





# Basic Contractual Clauses

Thank you for choosing the services of Orange Romania. In addition to the information below, this contract (“Contract”) establishes the contractual terms and conditions applicable to the provision of services in the “General Terms and Conditions” (“GTC”) section, which is an integral part of this contract.

## 1. Contract Scope

The scope of the Contract is represented by the Services contained in the Orange Package purchased by the Customer and specified in Part I of the Contract, as well as other Services. The sale of the terminal forming part of the Orange Package does not represent the scope of this Contract.

## 2. Contract Structure

This Contract is made up of the following parts:

Part I – “First page and “Basic Contractual Clauses” (“BCC”)

Part II – “General Terms and Conditions” (“GTC”)

Part III – “Tariffs and Services Brochure”

The commercial offer, which is an integral part of this Contract, is described in Part I of the Contract and is amended with the provisions of the Tariffs and Services Brochure, which is available in Orange stores and on [www.orange.ro](http://www.orange.ro).

## 3. Contract Duration

The Contract shall enter into force as of the date it is signed by the parties, and it shall be signed for a Minimum Contractual Period agreed by the Customer and indicated in Part I of the Contract. The Minimum Contractual Period shall be calculated as of the Activation Date. Should neither of the parties notify the other at least 30 days in advance of their intention to terminate the Contract as of the expiry date of the Minimum Contractual Period or of the expiry date of a period by which the Contract has been extended, it shall be automatically extended in successive, determined periods equal to the Minimum Contractual Period, as per art. 1.17 of the GTC.

## 4. Activation

Orange Romania shall be entitled to demand that the Customer present original documents providing proof of identity, address and financial status or that the Customer constitute a Guarantee Fund or a Financial Risk Advance, as per art. 1.4 of the GTC. Activation shall occur within a maximum period of 4 (four) calendar days: (i) as of the date the parties have signed the Contract, if Orange Romania does not request documents or the constitution of a Guarantee Fund or a Financial Risk Advance, (ii) as of the date the Customer has made the requested documents providing proof of identity, address and proper financial status available to Orange Romania, (iii) as of the date the Customer has constituted the Guarantee Fund or the Financial Risk Advance, (iv) as of the date the DTH (Direct to Home) Equipment has been installed at the Location. Should Activation prove impossible within the period specified above for reasons of (i) failure to present documents providing proof of identity, address and proper financial status of the Customer, (ii) failure to constitute the Guarantee Fund or the Financial Risk Advance or (iii) identification of a case of Fraud, (iv) installation of the DTH Equipment proving impossible, Orange Romania shall be entitled to consider the Contract lawfully terminated, without any other court intervention or formality, with the Customer not being entitled to any and all damages. Should the period of 4 (four) calendar days fail to be respected, the Customer may request damages within a maximum period of 30 days as of the date the Contract is signed. Damages shall be calculated proportionately based on the Subscription Value and the period during which the Service was not provided, and shall be credited to the Customer’s subsequent monthly bill.

## 5. Billing and Payment Terms

Orange Romania shall issue a monthly bill for (i) the value of the Services provided to the Customer, as follows: the Subscription Value for the Billing Period following the Billing Date of the bill, the value of Services provided by Orange Romania in addition to the Subscription in the Billing Period prior to the same Billing Date, if applicable; (ii) the value of Services provided by third parties via Orange Romania, if applicable; (iii) administrative fees, if applicable. The bill shall include VAT valid as of its Issue Date.

Bill payment must be made within 14 calendar days from it being issued. Failure to pay the bill within the aforementioned period may result in the Customer incurring late penalties of 0.5%/day of delay, calculated on the full value of the bill until such time as the full amount owed to Orange Romania has been paid, in suspending and/or restricting the Customer’s access to Services and/or in the termination of the Contract by Orange Romania, as per art. 1.9 of the GTC.

Orange Romania may request that the Customer constitute a Guarantee Fund or a Financial Risk Advance as per art. 1.4 of the GTC and may establish a Credit Limit as per art. 1.5 of the GTC. The parties hereby agree that the bill shall be sent to the Customer by posting it in electronic format in the “my account” Application as per the conditions of art. 1.9 of the GTC. The bill may be sent via regular mail services solely at the express request of the Customer.

