

general terms and conditions for the use of PrePay services



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Section 1

Provisions applicable to all PrePay services

1.1 Definitions

Capitalised terms shall have the meanings given below.

Setup: the date when the Customer gains access to contracted Services.

Bonus: amount given by Orange Romania to the Customer according to a commercial offer, based on the PrePay Credit purchased by the Customer or on PrePay services used. This amount is added to PrePay Credit.

SIM Card: the physical support which, once inserted into a terminal/ piece of equipment authorised for use in Romania, gives the PrePay Customer access to PrePay Services after Setup and identifies the PrePay Customer in the Orange Network.

Initial PrePay Credit: PrePay credit obtained by the Customer as a result of setting up the SIM Card. PrePay Credit: the maximum value of PrePay Services the Customer may benefit from according to the selected Charge Plan and which includes, without limitation, initial PrePay credit and any other PrePay Credit obtained as a result of topping up or through other methods indicated by Orange Romania.

PrePay Customer: the owner of the SIM Card.

PrePay Account: includes the PrePay Customer's identification information and information identifying the SIM Card he or she uses, the amount of PrePay Credit available and used by the Customer and the active and grace periods of their PrePay Credit.

Personal Data: any information relating to a private individual's identity, as defined in data protection laws regarding the processing of personal data and the free circulation of such data.

PrePay Customer Fraud: any action or inaction of the Customer (i) which constitutes an infringement or an attempt to infringe their contractual or legal obligations, with the intention of causing damage of any kind to Orange Romania or to a third party in order to obtain illicit gains for their own or others' benefit or (ii) which results in such damage or such gains.

Informational Materials: printed materials which provide information on PrePay Services, published by Orange and updated at certain time intervals, distributed together with the PrePay SIM Card.

Orange Romania: The Romanian company Orange România S.A., with its registered office in Bucharest, bd. Lascăr Catargiu, no. 51-53-1, sector 1, Bucharest, Romania, Trade Registry No. J40/10178/1996, Unique Company Registration Code 9010105, VAT No. RO9010105, personal data processors' registry number: 1014, with subscribed and paid-up share capital of 93,596,732.50 lei, bank account number RO52INGB0001000115118912 at ING Bank.

Password: character string assigned to each Customer for the purpose of protecting information pertaining to the Customer and for the Customer's secure use of Services provided by Orange Romania.

Charge Plan: options for setting Charges for PrePay Services and PrePay inclusive Services described in the commercial offer.

Initial Credit Active Period: describes the validity of initial PrePay Credit, a term during which the PrePay Customer benefits from PrePay Services and which begins when the SIM Card is set up.

Active Period: the period during which the PrePay Customer benefits from PrePay Services and which consists of the initial PrePay Credit's active period and/or the validity of PrePay Credit obtained as a result of Topping Up or through any other method indicated by Orange Romania; it ends once PrePay Credit has been used up or at a time set by Orange Romania in its commercial offers.

Grace Period: the period beginning on the day following the end of the Active Period and ending according to the specifications in the Orange commercial offer, and during which the Customer may receive calls and call certain free numbers.

Topping Up: replenishing (recharging) PrePay Credit by any of the methods communicated by Orange in its commercial offer which entail the advance payment of an amount which shall set the limits to which the Customer may benefit from PrePay Services according to the Charge Plan they select.

Orange Romania Network: the electronic communication network owned by Orange Romania through which Orange Romania Services are provided.

Third-Party Services: services provided by third parties in connection with this Service Agreement, which the Customer may use at their discretion and for which Orange Romania acts an intermediary.

PrePay Services: Voice Services and Mobile Data Transmission Services provided by Orange Romania, from which the Customer benefits, by paying the PrePay Charge, for the whole duration of the Active Period and partially during the Grace Period.

PrePay Inclusive Services: services set up automatically together with the PrePay Services and provided in order to increase the Customer's comfort and satisfaction with PrePay Services.

Additional PrePay Services: services offered by Orange Romania in addition to PrePay Services set up automatically or at the Customer's request, whose use may incur additional charges.

Roaming Service: the Additional PrePay Service which enables the PrePay Customer to benefit from PrePay Services while using another network, only under the terms of a commercial contract between Orange Romania and the operator of that network, when the PrePay Customer is not in the Orange Romania Network's coverage area.

