

SPECIAL CONDITIONS FOR E-LUX MOBILE SERVICES

These Special Conditions for Services document is a supplementary to the “Terms and Conditions Applicable to E-Lux Mobile Prepaid Card Service”. The service is based on without subscription model and In the event of a conflict between the Special Conditions for these Services and the Terms and Conditions, the special conditions prevail.

1. TELEPHONE NUMBER and PORTABILITY

A telephone number is allocated by subscription. The Customer cannot claim any right to obtain or keep a specific telephone number. In the event of an agreement providing for the Customer's choice of his number, the granting of this number remains subject to his availability. At the Customer's request, the telephone number may be modified, subject to its availability and any technical constraints.

The portability of the assigned number is introduced and operated according to the conditions set by the decisions of the Regulator. This portability is effective when and insofar as the technical and administrative solutions allow its implementation.

2. CUSTOMER OBLIGATIONS

2.1 Ownership of the SIM card and Security Incidents

Any Contract mentions the number of the SIM card. Each SIM card is associated with a PIN code (personal identification number) and a PUK code (personal unlocking key). These codes are assigned by E-Lux Mobile and communicated to the Customer after subscribing to the E-Lux Mobile Service. The SIM Card given to the Customer remains the unseizable, inalienable and non-transferable property of E-Lux Mobile, which reserves the right to replace it, at any time, for any reason whatsoever, according to terms and conditions which will then be specified to the Customer.

The Customer undertakes not to transfer, resell, rent, destroy or degrade it in any way whatsoever. The Customer prohibits any attempt to copy the technical identification data contained in his SIM card and, in general, any abusive or fraudulent use and he is required to take all the necessary precautions to avoid abusive or malicious use. of their SIM card. Any attempt to counterfeit the technical identification data inserted in the SIM card is prohibited and will be sanctioned. The Customer undertakes to use the SIM Card in accordance with the telecommunications provisions. The Customer is prohibited from using the SIM Cards with a radio connection box or with any other technical solution aimed at modifying the routing of the Service and/or optional services. The Customer is prohibited from using GSM gateways of the LoBox or SIM-Box type or any other similar installations. Failing this, E-Lux Mobile may, without prior warning or formal notice, or compensation payable by them, suspend or interrupt all or part of the Services linked to all or part of the SIM cards issued to the Customer. More specifically, E-Lux Mobile may, without prior warning or formal notice, or compensation payable by them, suspend or interrupt all or part of its Services in the event that one or more of the SIM cards are used in a way that does not allow the identification or geographical location of the caller in the event of an emergency call, or which causes the overload of the E-Lux Mobile network.

2.2 Loss or theft of SIM card:

The Customer who transfers, loses, copies, lends, damages or has his SIM card stolen or communicates his PIN and/or PUK codes remains responsible for the payment of sums due to E-Lux Mobile. General until the moment he informs E-Lux Mobile of the loss or theft by calling Customer Service, in which case call center will suspended the SIM card but customer liable for the usage. After this time remaining balance can be transferred to the customer new SIM card if he request. If not no refund will be performed. Suspension, SIM card replacement and reactivation costs may be charged to the Customer if applicable.

2.3 Customer Responsibility

The Customer is informed of the possible risks in the use of a terminal, more particularly of the dangers that may result from the use of the terminal while driving a vehicle. E-Lux Mobile cannot be held responsible for damage resulting from an accident caused by the use of the terminal while driving a vehicle. The Customer is informed of any disturbances that the terminal may induce on certain sensitive equipment such as medical devices, aircraft, and others. It is therefore imperative that the instructions given by the persons responsible for such equipment are strictly observed. E-Lux Mobile cannot be held responsible for any damage resulting from non-compliance with such instructions. The Customer is responsible for any damage generally whatsoever caused to E-Lux Mobile, or to one of its

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agents or service providers or to third parties following the use of the SIM card, by any person, on any device.

2.4 Misusage

Any usage as described below can be prohibited:

- Any use of service for purposes other than personal
- Resale of the service
- Against payment, telephone service as a gateway for rerouting communications
- Transmission of broadcast content, recorded material
- automated continuous dialing of numbers (including SMS spamming etc)
- The fraudulent and abusive use of the Services, such as in particular the voluntary or involuntary congestion of the messaging servers, the sending of attractive messages necessarily generating a large number of responses (of the teasing or trolling type), which may disrupt the availability of the said servers or network, etc

In such cases E-Lux Mobile may automatically terminate the Service. In this case and if the service is terminated at the fault of the Customer, no refund will be done.

3. E-Lux MOBILE OBLIGATIONS

E-Lux MOBILE will implement the means necessary for the proper functioning of the E-Lux Mobile Service and the network. It alone determines the technical means necessary to provide access to the Service under the best conditions, in accordance with the terms of the license granted to E-Lux Mobile. Mobile telephony is a form of wireless communication and works by propagating radio signals. Since these signals can be disturbed by an external source or by obstacles inherent in buildings, vegetation or terrain, perfect transmission cannot be guaranteed everywhere and at all times.

The quality of the E-Lux Mobile network also depends on the quality of the terminal used by the Customer. ELux Mobile cannot be held responsible if the SIM card does not work in an unapproved terminal. E-Lux Mobile is not liable for damages resulting from the content of communications and messages. It cannot be held responsible for the services, when these are offered by third parties. E-Lux Mobile cannot be held liable for damages resulting from the activation/deactivation by the Customer of certain services/options, such as the deactivation of the PIN code. E-Lux Mobile declines all responsibility for any damage whatsoever resulting from the Customer's choice to deactivate the PIN check.

E-Lux Mobile cannot be held liable in the event of use the service, loss or theft of the access code(s) to the service, more generally use of service by an unauthorized person.

4. INTERNET

The Customer acknowledges and accepts the risks related to the specificities of Mobile Internet and networks, the risks of possible transfers to any country and the fact that information relating to personal data concerning him may be captured and/or transferred , in particular in countries that do not provide an adequate level of protection for personal data.

E-Lux Mobile is not responsible for any harmful consequences due to the access.

E-Lux Mobile cannot be held responsible for the use of data and information that the Customer may have entered on the mobile internet. E-Lux Mobile has no control over the content or characteristics pf the data transmitted or received by the Customer.

E-Lux-Mobile cannot be held responsible for changes to the content provided to it by publishers, broadcasters, imposed by legislative and regulative provisions.