

Standard Mobile Terms and Conditions

Definitions

1. For purposes of this Agreement, the words below have the following meanings.
 - (a) **“Account”** means Your Customer account(s) for the purchase and usage of the JOi Mobile Service by You.
 - (b) **“ACN”, “Us”, “We” or “Our”** means ACN Communications France S.A.S., having its registered office at 16 place de l'Iris, Esplannade de Courbevoie, La Defense, 92400 Courbevoie, France and registered with the Chamber of Commerce under RCS Nanterre B 451 364 889.
 - (c) **“ACN Business Partner”** means the mobile network operator who manages the mobile radio network which is used to provide the JOi Mobile Service to You and other partners with which ACN collaborates for the provisioning of the JOi Mobile Service.
 - (d) **“Additional Services”** means any additional, supplemental or extra service which You choose to use including premium and international services, services You use while roaming abroad or directory enquiry services.
 - (e) **“Age Restricted Services”** means any service for use only by Customers aged 18 or over, as specified in the [Price Guide](#).
 - (f) **“Agreement”** means these [Standard Mobile Terms and Conditions](#), the [Privacy Policy](#) and the [Price Guide](#), each as currently in effect.
 - (g) **“Alternative Roaming Provider”** means a roaming provider within the European Union different from the provider ACN or ACN Business Partners have entered into a roaming agreement with in the relevant country.
 - (h) **“AUP” or “Acceptable Usage Policy”** means Our acceptable usage policy, which is available at www.joitelecom.fr.
 - (i) **“Cancellation Fee”** means the fee You will be required to pay if You choose to cancel Your JOi Mobile Service during the Initial Term. The fee will be calculated as the amount of Your monthly recurring Charges at the time when You signed up for Your JOi Mobile Service multiplied by the number of months remaining from Your Initial Term in accordance with the [Cancellation Fee Matrix](#) available in the Customer Portal.
 - (j) **“Charges”** mean all fees, rates, charges, and surcharges for the JOi Mobile Service as set out in the [Price Guide](#).
 - (k) **“Code of Practice”** provides useful information about ACN, the JOi Mobile Service and ACN's complaints handling procedure and useful contacts which is available at www.joitelecom.fr.

- (l) **“Customer”, “You” or “Your”** means a person who purchases and/or uses the JOi Mobile Service.
- (m) **“Customer Portal”** means the JOi Customer Self–Care website located at www.joitelecom.fr or other URL notified by Us.
- (n) **“Customer Service”** means the Customer Service Department dedicated to the JOi Mobile Service. You can call Customer Service by dialing 121 from Your phone using the JOi Mobile Service or +33(0)187212016 from any other phone or when calling from abroad. You can also contact Customer Service on the Customer Portal via chat or e-mail at service.client@joitelecom.fr.
- (o) **“Boosts”** means an additional credit which may be bought for a specific Additional Service, as detailed in the [Price Guide](#).
- (p) **“Effective Date”** has the meaning given in Clause 8.
- (q) **“Independent Business Owner” or “IBO”** means an individual or business entity that is authorized by ACN to promote the JOi Mobile Service.
- (r) **“GSM”** means Global System for Mobile Communications.
- (s) **“GPRS”** means mobile data service on 2G and 3G cellular GSM network.
- (t) **“Initial Term”** has the meaning given in Clause 11.
- (u) **“JOi Mobile Service”** is a mobile telephony service provided by ACN under these [Standard Mobile Terms and Conditions](#). JOi is a trademark of LKN Communications, Inc.
- (v) **“Order Date”** means the date that ACN accepts Your order and agrees to provide the JOi Mobile Service to You.
- (w) **“PIN”** means Your personal identification number used to unlock Your SIM card which can be found on the back of the SIM card packaging.
- (x) **“Premium Services”** means any Additional Service which is charged at a premium rate, as described in the [Price Guide](#).
- (y) **“Price Guide”** means ACN's current rate sheet, which is available at www.joitelecom.fr.
- (z) **“Privacy Policy”** means ACN’s current policy on the collection, storage and processing of personal data, which is available at www.joitelecom.fr.
- (aa) **“PUK”** means Your personal unblocking key PUK to unblock Your SIM card which can be found on the back of the SIM card packaging.

