



## ORANGE POST PAY AGREEMENT

### 1.0 TERMS & CONDITIONS

1.1 The Terms and Conditions, the Application Form, any other documents which are referred to in this Agreement and any document required to be signed together with the terms and conditions of any additional Services constitute a legally-binding agreement (the "Agreement") between Cellplus Mobile Communications Ltd (hereinafter 'Cellplus') and the Customer named in the Application Form (hereinafter 'Customer'), which will be effective from the time the Customer's application for the Services contained in the Application Form overleaf is accepted..

1.2 Acceptance and activation are conditional to:

1.2.1 a satisfactory risk assessment; and/or

1.2.2 the guarantor accepting and signing the Provision of Guarantee (Schedule 1)

By signing the Application Form, the Customer confirms that all information submitted is accurate and true.

1.3 The services of **Cellplus Mobile Communications Ltd** are commercialised under the ORANGE brand and name.

### 2.0 DEFINITIONS

In this Agreement the following words and expressions have the following meanings:-

"Agreement", the agreement between the Customer and Cellplus comprising the following: Orange Post Pay Terms and Conditions, the Application Form, the Subsidised Mobile Phone warranty agreement (applicable for Customers opting for a subsidised mobile phone), the Provision of Guarantee (Schedule 1) and any subsequent terms expressly agreed in writing between an authorised signatory of Cellplus and the Customer.

"Application Form", the Customer application form, including all information and statements contained therein.

"Audiotex", any phone number charged above the normal tariff beginning with 301, 302 and 303.

"Charges", the charges imposed by Cellplus for the Services, calculated according to the rates prevailing in the applicable tariff structure(s) and as agreed by the Customer.

"Cross-net Calls", Calls made from the Orange Network to another Network.

"Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information accessed via the Internet.



“Equipment”, any equipment, including the Subsidised Mobile Phone, approved for connection to or use with the Network.

“Network”, all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).

“On-net Calls”, Calls made within the Orange Network, i.e from one Orange mobile to another

Orange Post Pay Plan’, the post pay communication package as more detailed at clause 3

“Premium SMS”, short code messaging where the Customer is charged above the normal basic SMS rate.

“Services”, the mobile telephone service including voice, SMS, data, Mobile Internet and any additional Services as may be offered or provided by Cellplus under the Orange brand and as per the terms and conditions of this Agreement.

“Subsidised Mobile Phone”, the mobile phone offered to the Customer by Cellplus at a discounted rate upon subscription to the Orange Post Pay plan as provided in this Agreement for a minimum period of either 1 or 2 years (12 or 24 consecutive months).

“Roaming”, when the Customer is overseas and uses the SIM card for calls and SMS.

“Roaming data”, when the Customer is overseas and uses the SIM card for data services.

“SIM CARD”, the Orange SIM CARD, bearing a unique telephone number, and the related personal unlocking key and personal identification number, used with the Equipment to enable access to the Services.

“Tariff”, the approved tariff by the ICT Authority.

“Term” the minimum subscription period of this Agreement, a period of either **12 or 24 consecutive months** (1 or 2 years), commencing on ..... and ending on ..... as indicated on the Application Form overleaf.

### 3.0 ORANGE POST PAY PLAN

3.1 The Customer hereby agrees to subscribe to one of the Orange Post Pay Plans which includes:

- (i) either a Subsidised Mobile Phone and a package of voice, data, and SMS for a minimum contractual period of either 12 or 24 consecutive months (1 or 2 years); **or**
- (ii) a package of voice, data, and SMS for a minimum contractual period of either 12 or 24 consecutive months (1 or 2 years) without any Subsidised Mobile Phone.

3.2 Depending on the Orange Post Pay Plan chosen by the Customer:



- 3.2.1 The voice minutes shall include calls to any fixed network and either On-net Calls or both On-net and Cross-net Calls.
- 3.2.2 The following calls shall be excluded in all Orange Post Pay Plans:
  - (i) international calls;
  - (ii) roaming calls; and
  - (iii) calls to special numbers, e.g, Audiotex.
- 3.3 The SMS in the Orange Post Pay Plan includes peer to peer SMS to Orange and other local mobile operators, but excludes roaming SMS and premium SMS. In the event that tariffs of international SMS and SMS to other mobile operators change, the billing will be over and above the package price.
- 3.4 Cellplus does not guarantee the termination of SMS on all international operator's networks and international destinations .
- 3.5 The data package in the Orange Post Pay Plans includes local networks only and excludes roaming data.
- 3.6 Consumption of voice, SMS and/or data above the subscribed package by the Customer shall be charged to the Customer at the existing approved tariff as per the table below:

- o Local tariffs

Destinations	Tariff
<b>Voice</b>	
Calls to Orange mobiles	Rs1/min
Calls to fixed MT / MTML -Peak	Rs 2.18/min
Off Peak	Rs 1.68/min
Calls to other mobile operators	Rs 3.10/min
SMS	Rs 0.50
Data	Rs 1.00

- 3.7 International voice and data roaming shall be charged at existing approved tariff.
- 3.8 The regulated tariffs are subject to change any time and this Agreement shall be amended accordingly.