Charge: the amount of money required by Orange Romania from the Customer in exchange for providing a service.

Administrative Charges: charges applied by Orange Romania for providing services other than electronic communication services (eg SIM change charge, charges for switching charge plans etc.), all of which can be found on www.orange.ro.

1.2. SIM Card

The SIM Card purchased in order to gain access to PrePay Services and all data entered by the Customer onto and stored on the SIM Card are the Customer's property. SIM Card technical identification data are the property of Orange Romania and any attempt to copy such data from the SIM Card by the Customer is prohibited and shall have legal consequences.

At any time during the period of PrePay Service provision, Orange Romania may request the return of the SIM Card for security reasons or in order to improve PrePay Services, in which case the card shall be replaced.

If the Customer requires a replacement SIM Card due to manufacturing defects, the card shall be replaced free of charge. The replacement of SIM Cards for any other reason may incur an Administrative Charge.

Orange Romania is in no way responsible for the use of PrePay Credit in the case of theft or loss of the SIM Card.

1.3. Setup of PrePay Services

Purchase of a SIM Card entitles the Customer to request PrePay Service setup and obliges Orange Romania to give the Customer access to PrePay Services under the terms described below.

Setup of PrePay Services takes place once the SIM Card has been inserted into the mobile, at the time when the first call is made or the first text message is sent.

Each SIM Card shall be assigned a telephone number which shall be communicated to the Customer at Setup.

The telephone number assigned to the Customer may be changed by Orange Romania when this is required by the competent authorities and/or for technical reasons, with at least 30 (thirty) calendar days' notice to be given before said change is made, except where provided otherwise in current legislation. Changing the telephone number in such situations shall not be deemed Orange Romania's responsibility.

The Customer may benefit from Bonuses assigned by Orange Romania according to its commercial offer. In addition, beginning on the date of

Setup, the Customer may benefit from Inclusive PrePay Services and/or from Additional PrePay Services, according to the commercial offer. The Customer's Charge Plan may be changed by Orange Romania without prior notice, in cases of fraud or attempted fraud by the Customer.

1.4. Payment for PrePay Credit

Any amount paid into the Customer's account in exchange for PrePay Credit shall not be reimbursed by Orange Romania.

1.5. Active Period

The Initial Credit Active Period is reckoned from the date of the first call and until either of the following times:

- (i) the date when Initial PrePay Credit corresponding to PrePay Charges paid by the Customer to Orange Romania has been used up, or
- (ii) the date set by Orange Romania in its commercial offer. In the event of Topping Up or receipt of Bonuses, the PrePay Customer shall be granted a new Active Period with a maximum term set according to Orange Romania's commercial offer. If, at the time of Topping Up or receipt of Bonuses an unused Active Period remains, it shall be added to the new Active Period, but the resulting total period shall not exceed a total amount set in Orange Romania's commercial offer.

The Active Period shall end in either of the following events:

- (i) at the date when credit has been used up according to the PrePay Charge paid or corresponding to the Bonus received
- (ii) at the date set by Orange Romania in its commercial offer.

1.6. Grace Period

The Customer may carry out a top-up operation or may receive a Bonus at any time during the Active Period and during the Grace Period, thus benefitting from a new Active Period.

Upon expiry of the Grace Period, the Customer's access to PrePay Services shall be completely restricted, the Customer shall lose their telephone number and PrePay Credit indefinitely and the SIM Card shall be rendered unusable.

