

Basic Contractual Clauses

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Thank you for choosing the services of Orange Romania. In addition to those below, in this Contract (“Contract”) contractual terms and conditions applicable to the provision of Services have been set out under 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 of 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 which is part of the Orange Package is not covered by this Contract.

2. Contract Structure

This Contract is comprised of the following parts:

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

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

Part III – “Tariffs and Services Brochure”

The commercial offer, an integral part of the Contract, is described in Part I of the Contract and shall be amended with the provisions of the Tariffs and Services Brochure, which is available in Orange stores and on www.orange.ro

3. Contract Duration

The Contract shall enter into force on the day it is signed by the parties and is valid for a Minimal Contractual Period agreed with the Customer and as indicated in Part I of the Contract. The Minimal Contractual Period is calculated as of the Activation Date.

Should neither party give the other party at least 30 day prior notice of the intention to cease the Contract on the expiration date of the Minimal Contractual Period or on the expiration date of a period by which the Contract was extended, it shall be automatically extended for successive periods equal to the Minimal Contractual Period as per art. 1.2 of the GTC.

Throughout the duration of the successive automatic extensions no penalty payment shall apply in the event of the Customer terminating the Contract, as per art. 1.17 of the GTC.

4. Activation

Orange Romania shall have the right to ask the Customer to submit original valid documents attesting to his/her identity, address and financial status or that the Customer set up a Guarantee Fund or a Financial Risk Advance, as per the conditions of art. 1.4 of Section I of the GTC. Activation shall take place in maximum 4 (four) calendar days: (i) from the date on which the parties signed the Contract, should Orange Romania not require additional documents or the setting up of a Guarantee Fund or a Financial Risk Advance, (ii) from the date on which the Customer has made available to Orange Romania the requested documents containing information attesting to their identity, address and financial status, (iii) from the date the Customer sets up the Guarantee Fund or a Financial Risk Advance, (iv) from the date the equipment has been installed at the Location, for Services requiring installation. Should Activation be impossible in the aforementioned term due to (i) failure to provide documents containing information attesting to the Customer’s identity, address and financial status, (ii) failure to set up the Guarantee Fund or the Financial Risk Advance or (iii) identifying a case of Fraud, (iv) impossibility to install the equipment for Services where necessary, Orange Romania shall be entitled to deem the Contract immediately terminated, without the need for intervention by the courts or any other formality, and the Customer shall not be entitled to claim damages. Should the term of 4 (four) calendar days not be respected, the Customer may submit a claim for damages within maximum 30 days of the date the Contract was signed. The damages shall be calculated as a proportion between the Value of the subscription and the time period during which the Service was not provided and shall be credited to the Customer on the invoice for the following month.

5. Invoicing and Payment Terms

Orange Romania shall issue a monthly invoice containing (i) the value of Services supplied to the Customer, as follows: the Value of the Subscription for the Invoicing Period after the Invoicing Date of the invoice, the value of the services

supplied by Orange Romania outside the Subscription in the Invoicing Period previous to the same Invoicing Date, where applicable; (ii) the value of third-party Services supplied via Orange Romania, where applicable; (iii) handling charges, where applicable and (iv) rental, where applicable. The invoice shall include VAT at the rate valid as of its issue.

Invoice payment must be made within a maximum of 14 calendar days from the date of issuance. Failure to pay the invoice in the aforementioned term may incur penalties for late payment at the rate of 0.5%/day of delay, calculated on the total value of the invoice, until such time as all amounts owed to Orange Romania have been paid in full, the suspension and/or restriction of Customer access to Services and/or the termination of the Contract by Orange Romania as per art. 1.9 of the GTC.

Orange Romania may ask the Customer to set up 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 agree that the invoice shall be e-mailed to the Customer in the “My Orange Account” Application, as per art. 1.9 of the GTC. The invoice may be sent by regular post solely at the express request of the Client.

