case of complaint, the Customer may contact the Customer service of e-LUX Mobile which's details are given below:

e-LUX Mobile Telecommunication Services S.A.
Customer Services
+352 681 528 368
info@e-luxmobile.com
www.e-luxmobile.com