#### 4.0 SERVICES

- 4.1 Provision of Services may be affected by relay between base stations, radio interference due to physical obstructions and atmospheric conditions, technical faults, etc
- 4.2 Services may be suspended wholly or partially:
  - I. For Network modifications or maintenance or for security reasons. Cellplus will use reasonable efforts to keep suspensions to a minimum.



- II. If the Customer is in breach of the terms of this Agreement, including non-payment of any sums due by the Customer (in which case Cellplus reserves the right to charge for reconnection and/or to require revised payment terms).
- III. The Customer shall remain liable for all charges during any period of suspension.

4.3 If you choose callerID Restriction (CLIR), we will prevent your number being shown on any receiver. Your number may still be displayed to our records, emergency or other services or when you send a text message. Subject to any rights you have or may have under the Processing of Personal Data (Protection of Individuals), we do not provide any guarantee on this service and we will not be liable to you, or to anyone else, for the content or lack of confidentiality of any Services you use, or any disclosure we must make by law or a court order. Where you do not choose CLIR, your number may be displayed to the person you have called.

## 5.0 Mobile Internet Service

- 5.1 The Mobile Internet service allows you to access the Internet, to upload and download files to and from the global Internet.
- 5.2 Access to the Mobile Internet shall be governed by the specific terms and conditions for Mobile Internet (which can be viewed on [www.orange.mu](http://www.orange.mu)) which forms part of this Agreement.
- 5.3 Access to the Mobile Internet service does not require pre-registration. The Mobile Internet service is available by default provided the Customer has a compatible mobile handset.
- 5.4 In order to de-activate the Mobile Internet service, the Customer shall have to call at any of our offices or contacts us on 8900
- 5.5 Mobile Internet service charges will continue to apply if you do not request for de-activation and you continue to access the Mobile Internet service.
- 5.6 Customers who have subscribed to a mobile internet package can follow their consumption by sending 'conso' on 8444 by SMS. This is only an indication and the usage is not in real time. The customer shall pay the amount corresponding to the package chosen as well as any excess if applicable.
- 5.7 Unlimited Facebook (m.facebook).  
Unlimited Facebook is offered free of charge in certain packages:
  - Only the URL m.facebook.com is free i.e. connecting to a Facebook account using m.facebook.com is at no charge to the customer
  - Only a direct connection to this URL using the phone internet browser is free
  - Uploading photos to your account or connecting to external links will be deducted in your data package or charged at the standard rate.
  - Connecting to m.facebook.com using 3rd party phone and web applications or browsers may be subject to a standard charge.
  - Connecting to your Facebook account using [www.facebook.com](http://www.facebook.com) or [touch.facebook.com](http://touch.facebook.com) will be deducted in your data package or charged at the standard rate
  - The offer does not apply to the Internet Everywhere service

## 6.0 BILLING & PAYMENT



6.1 The Customer shall pay for the Services by means of direct debit and will be charged as follows:

- I. The Customer will be invoiced monthly in advance for fixed charges (such as subscription charges – the selected Orange Post Pay Plan) and monthly in arrears for call charges and other non-fixed charges over and above the selected Orange Post Pay Plan.
- II. Cellplus reserves the right to change invoicing periods and/or to issue interim invoices.
- III. Where practical, Cellplus will notify the Customer of any changes in advance; this will either be in writing to the Customer's billing address, by electronic mail (email) or by advertisements in the national press.

6.2 Payment is due within 30 days of receiving the invoice. If payment is overdue, a surcharge of 10% on the outstanding amount shall automatically be applicable to any outstanding balance without the necessity of any judicial or extra-judicial formality.6.3 VAT shall be added to all invoices.

6.3 Any correspondence from Cellplus to the Customer will be deemed served 48 hours after posting or earlier on proof of delivery.

6.4 Cellplus reserves the right to vary the charges or charging options, and/or any of the terms and conditions in this agreement at any time but will, where practical, give prior reasonable notification to the Customer.

6.5 Cellplus reserves the right, at its discretion, to apply a monthly limit to any service and suspend the Customer's access to a service if the monthly limit is exceeded.

6.6 Every change in charging options and/or any terms and conditions will be deemed notified to the Customer at close of business or on the first day on which it is advertised in the national press.