1.7. Responsibilities of the parties pertaining to PrePay Services

1.7.1. Orange Romania's responsibilities

- 1) Orange Romania shall make all reasonable efforts to provide optimal quality PrePay Services.
- 2) Orange Romania shall not be held liable for a PrePay Customer's or any other entity's infringement of regulations applying to the use of PrePay Services, their purpose or the content transmitted, stored, exposed or which is in any way the object of an operation carried out with the aid or through the use of such Services.
- 3) The quality of PrePay Services may be affected by factors outside of Orange Romania's control. Orange Romania cannot be responsible for loss or damage, of any kind, caused to a PrePay Customer through loss of access to PrePay Services or through the supply of PrePay Services of unsatisfactory quality for reasons outside of Orange Romania's control (for example: actions of a third party, use of technically unsatisfactory equipment etc.).
- 4) Orange Romania is responsible exclusively for its own Services and, as a result, is not responsible for services provided by third parties which make use, in any way, of its Services. To avoid any misunderstanding, Orange Romania is not responsible for damages of any kind suffered by the PrePay Customer in relation to Third-Party Services.
- 5) Orange Romania cannot be responsible for the actions of third parties which make use of Services in the absence of an agreement between Orange Romania and this third party.
- 6) Orange Romania shall make information available to PrePay Customers in relation to PrePay Services and the manner of their use by means of brochures and other documents which may be requested from Orange Romania and its agents and through the www.orange.ro website, Customer Services and IVR Orange. Information referred to in this article shall be valid as from the date it is made public, except when another date is expressly mentioned.
- 7) Orange Romania guarantees the following quality parameters for its Services:
 - rate of GSM voice calls cut off during calls over the course of one month of < 2%

- percentage of the country's surface area covered by the GSM voice service by means of commercial traffic cells (outdoor coverage) of > 80%.

In the event that these parameters are not complied with, Orange shall provide compensation amounting to the value of the service provided.

Should a Customer not be satisfied by the compensation awarded by Orange Romania, they may approach a competent court of law in order to recover damages.

1.7.2. Customer Responsibilities

- 1) For certain services, Orange Romania shall enable PrePay Customers to protect their Personal Data by means of a Password, and PrePay Customers are solely responsible for their own actions or inactions which result in third-party access to their Customer Passwords.
- 2) PrePay Customers are solely responsible for their own actions or inactions which result in the infringement of any regulation relating to the terms and conditions for access and/or use of Services, including with regard to services which according to current regulations are not available to all categories of consumers.
- 3) The PrePay Customer is obliged to use PrePay Services in accordance with current applicable legislation, the provisions of Terms and Conditions for the use of PrePay Services and the instructions for use provided by Orange Romania. The Customer is obliged to refrain from any action and to avoid any inaction which may result in damage to the image, name, brands or any other right of Orange Romania.
- 4) The PrePay Customer is solely responsible for any infringement of regulations applying to the use of PrePay Services, their purpose or the content transmitted, stored, exposed or which is in any way the object of an operation carried out with the aid or through the use of such Services.
- 5) The PrePay Customer carries full responsibility for the use of the SIM Card, regardless of the card's end user and regardless of the type of mobile device used with the SIM Card.

1.8. Limited responsibility

Orange Romania shall make all reasonable efforts to ensure optimal quality of the PrePay Services provided and is responsible for providing PrePay Services according to the GTC and for the compliance of PrePay Services with Romanian law.

Orange Romania is not responsible for the following:

- Network failure or unsatisfactory Network operation for reasons outside of Orange's control;
- unsatisfactory Network operation in areas where it is being developed or when Orange Romania is carrying out Network improvement activities;
- damage of any kind resulting from the use of mobile devices or other equipment which technically does not enable access to PrePay Services or due to the absence of mobile devices or other equipment required for accessing PrePay Services;
- damage of any kind caused by the improper use of devices and equipment;
- damage of any kind caused by the improper use of PrePay Services by the PrePay Customer;
- damage of any kind caused by the use of equipment and devices which at the time of purchase by the PrePay Customer were not declared by Orange Romania as being its property;
- indirect or future damage, regardless of the situation;
- Third-Party Services available to the PrePay Customer through Orange Romania;
- the quality of services from other electronic communication service providers available to the PrePay Customer through the PrePay Services provided by Orange Romania including, without limitation, Roaming partners and any other third parties involved in providing Roaming Services.

1.9. Charges for Additional PrePay Services and Third-Party Services

1) The Charges applied by Orange Romania for providing Additional PrePay Services requested by the PrePay Customer and the method of calculation are described in the commercial offers issued by Orange Romania, which form an integral part of the Terms and Conditions for the use of PrePay Services.

2) Third-Party Service Charges are indicated in the materials supplied by third parties.

1.10. Personal Data

The provisions below apply exclusively to situations where Personal Data are provided to Orange Romania by the PrePay Customer during the use of PrePay Services.