## 6. Orange Romania’s Liability regarding Service Provision

Orange Romania shall make any and all reasonable efforts to ensure the optimum quality of Services provided and shall be liable for providing the Services as per the Contract as well as for the conformity of the Services to Romanian legislation. Orange Romania shall not be liable for any of the following: (i) non-operation of the Network or improper operation of the Network for reasons outside the control of Orange Romania; (ii) improper operation of the Network in areas where it is currently being developed or in situations where Orange Romania is conducting Network improvement

works; (iii) damages of any nature caused by the improper use of terminals and equipment; (iv) damages of any nature caused by using equipment and terminals which, at the time they were purchased by the Customer, were not sold by Orange Romania; (v) damages of any nature caused by the improper use of the Services by the Customer; (vi) indirect or future damages, in whatever situation; (vii) third-party Services accessible to the Customer via Services provided by Orange Romania; (viii) the quality of third-party Services including, without limitation, Roaming partners and any and all other third parties involved in providing Roaming services.

## **7. Contract Suspension and Amendment**

Suspending the provision of Services shall occur as per the conditions of art. 1.11 of the GTC, in the following cases: (i) the customer has not paid the bill in full by the due date; (ii) the Customer has violated other contractual obligations and/or the conditions for using the Services of Orange Romania; (iii) in case of Fraud or attempted Fraud by the Customer; (iv) if the Credit Limit has been exceeded, (v) in any other case in which the action or inaction of the Customer may cause a risk to Orange Romania, (vi) in case of Orange Romania suspending the Customer's access to Services as per another contract signed by Orange Romania with the Customer, (vii) in any other cases explicitly provided for in this Contract or as per the law.

Orange Romania hereby reserves the right to modify any and all of the provisions contained in the Contract's terms and conditions, notifying the Customer regarding the proposed modifications at least 30 calendar days prior to the modification entering into force. The Customer shall be entitled to unilaterally terminate the Contract within the aforementioned period should he/she not accept the proposed changes, without any obligation to pay any damages to Orange Romania; if it fails to do so, the proposed modifications shall be deemed accepted.

## **8. Contract Termination**

The Contract may be terminated as follows:

- a) per the agreement of the parties;
- b) by termination as per art. 1.16 of the GTC;
- c) by unilateral termination requested by the Customer, with at least 30 calendar days' notice and the payment of just damages, equal to the Subscription Value times the number of months remaining until the expiry of the Minimum Contractual Period, as per art. 1.17 of the GTC. Failure to respect the notice term may result in the contract termination request being considered non-compliant;
- d) as of the date of receiving notice, without court intervention or any and all other formalities, should the legal entity Customer cease its activity, become insolvent, a liquidation procedure be brought against it or in the case of the death of the natural person Customer;
- e) in any other cases specified in the Contract or in applicable legislation.

Contract termination shall not exonerate the parties of any and all liability for obligations resulting from this Contract prior to the termination date or as a result of its termination.

## **9. Disputes**

Disputes in relation to this Contract shall be amicably resolved via Customer Service. The Customer may also submit a complaint with the competent authorities or courts of Bucharest. The legislation applicable to this Contract shall be Romanian legislation.

## **10. Other Clauses**

By signing this Contract, the Customer hereby agrees to activate and use the "my account" Application on [www.orange.ro](http://www.orange.ro) to receive the bill from Orange Romania, to pay it online via card, to request subscription changes, the activation or deactivation of options and services, as well as any other administrative actions for the Orange customer account. Access to this service may be made using a password known only to the Customer who owns the account. The Customer hereby undertakes full responsibility for the safe-keeping and usage of this password.

For a unitary approach, both from a legal and commercial point of view, of all standard contracts signed by the Customer, the latter hereby agrees that should there be any contradictions between the provisions of this standard contract and the provisions of a standard contract previously signed, the provisions of this Contract shall prevail.

The Customer hereby declares the following:

I have read and agreed to this Contract (this document, the "General Terms and Conditions" and the commercial offer) and to the processing of my personal data, including identification data, as per art. 1.15 of the GTC and have no other requests for modification other than what is already included in the Contract.

As per the provisions of art. 11 of the National Authority for Management and Regulation in Communications of Romania (ANCOM) Decision no.158/2015 and of the provisions of Emergency Government Ordinance no. 34/2014, prior to signing the Contract I received all prior information required for making an informed decision, including, without limitation, the selected tariff plan, including its value for the entire minimum contractual period, applicable tariffs, minimum Contract duration, the conditions for its termination and those for obtaining and using the services.

ORANGE ROMANIA,

CUSTOMER,