6.7 In case Cellplus has reasonable grounds to believe that the Customer is no longer reachable at the billing address, it reserves the right to send invoices to any other address where it has reason to believe the Customer is reachable.

6.8 Cellplus reserves the right to request a Deposit/Prepayment or guarantee before any services is provided, or subsequently as security for payment of the Charges. The Deposit/Prepayment is refundable after the minimum subscription period chosen by the Customer provided that the Customer has no outstanding balance left with Cellplus. Cellplus is entitled to off-set the Deposit/Prepayment against any amount due by the Customer or to request payment of the outstanding balance from the guarantor, whichever is applicable.

6.9 Allocations in respect of data units, voice minutes (calls) and text messages are part of the Customer's chosen Orange Post Pay Plan and are available on a monthly basis. Any unused data units, voice calls and text messages shall lapse and shall not be carried forward the following months.

6.10 The Customer shall ensure that payment by direct debit is effected on a monthly basis. Any default in the monthly payment for more that 2 consecutive months shall be deemed to be a breach of the present agreement and shall entitle Cellplus to terminate forthwith the said agreement.



## 7.0 CUSTOMER OBLIGATIONS

- 7.1 The Customer hereby agrees to the following:
- i) to provide such proof of identity as is reasonably necessary;
  - ii) to pay all charges by means of direct debit;
  - iii) to notify Cellplus immediately by telephone (and subsequently confirm in writing), if the Customer's Equipment and/or SIMCard is lost, stolen or damaged. Cellplus will provide a replacement SIMCard, but may charge for it; and
  - iv) to promptly pay all Charges arising in connection with this Agreement (including any applicable early termination Charges arising in accordance with section 8.0 below).
- 7.2 The Customer has no proprietary rights in the telephone number allocated under this agreement and Cellplus reserves the right to withdraw this number at any time.

## 8.0 TERMINATION

8.1 In the event of non-payment or if service is terminated before the expiry of the minimum subscription period for any reason whatsoever; or by Cellplus as a consequence of any breach of the terms and conditions of this Agreement or the warranty conditions by the Customer, the Customer shall remain liable for the outstanding balance including, but not limited to, the monthly remaining subscription charges up to the end of the chosen Term (12 or 24 consecutive months).

8.1.1 In exceptional early termination cases, Cellplus reserves the right to calculate an alternative termination fee. Such termination fees will be calculated on a case to case basis and shall be solely at the discretion of Cellplus.

8.2 This Agreement commences on the date the Customer signs the Agreement and shall continue for the chosen Term.

8.3 After the chosen Term, the Customer reserves the right to end this Agreement provided that prior written notice of 30 days is given to Cellplus. All Charges will continue to accrue until effective termination of the Agreement.

8.4 In the event the Customer does not wish to renew the Agreement, the Customer shall remain liable for the remaining total aggregate monthly subscription charges up to the end of the chosen Term.

8.5 This agreement shall be tacitly renewed under the same terms and conditions in the event the customer does not submit to Cellplus the notice of termination 30 days prior to the expiry of this Agreement.

8.6 Cellplus reserves the right to suspend all Services immediately and terminate this Agreement forthwith if:

- (i) the Customer fails any credit checks performed by Cellplus from time to time.
- (ii) the Customer fails to pay any sum due under this Agreement on their due dates.
- (iii) the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to Cellplus is false or misleading.



- (iv) Cellplus has reasonable cause to believe that the Customer is unable to pay the Charges; or
- (v) for any reason Cellplus is unable to provide the Services to the Customer.

Cellplus will endeavour to notify the Customer in advance of any such suspension or termination, in writing, email or by phone.

## **9.0 ADDITIONAL CLAUSES FOR ORANGE POST PAY PLANS WITH A SUBSIDISED MOBILE PHONE**

### **9.1 TERMINATION**

9.1.1 The Customer hereby agrees that the present Agreement shall be for a minimum period of either 12 or 24 consecutive months (1 or 2 years). At the end of the minimum subscription period chosen by the Customer (the Term), the subsidised Mobile Phone will become the property of the Customer.

9.1.2 In case of early termination, the Customer shall be liable for the following:

- (i) the remaining monthly subscription charges as per clause 7.1 above; and
- (ii) in virtue of the customer subscribed package the subsidised amount that was offered to the Customer by Cellplus upon signature of this Agreement.

### **9.2 WARRANTY**

9.2.1 The Subsidised Mobile Phone is neither returnable nor exchangeable except within the limits of the terms and conditions applicable under the Subsidised Mobile Phone's Warranty policy.