1) By using PrePay Services, the PrePay Customer agrees for their Personal Data, including identification data (personal identification code, identification document serial number), provided to Orange Romania to be processed by Orange Romania for purposes linked to the provision of electronic communication services, as part of the relationship between Orange Romania and the competent authorities and/or other mobile or fixed telephony operators for the purpose of achieving a legitimate interest of Orange Romania, for the creation of databases and for them to be used to provide electronic communication services. By using PrePay Services, the PrePay Customer agrees to benefit from activities aimed at promoting services/facilities offered by and/or through Orange Romania via direct marketing.

2) The PrePay Customer expresses their agreement to the transfer and/or processing abroad of their Personal Data, in accordance with current laws, for the same purpose of providing electronic communication services.

3) By using PrePay services, the PrePay Customer agrees that Orange Romania may record telephone calls with Orange Romania representatives for the purpose of identifying customer needs and improving services provided by Orange Romania. The Customer shall be informed in this regard at the time they request a call with an Orange Romania Customer Services operator and may reject the call.

4) At the same time, the PrePay Customer agrees for their traffic data (duration, destination, cost of calls and dates when they were made) to be processed by Orange Romania for purposes related to the provision of electronic communication services, for the full period of use of PrePay Services. A refusal by the Customer to agree to the processing of such data by Orange Romania shall effectively preclude the provision of electronic communication services.

5) Orange Romania informs the Customer that they shall enjoy the rights conferred by arts. 12-15 of Law 677/2001 regarding the processing of Personal Data and the free circulation of such data.

1.11. PrePay Service complaints

1) The Customer may address a written complaint, within 30 calendar days of the occurrence of the event which is the subject of the complaint, indicating the amount of PrePay Credit and/or the PrePay Services in question and the address to which Orange Romania shall send the Customer their reply to the complaint.

Orange Romania shall send the Customer their reply and supporting arguments to the complaint within 60 calendar days of receipt of the said complaint.

2) If the complaint is found valid, Orange Romania shall take corrective action and/or shall reimburse, whichever applies, the amount of damage suffered by the Customer, into his or her PrePay account (for example: credit, bonuses, text messages, validity period etc.).

1.12. Fraud

Orange Romania has the right to withdraw credit and/or to suspend for an unlimited period and/or to terminate the provision of PrePay Services to the PrePay Customer when the Customer's PrePay Credit has been obtained by defrauding another Customer who has signed a Service Agreement.

Orange Romania has the right to suspend the provision of PrePay Services in the case of Customers who carry out actions which negatively affect the interests of other Orange customers and against whom Orange receives complaints. The suspension shall apply for the entire duration of the investigation. In the event that such complaints against said

Customers prove to be founded, Orange has the right to terminate the provision of PrePay Services to said Customers.

1.13. Suspension and/or restriction of PrePay Services

Orange Romania may suspend or limit the PrePay Customer's access to Services immediately, without prior notice or other formalities and without the right to compensation, in the following situations:

- (i) the Customer has not abided by their obligations specified in the Terms and Conditions for the use of PrePay Services;
- (ii) in the event of Fraud committed by the PrePay Customer;
- (iii) in any other case where the PrePay Customer's action or inaction may expose Orange Romania to risks;
- (iv) in cases where the Customer's PrePay Credit has been obtained by defrauding another customer and/or PrePay Customer who has signed a Service Agreement;
- (v) in any other cases expressly provided for in the Terms and Conditions for the use of PrePay Services or by law.

1.14. Cancellation of PrePay Services

PrePay Service provision may end, at the initiative of Orange Romania, without delay, without prior notice, with no intervention by a court of law and with no further formalities on the date decided by Orange Romania in the following situations:

- (i) in the event of Customer Fraud;
- (ii) if the Customer undertakes onerous third-party traffic redirection activities;
- (iii) when the Customer, through their action or inaction, damages the image, name, brand or any other of Orange Romania's rights;
- (iv) if the PrePay Service contracted is rented and/or sold to third parties;
- (v) in other cases provided for in the Terms and Conditions for the use of PrePay Services. In all these cases, the PrePay Customer shall owe Orange Romania damages equal to the costs arising from the damage incurred;
- (vi) in the event that PrePay Service provision becomes technically impossible due to restrictions or modifications imposed by the competent authorities, due to changes in Orange Romania's rights as set forth in its certification as a provider of networks and electronic communication services or in its licence to use radio frequencies.