- (bb) **“Roaming”** means You can make and receive telephone calls and SMS and send and receive data while outside France. **“Roam Like At Home”** means You are able to use Your JOi Mobile Service outside of France within the European Union at no additional cost until You reach the limits of Your chosen subscription.
- (cc) **“Service Start Date”** has the meaning given in Clause 9.
- (dd) **“Strive for 5”** means the Customer referral program available to users of the JOi Mobile Service under the conditions in Clauses 62 to 72.
- (ee) **“SIM”** or **“SIM card”** means: (1) a card provided by ACN (after We have confirmed Your order) which enables You to access the JOi Mobile Service but You will need to activate it first; or (2) a card obtained from an IBO which You can bring to the JOi Mobile Service but first You will need to choose Your JOi price plan and submit a new order (Your SIM card will be activated automatically after We confirm Your order).
- (ff) **“SMS”** means the short messaging service which is used to send text messages using the JOi Mobile Services.

JOi Mobile Service

2. The JOi Mobile Service is a mobile telephony service that permits You to make and receive telephone calls and SMS and send and receive data wirelessly when used with a SIM card inserted into a compatible and correctly configured handset with access to GPRS, 3G or 4G. If You do not have access to GPRS, 3G or 4G, Your navigation will be done in WAP GSM mode, possibly at a higher rate. ACN only provides electronic communication services in areas covered by a GSM, a 3G or a 4G network. We do not support 1G and/or 2G devices.
3. The JOi Mobile Service is a SIM-only service.
4. The JOi Mobile Service is intended for individuals domiciled or individuals who reside for the most of the year in metropolitan France and is in no way intended for commercial or professional use. You can use the JOi Mobile Service while roaming outside of France within the European Union countries at no additional charge until You reach the limits of Your chosen subscription after which You will be charged a domestic rate in accordance with the [Price Guide](#). You have the right, without taking an additional subscription or cost, to choose an Alternative Roaming Provider. Please, see www.joitelecom.fr and the [Price Guide](#) for more information about coverage, roaming and international usage.
5. The JOi Mobile Services include Premium Services and may also include Age Restricted Services, provided You are 18 or over and You do not show or send any content from the Age Restricted Services to anyone under 18. To access Age Restricted Services, please, contact Customer Service or You may access these services using the Customer Portal.
6. You may also be able to upload and send Your own content using the JOi Mobile Service. You grant Us and Our network provider a royalty free, perpetual and worldwide license to store, transmit or otherwise deal with any content You upload using the JOi Mobile Service.

7. You can make free calls to emergency services from Your phone by calling 112. When You are outside of Our coverage area in France, neither Your mobile telephone number nor Your location data will be transmitted to emergency services. If You need to contact the emergency services while roaming abroad, You will need to call 112, however Your location data may not be transmitted.

Start and Term of this Agreement

8. The Effective Date of this Agreement is the earliest of: (1) the Order Date, or (2) the date We supply the JOi Mobile Service to You. Your Withdrawal Period starts from the Effective Date of this Agreement as described in Clause 82.
9. Your “**Service Start Date**” is the earlier of: (1) the date that ACN begins the supply of the JOi Mobile Service to You; or (2) within 14 days from the Order Date. Your Service Start Date will be either on or after the Effective Date of this Agreement and can be within the Withdrawal Period as described in Clause 85. If You purchase more than one SIM card, You may have different Service Start Dates for each JOi Mobile Service. You will not be charged for Your JOi Mobile Service until Your Service Start Date.
10. You are required to provide accurate information to ACN at the time of subscription, including proof of identity. In the event the information You provide is faulty, inaccurate or incomplete, ACN may contact You following the Order Date to request that You correct the information provided. In the event You do not correct the information, ACN shall be entitled to cancel Your order and terminate the Agreement.
11. This Agreement will continue for an initial period of 12 months from the Service Start Date (“**Initial Term**”) for each JOi Mobile Service that You purchase. During the Initial Term, You will be allowed to upgrade or downgrade as You wish between the different price plans available at the time without any changes to Your Initial Term. If You choose to terminate Your Agreement before the expiry of the Initial Term, You will be subject to a Cancellation Fee in accordance with the [Cancellation Fee Matrix](#) available in the Customer Portal.
12. After the Initial Term, this Agreement will continue for an indefinite period and will remain in effect until terminated by ACN or You in accordance with the terms of this Agreement. After the Initial Term, You may also choose a different price plan at any time without terminating subject to a new Initial Term in accordance with Clause 11.

