



Group mobile voice & mobile internet subscription .....  
Options: .....  
.....

**Orange Romania offer details**

With Orange Family you have the following benefits:

- Number 07 ..... granted benefit .....
- Number 07 ..... granted benefit .....
- Number 07 ..... granted benefit .....
- Number 07 ..... granted benefit .....
- Number 07 ..... granted benefit .....
- Number 07 ..... granted benefit .....

Benefits will be activated depending on the way in which you have chosen to use this offer:

- On the next billing date, if you activate the Orange Family package once your subscriptions have moved to the new price plans
- On the date the TV service is installed, if you activate the Orange Family package by activating an Orange TV subscription.
- On the activation date, in the case of newly signed internet or voice subscriptions

Benefits are valid as long as at least 2 voice subscriptions plus a third subscription for any Service (voice, internet, TV) existing in the current commercial offer are maintained active on the Customer's account.

All the holder's subscriptions, regardless of activated Services (voice, internet, TV) are included in the Customer's account. The minimal condition for granting the Orange Family offer benefits consists of the existence of at least 2 mobile voice subscriptions and a third subscription for any Service (mobile or landline voice, mobile or landline internet, TV), active and existing in the current commercial offer. If, upon signing this contract, the Client has also requested a price plan change on his/her existing numbers, a change which, together with this document, leads to meeting the minimal condition for granting the Orange Family offer benefits, the latter will be granted once all the changes in the Customer's account have entered into force. If, at any moment, a suspension, disconnection or holder change occurs on the Customer's account, which will make meeting the minimal Condition impossible, the Orange Family benefits will be lost on all subscriptions which remain active. Is the Customer takes advantage of the Orange Share offer before activating the Orange Family offer, he/she will receive a monthly 100% bonus to the internet benefits included in the Orange Net subscription, calculated based on the standard internet package included in Orange Net.

Details of the offer to add PrePay numbers to the Orange Family offer:

- 5% discount to the billed sum, corresponding to any scheduled top-up of the Orange PrePay number included in the Family with credit or with a minimum 4 EUR credit option, performed on an account subscription which is provided with this option
- Bonus unlimited national calls or double internet traffic included, granted upon the activation of any minimum 6 EUR PrePay option, after the PrePay number has been added to Orange Family

**Included services:** electronic bill, Orange Thank You, Emergency calls – Police, Ambulance, Fire Department, Customer Service calls, Cronos, NonStop, Voice Messaging, Bill information – bill sent to Orange mobile number.....

**Additional services automatically activated:** International calls, mobile internet, data transfer through Data GSM.

Using these services incurs additional costs.

**Additional services requested by the Customer:**

- |   |  |   |
|---|--|---|
| Roaming Access <input type="checkbox"/> | Personalised number <input type="checkbox"/> | Mobile banking services <input type="checkbox"/>      |
| MMS album <input type="checkbox"/>      | Golden number <input type="checkbox"/>       | Professional Voice Messaging <input type="checkbox"/> |
| Paper bill <input type="checkbox"/>     | Itemised bill <input type="checkbox"/>       |   |

The options chosen by the Customer, with different tariffs, presented in the agreed commercial offer do not apply to Additional services. Their usage entails additional costs, valid as of the date of their use and presented to the Customer in the Tariffs and Services Brochure. Services may be deactivated at any time at the Customer's request.

During the contractual period agreed upon the purchase, replacing the subscription with a lower priced monthly subscription shall not be permitted.

I have read and hereby expressly agree to the retention of copies of documents containing personal identification data.

Agreement to process personal data for the purpose of direct marketing  and market studies .

Should you not wish for the data mentioned under art.1.15 paragraph 10 of the GTC to be included in the information services regarding subscribers and subscriber registries, please tick .

I have been informed of the possibility to opt for roaming services to be provided by alternative operators, as per EU Regulation no.531/2012 and EU Regulation no.1203/2012 . I have read this text and hereby explicitly approve the retention of copies of documents containing personal information regarding my health status .

Thank you for choosing Orange services. For additional information regarding this Contract, call 411–Customer Service, toll-free from the Orange network.

I have received one copy of each of the following: Basic Contractual Clauses (“BCC”), General Terms and Conditions for Using the Orange subscription (“GTC”), Tariffs and Services Brochure, and Procedure for resolving complaints made by end users.

ORANGE ROMANIA,

CUSTOMER,

# 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,