9.2.2 The Subsidised Mobile Phone is restricted to use on the Cellplus (Mauritius) network unless the Customer is using roaming facilities. Any attempt to unlock the Subsidised Mobile Phone for use on another network might render it permanently unusable and this shall not be covered under the warranty.

9.2.3 Any unauthorised modifications and/or alterations to the Subsidised Mobile Phone's software shall constitute a violation of its software license agreement, and the inability to use the handset due to such unauthorised software modifications is not covered under the Subsidised Mobile Phone's warranty.

9.2.4 The Customer warrants having taken cognizance and accepted the warranty terms and conditions mentioned in clause 7.

## **10.0 LIMITATION OF LIABILITY**



10.1 Cellplus shall in no circumstance be liable to the Customer (or to any third party) for any direct, indirect, special, incidental or consequential loss (including loss of profit), revenue, business interruption or for any other indirect or consequential loss or damage (whether foreseeable or not) which may arise in relation to:

- (i) the suspension or non-availability (for whatever reason) of any of the Services; or the suspension or termination of this Agreement; or
- (ii) the interruption of or failure to connect any call so made to or by the Equipment; or any call made to or by the Equipment being overheard or intercepted by any third party; or
- (iii) any data, content and voice transmitted to or by the Equipment being altered or lost.
- (iv) the mobile handset, save and except as provided in the Subsidised Mobile Phone's warranty terms and conditions. (Applicable for Customers choosing the Orange Post Pay Plan with a subsidised mobile phone)

10.2 Cellplus bears no responsibility whatsoever for the non-performance of any obligation or Services under this Agreement due to factors beyond its reasonable control, including but not limited to, Acts of God, industrial action, network breakdown, default or failure of a third party, war or governmental action (Force Majeure).

10.3 Where goods and/or services are offered by Cellplus as agents of their principal provider(s), Cellplus shall bear no responsibility for the performance or provision thereof by such providers so long as it has identified the providers to the Customer and identified itself as an agent.

10.4 Cellplus shall bear no liability whatsoever for any product or service advertised, promoted, offered or sold by third party service providers for use on the Cellplus Network or otherwise.

10.5 Cellplus, its employees and directors shall be held harmless against any claims or action by the customer (or any third party) in relation to infringement of any third party rights, proprietary and intellectual property rights and/or makes no representations or warranties in relation to the accuracy or completeness of the information provided.

## **11.0 DATA PROTECTION**

11.1 Cellplus may process the information and data relating to the Customer which is collected under this Agreement (including the Application Form) and through the Customer's dealings with Cellplus (e.g. using the Services etc.) or otherwise for the purposes of performing its obligations under this Agreement and for administration, account management, billing, debt recovery, risk assessment, Customer profiling, market research, Customer care, and other legitimate business purposes.

11.2 Cellplus may also share the Customer's Data with its holding companies, group companies and shareholders.

11.3 Cellplus may disclose Data relating to the Customer or details of this Agreement or the Customer's account with Cellplus in order to assist in the prevention of fraudulent use of the telecommunications system and/or to protect both the Customer and Cellplus in as far as is possible from theft and fraud and also where required or





permitted to do so by law. Cellplus may disclose the Customer's Data to its agents for the purposes of providing the Services and those purposes listed in 10.1. The Customer's Data is not otherwise disclosed to third parties, save where required or permitted by law.

11.4 Cellplus, its holding company, group companies, or agents of Cellplus may contact the Customer with information on/or offers on products or services which may be of interest to the Customer and the latter explicitly consents to such contact. If the Customer does not wish to receive such information, he/she shall inform Cellplus of same.

11.5 Cellplus may provide links to websites operated by third parties; such links are provided for your convenience only. Cellplus has no control over these sites and is not responsible for their availability or content. Cellplus inclusion of links to such sites does not imply any endorsement of the material on such sites or any association with their operators.

## **12.0 AMENDMENT AND SEVERABILITY**

12.1 Cellplus reserves the right to change and/or amend the terms and conditions of the Agreement including (but not limited to) the tariffs as may be approved by the ICT Authority during the term of the Agreement and shall communicate same to the Customer.

12.2 If any term of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Agreement had been made without the invalid, illegal or unenforceable terms.

## **13.0 ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire agreement between Cellplus and the Customer. It takes precedence over all prior agreements (oral or written), and all representations or other communication between the parties.

## **14.0 GENERAL**

14.1 This Agreement is governed and construed in accordance with the laws of the Republic of Mauritius.

14.2 The Customer consents to the fact that Cellplus may contact any person named in any proof of identity and/or references provided by the Customer in order to verify the accuracy (or continuing accuracy) thereof.

14.3 The Customer hereby confirms that he/she has read, understood and agrees to be bound by the Terms & conditions of this Agreement.