1.15. Changes

Orange Romania reserves the right to change the Terms and Conditions for the use of PrePay Services, including conditions pertaining to its commercial offer, using all reasonable methods to ensure communication to the PrePay Customer, for example: text messages, radio and TV announcements.

1.16. Applicability of Terms and Conditions to PrePay Services

PrePay terms and conditions are applicable until the expiry of the Grace Period. At that time, the PrePay Customer's access to PrePay Services shall be completely restricted, the Customer shall lose their telephone number and PrePay Credit indefinitely and the SIM Card shall be rendered unusable.

1.17. Inapplicability of some Terms and Conditions for the use of PrePay Services

In the event that any provision of the Terms and Conditions for the use of PrePay Services is or becomes illegal, null or inapplicable, this shall not affect the legality, validity or applicability of any other provision of the Terms and Conditions for the use of PrePay Services which, as a result, remains fully legal, valid and applicable.

To the extent permitted by law, any illegal, null or inapplicable provision shall be replaced by a valid provision which shall implement the commercial and economic purpose of the illegal, null or inapplicable provision.

1.18. Final clauses

1) Orange Romania is under obligation to take all appropriate technical and organisational measures at its disposal in order to guarantee the security of PrePay Service provision and that of the Orange Romania Network against unauthorised access and to inform the PrePay Customer and competent authorities regarding any particular risk of breach of the security of the Orange Romania Network.

2) Orange Romania's commercial offers form an integral part of the Terms and Conditions for the use of PrePay Services.

3) Romanian law is the law applicable to the legal relationship between the parties.

Section 2

Provisions applicable to PrePay services

2.1. Voice Service

2.1.1. Definitions

The following terms, when capitalised, shall have the meanings given below.

Voice Service: The Basic Service whereby Orange Romania enables the PrePay Customer to make and/or receive national and/or international calls and with direct, real-time transport of voice via the Orange Romania network to another user connected to the Orange Romania Network or to the point of interconnection with another electronic communication network.

2.1.2. SIM Card and telephone number

1) The SIM Card is protected by a PIN code (Personal Identification Number) which shall be used by the PrePay Customer according to the instructions in the mobile's user guide. The PrePay Customer is solely responsible for revealing their PIN code to third parties.

2) Voice Service Setup shall occur on the date when the SIM Card is set up.

3) The telephone number assigned to the Customer may be changed by Orange Romania when this is required by the competent authorities, with at least 30 (thirty) calendar days' notice to be given before said change is made, except where provided otherwise in current legislation. Changing the telephone number in such situations shall not give the Customer any right to compensation.

2.1.3. Roaming Service

The Roaming Service shall be provided in exchange for charges which are different from those contained in the Charge Plan selected by the PrePay

Customer. Charges are available by calling Customer Services or by accessing the website www.orange.ro

2.1.4. Other Clauses

Orange Romania warns Customers of the possibility of interference with other equipment (for example medical equipment). Orange Romania shall not be liable for possible damage suffered by Customers in such cases.

2.2. Mobile Data Services

2.2.1. Definitions

The Mobile Data Transmission Service is the Basic Service through which Orange Romania enables Customers to send and receive data (including Internet access) using certain protocols and technologies.

2.2.2. SIM Card and telephone number

The Data Service may be set up when the SIM Card is set up or at the PrePay Customer's request at a date following Setup. The provisions of art. 2.1.2 in Section 2.1, Provisions applicable to Voice Services, shall apply.

2.2.3. Roaming

The provisions of art. 2.1.3. in Section 2.1., Provisions applicable to Voice Services, shall apply.

2.2.4. Use of Data Services

Sending and displaying messages and information:

1) Customers are under obligation not to send unsolicited messages (including data, information, text, music, sound, images, graphics, video materials, programmes or other materials) or display commercial messages or information advertisements (henceforth referred to as "Spam"); Customers shall be solely responsible for sending or displaying such messages.

