

Basic Contractual Clauses

Thank you for choosing the Orange Romania services. To complete the information above, the present contract (the "Agreement") details the general terms and conditions applicable to the Service provision, under the "General Terms and Conditions" ("GTC") Section forming an integral part of the Agreement. Therefore, before executing the Agreement, please request a copy of GTC and a copy of the Tariffs and Services Guide.

1. Object of the Agreement

The Agreement covers the Services from the Orange Package acquired by the Customer and referred to in Part I of the Agreement, as well as any other Services. The acquisition of the handset included in the Orange Package is not covered hereunder.

2. Structure of the Agreement

This Agreement is comprised of the following parts:

Part I - "Part I of the Agreement" - comprises information about the Customer and the description of the Orange package

Part II - "Basic Contractual Clauses" ("BCC")

Part III - "General Terms and Conditions" ("GTC"),

Part IV - "Tariffs and Services Guide"

The commercial offer, forming an integral part of the Contract is described in Part I of the Contract, being completed with the provisions in the Tariffs and Services Guide, available in Orange shops and on www.orange.ro.

3. Duration of the Agreement

The Agreement enters into force on the date of its signature by the parties and is concluded for the minimum contractual period set out with the Customer and indicated in Part I of the Agreement. The minimum contractual periods begins on the first invoicing Date, subsequent to the Activation.

Unless either party gives the other 30-day prior notice of termination, the Agreement, on the date of expiration of the minimum contractual period or on the date of expiration of the extension period of the Agreement, is extended implicitly on determined successive periods equal with the minimum contractual period, in accordance with Article 1.2 in Section 1 of the GTC.

4. Activation

Orange Romania is entitled to request the Customer to provide the original documents serving as proof of its identity, address and financial status or the lodge by the Customer of a Security Deposit, in accordance with the conditions of Article 1.4 of Section 1 of GTC. The activation will take place in maximum 4 (four) calendar days: (i) as of the date the parties have signed the Agreement, if Orange Romania doesn't request documents or the constitution of a security deposit; (ii) as of the date the Customer provided Orange Romania the requested documents containing information attesting the Customer's identity, address and an appropriate financial status; (iii) as of the date the Customer constitutes the security deposit. If activation cannot take place within the above mentioned period of time (i) due to non-provision of documents containing information attesting the Customer's identity, address and an appropriate financial status; (ii) non-constitution of the security deposit or; (iii) due to the identification of a fraud case, Orange Romania has the right to consider the Agreement as ceased with immediate effects, without court intervention and any other formality, the Customer having no right to compensation. In case of failure to fulfil the term of 4 (four) calendar days, the Customer may request compensation within 30 days from the date the Agreement was signed. The compensation will be calculated as proportion between the subscription value and the period in which the services were not provided and will be granted through discount on the invoice of the following month.

5. Invoicing and payment dates

Orange Romania shall issue a monthly invoice comprising: (i) the counter value of the services provided to the customer, thus: the value of the subscription for the invoicing period subsequent to the date of invoicing corresponding to the invoice, the counter value of the services provided outside the subscription by Orange Romania during the invoicing period prior to the invoicing date, where appropriate (ii) the counter value of third party services provided by Orange Romania, where appropriate, (iii) administrative rates, where appropriate. The invoice includes the VAT available on the date of its issuance. Payment shall be performed within 14 calendar days of issuance of the invoice. Failure to pay on the above mentioned term may lead to the application of delay penalties to the Customer, of 0.5% per day of delay, computed on the total value of the invoice until the date of the full payment of the amounts due to Orange Romania, the suspension and/or restriction of the Customer's access to the services and/or termination of the Agreement by Orange Romania, in accordance with Article 1.9 of the GTC. Orange Romania may ask the Customer to set up a Security Deposit in accordance with Article 4 of Section 1 of GTC and may set a Call Quota in accordance with Article 5 of Section 1 of GTC. The parties agree that the delivery of the invoice to the Customer shall be done by posting it in electronic format in the Application "My Account", in accordance with Article 1.9 of Section 1 of GTC. The invoice may be sent by mail only upon the express request of the Customer.