6. Orange Romania Liability for the Provision of Services

Orange Romania shall make all reasonable efforts to ensure the optimal quality of the Services supplied and shall be liable for the provision of Services as per the Contract and for the conformity of its Services with Romanian legislation.

Orange Romania shall not be held liable for the following: (i) Network non-functioning or malfunctioning of the Network for reasons outside the control of Orange Romania; (ii) malfunctioning of the Network in areas where it is in the process of development or in situations where Orange Romania is undertaking Network improvements, (iii) damage of any nature caused by the improper use of terminals and equipment; (iv) damage of any nature determined by the use of equipment and terminals, by the Client, which were not sold by Orange Romania on the date of their purchasing; (v) damage of any nature due to the improper use of Services by the Customer; (vi) indirect or future damage, whichever may be the case; (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 or any other third-parties involved in providing Roaming services.

7. Contract Suspension and Modification

The suspension of Service provision shall be made as per the provisions of art. 1.11 of the GTC, in the following cases: (i) the Customer has failed to pay the invoice, in full, on time; (ii) the Customer has breached any other contractual obligation and/or condition for use of the Services of Orange Romania; (iii) in the event of Fraud or attempted Fraud by the Customer; (iv) in the event of the Credit Limit being exceeded; (v) in any other case where the actions or inactions of the Customer might constitute a risk for Orange Romania; (vi) in the event of Orange Romania suspending Customer access to the Services as per another contract signed between Orange Romania and the Customer, (vii) in any other cases expressly covered by this Contract or as per the law.

Orange Romania hereby reserves the right to modify any and all of the provisions of the Contract terms and conditions, notifying the Customer of such proposed modifications at least 30 calendar days prior for the modification’s entry into force. The Customer shall have the right to unilaterally terminate the Contract in the aforementioned term, should he/she refuse to accept the proposed modifications, without being liable for any damages to Orange Romania; otherwise it shall be deemed that he/she has accepted said modifications.

8. Contract Termination

The Contract may be terminated as follows:

a) by consent of the parties;

b) by termination as per art. 1.16 of the GTC;

c) by unilateral termination requested by the Client, with at least 30 calendar days notice and with the payment of due damages, equal to the Subscription Value times the number of months remaining until the expiration of the Minimal Contractual Period, as per art. 1.17 of the GTC. Failure to respect the termination notice shall lead to the contract termination request being deemed invalid. Contract Termination shall occur at the latest on the next invoicing date after the 30 day notice expiration.

d) on the date of receiving notification, without the need for intervention of the courts or other formalities, should the business customer cease their activity, become insolvent, have a wind-down procedure brought against them, or in the event of the decease of the individual customer;

e) in any other cases specified in the Contract or in applicable legislation.

Contract Termination shall not exonerate the parties from liability for obligations resulting from the Contract prior to its termination or as a result of its termination.

9. Litigation

Any and all litigation resulting in relation to this contract shall be amicably resolved via Customer Service. Additionally, the Customer may submit a complaint to the competent authorities or courts of law in the municipality of Bucharest. The law applicable to the contract shall be Romanian law.

10. Miscellaneous

By signing this Contract, the Customer hereby agrees to activate and use the “My Orange Account” application on www.orange.ro for the purpose of receiving the invoices from Orange Romania, for paying it online using a card, for requesting subscription changes, option activations or deactivations, as well as for any other actions for the management of the Orange customer account. Access to this service is via a password known only to the Customer holding the account. The Customer hereby assumes full responsibility for the safe-keeping of the password and for its use.

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

The Customer hereby states that, prior to signing the Contract, he/she was informed of the selected tariff plan, applicable tariffs, minimum Contract duration, the basis for termination as well as those for obtaining and using the services, including Service coverage area, as per the provisions of art. 11 of ANCOM Decision no. 158/2015 and the provisions of Emergency Government Ordinance no. 34/2014 as well as regarding the right to unilateral termination which may be exercised as per art. 1.17 of the GTC.

Taking into consideration the above, by signing below, the Customer fully agrees with the provisions of the Contract.

ORANGE ROMANIA,

CLIENT,