2) Customers are under obligation not to use the Orange Network and Mobile Data Services in a manner which negatively affects the legitimate interests of Orange Romania or a third party through actions such as:

- a) sending electronic messages or faxes which harass or upset other users due to libellous content or which slander or divulge personal information belonging to third parties,
- b) continuing to send electronic messages to recipients who have indicated that they do not wish to receive such messages,
- c) asending electronic messages containing false information in the TCP/IP packet header,
- d) sending malicious electronic messages, including but not limited to mailbombing-type messages,
- e) sending electronic messages in a manner which violates the usage policies of other Internet service providers,
- f) using an email box exclusively as a data storage location,
- g) sending or displaying messages containing viruses and/or Trojan horses, illegal messages or the sending or displaying of indecent, obscene or pornographic messages infringing current legislation,
- h) sending or displaying electronic messages from a phantom or non-existent email address or under a false name,
- i) sending or displaying messages intended or used to harass third parties,
- j) sending or displaying messages which violate the intellectual or industrial property rights of Orange Romania or third parties or messages containing information which the Customer or User does not have the legal right to transmit or disseminate under any circumstances, according to any applicable Romanian or foreign law etc.

2.2.5. Service Quality

Data Services are provided by Orange Romania in good faith, on a best-efforts basis and none of Orange Romania's obligations pertaining to access to and quality of Mobile Data Services shall constitute an obligation to achieve a given result. Orange Romania offers and the Customer accepts Mobile Data Services on the basis of these conditions.

Orange Romania shall make every effort to provide its Customer with access to Mobile Data Services, though cannot guarantee access and transmission quality.

Orange Romania is exempted from any liability in respect of transmission quality in the event that the Customer installs additional equipment other than that recommended and/or approved by Orange Romania for the reception/retransmission of Mobile Data Services.

In addition, Orange Romania is exempted from any liability in the event that the Customer's inability to access certain Services provided by Orange Romania is caused by the Customer's equipment. As a result of requirements linked to the exploitation or management of its Data Services, Orange Romania reserves the right to modify the content or certain characteristics of the Mobile Data Service provided, in such a way that the Customer's rights are affected as little as possible.

The Customer may have access to contracted Services, pursuant to this article, 24 hours a day, 7 days a week excepting periods when maintenance and/or repair work is carried out. Access may be more difficult at times of maximum load due to the limited data transmission capacity of the local network.

The Customer shall use Orange Services solely for their own benefit and shall not use Orange Services to provide services to third parties, with or without pay.

Orange Romania has the right, in order to ensure that its network is functional and that maintenance work is carried out, to use, store, display, copy, transmit, interpret, edit and distribute the Customer's information to a number of local and/or international servers.

Orange Romania shall not interfere in any way with the information transmitted by the Customer. Orange Romania does not guarantee that these procedures will ensure normal access to the Customer's information or that they will prevent its loss or alteration.

2.2.6. Security

1) Customers are under obligation not to breach or attempt to breach the security of the Orange Romania Network and Services in ways including but not limited to:

- a) accessing data not meant for the Customer or gaining entry to a server or an account which the Customer has no permission to access
- b) attempting to scan or probe the vulnerability of a system or a network or to breach its security or authentication measures without proper authorisation
- c) attempting to interfere with, to interrupt or to render useless another user's, host's or network's Service, by means including but not limited to overloading, flooding, mailbombing or spamming, i.e. the sending of large

- numbers of email messages or other information to an individual email address or to another user of the Service
- d) forging any TCP/IP header or any other part of the information contained therein when sending emails to a Usenet group or triggering any action in order to obtain services to which the User is not entitled

2) To protect the Orange Romania Network, Orange Romania's resources and other Customers, in the event of denial-of-service attacks on Internet addresses, Orange Romania reserves the right to take the necessary actions to minimise the effects of such incidents. Such measures may include, but are not limited to, the temporary blocking across the entire Orange Romania Network of addresses or classes of addresses under attack.

3) Orange Romania reserves the right to delete any information Customers have entered into its system and which may cause the failure or malfunction of the Orange Romania Network. Orange Romania shall notify Customers within the shortest time possible and shall provide the necessary advice regarding the exercise of this right.

Customers are responsible for the protection of their own information systems and for the accuracy of data entered into the Orange Romania system.

2.2.7. Other Clauses

Orange Romania warns Customers of the possibility of interference with other equipment (for example medical equipment). Orange Romania shall not be liable for possible damage suffered by Customers in such cases.

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