6. Orange Romania's liability for service provision

Orange Romania makes all the reasonable efforts to ensure the best quality of the provided Services and is liable for the provision of Services in accordance with the Agreement and for the compliance of the Services

with the Romanian legislation.

Orange Romania shall have no liability for: (i) network failure or faulty operation of the Network for reasons beyond Orange Romania's control; (ii) the faulty operation of the Network in areas where the Network is under development or where Orange Romania conducts Network re-engineering works; (iii) any damages arising from the improper use of the handsets and equipment; (iv) any damages arising from the improper use of the handsets and equipment which at the time of being acquired by the Customer were not traded by Orange Romania; (v) any damages arising from the improper use of the Services by the Customer; (vi) indirect of future damages, whatever the situation; (vii) third party services accessible to the Customer through the Services provided by Orange Romania; (viii) the quality of third party services, including, but without being limited to, the Roaming partners and any other third parties involved in providing Roaming services.

7. Suspension and modification of the Agreement

The suspension of the service provision is done in accordance with Article 1.11 of Section 1 of GTC in the following situations: (i) the Customer failed to make full payment of the invoice by the due date; (ii) the Customer breached other contractual obligations and/or the terms of using the Orange Romania Services; (iii) in case of Customer fraud; (iv) in case the Customer exceeds its Call Quota; (v) in any other case where the Customer's acts or omissions may pose a risk for Orange Romania; (vi) in case Orange Romania suspends the Customer's access to the Services on the basis of a different contract concluded by Orange Romania with the Customer; (vii) in any other situation expressly laid down herein or prescribed by the law. Orange Romania preserves to right to modify any of the provisions mentioned in the terms and conditions of the Agreement, notifying the Customer with regard to the proposed modifications at least 30 calendar days before the respective modifications enter into force. The Customer may unilaterally terminate the Agreement within the above term if it does not accept the proposed modifications, without any liability to pay compensation to Orange Romania; otherwise, the Customer will be deemed to have accepted the proposed modifications.

8. Termination of the Agreement

The Agreement is terminable as below:

- upon the parties' agreement;
- by termination, in accordance with Article 1.16 of GTC;
- by unilateral termination, requested by the Customer with at least 30 calendar days prior notice, and with the payment of rightful compensations equal to the value of the subscription multiplied by the number of months remaining until the expiration of the minimum contractual period, in accordance with Article 1.17 of GTC. Failure to comply with the notice term leads to the request to terminate the agreement being considered as non-compliant;
- on the date of notice, without the court of law intervention and without other formalities, in case the Customer as legal person ceases its operation, becomes insolvent, becomes subject to a liquidation procedure or in case of Customer's death, where the Customer is a natural person;
- in any other cases laid down in the Agreement or in the applicable legislation.

Termination hereof shall not release the parties from liability to discharge the obligations arising from the Agreement up to the date of termination or as a result of termination.

9. Litigations

The litigations arising from or related to the present Agreement shall be solved amicably through the Customer Service. The Customer may also submit a complaint to the relevant authorities or to the court of law in Bucharest. The applicable law of the Agreement is the Romanian law.

10. Other clauses

The Customer agrees to activate and use the Application "My Account" on www.orange.ro for the receipt of the Orange Romania invoice, for its online payment by card, for requesting package change, activation or deactivation of options and services, as well as for any other operations for the administration of the Orange Customer Account. The access to this service is free of charge and may be done through a username and a password known only by the account holder. The Customer is fully liable for password use and security. For a unitary approach, both legal and commercial, of all the standard agreements signed by the same Customer, the Customer agrees that, if there are contradictions between the provisions herein and the provisions of the standard agreement signed previously, the present agreement should prevail.

I have read and I agree with the Agreement, the present document and with the "General Terms and Conditions" as well as with the processing of my personal data, including the personal data serving for the identification, in accordance with Article 1.15 of GTC and I have no other modifications apart from the modifications already included herein.

Prior to the conclusion of the Agreement, I have been informed on the chosen tariff plan, including its counter value during the entire initial contractual period, about the applicable tariffs, the minimum duration of the agreement, the conditions of its termination and the conditions for obtaining and using the services, in accordance with Article 7 paragraph (3) of ANCOM Decision no. 77/2009.

ORANGE ROMANIA,

CUSTOMER,