Secure Your PIN, Passwords and SIM card

13. The SIM card remains the property of ACN, even if obtained from an ACN IBO. All rights, including copyrights, patents and trademarks related to the JOi Mobile Service, the SIM card and underlying content belong to and are reserved by ACN or ACN Business Partners. You are being allowed to use the SIM card by Us solely to enable access to the JOi Mobile Service, in accordance with these [Standard Mobile Terms and Conditions](#). We may recall the SIM(s) at any time for upgrades, modifications, misuse or when Your Agreement ends. In the event Your SIM card is recalled for upgrades or modifications and You are not supplied with a replacement SIM card and You are unable to use Your

JOi Mobile Service, You will not be charged for the period in which You were unable to use Your JOi Mobile Service.

14. ACN will provide You with a SIM card, a PIN code and a PUK code (unlock code) to use the JOi Mobile Service. Your SIM card will be blocked if an incorrect PIN code is entered 3 times. You will need to use Your PUK code or contact Customer Service to unlock Your SIM card if Your SIM card is blocked.
15. If You have received Your SIM card from ACN, You will need to activate it to gain access to the JOi Mobile Service. To activate Your SIM card, go to the Customer Portal at www.joitelecom.fr and follow the instructions which have also been provided together with Your SIM card. If You do not activate Your SIM card, ACN may, but is under no obligation to, automatically activate the SIM card for You. If You have obtained Your SIM card from an IBO, You will need to first submit an order through the Customer Portal with Your selected JOi price plan and You may be charged a fee for the SIM card in accordance with the [Price Guide](#). After We have confirmed Your order, Your SIM card will be automatically activated by ACN.
16. You are responsible for any use of Your JOi Mobile Service. You must keep the SIM card secure and You must ensure that You are able to return it to Us, if required to do so by Us at any time, as set out in these [Standard Mobile Terms and Conditions](#). You will be charged for any replacement SIM card (please, see the [Price Guide](#) for more information) unless it is defective through faulty design or workmanship. You must keep all PINs and passwords secure and confidential. You should immediately change Your PIN or password if You become aware that someone is accessing Your JOi Mobile Service without Your permission. ACN and ACN Business Partners are not responsible for any loss You may incur as a result of someone using Your PINs or passwords.
17. You must immediately notify Customer Service if Your SIM card is lost or stolen or if You believe that Your JOi Mobile Service is being used in an unauthorized or fraudulent manner. You may also notify ACN that Your SIM card has been lost or stolen on the Customer Portal. This notification will result in immediate blockage of the SIM card and suspension of the JOi Mobile Service. This Agreement remains in force during suspension of the JOi Mobile Service and You remain responsible for payment of any monthly recurring charges. In the case of theft, You must provide the filing of the complaint to the police or relevant authorities in order to receive a new SIM card at no additional cost. You are responsible for all usage of Your JOi Mobile Service until You notify Customer Service. ACN cannot be held responsible for the consequences of a reported theft (including locking the phone or handset reported stolen), even if You did report the theft.

Your Obligations to ACN

18. You confirm that: (1) You are at least 18 years of age; (2) You have the authority and full contractual capacity to subscribe to the JOi Mobile Service; and (3) all information provided by You to ACN in connection with this Agreement is accurate and complete. You can update Your information using the Customer Portal or by contacting Customer Service. You authorize ACN and any ACN Business Partner to take all steps necessary to supply the JOi Mobile Service to You.
19. You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the JOi Mobile Service. You agree to use GSM mobile/GPRS/3G/4G accessories approved by the competent French authorities. You confirm that You will only use the SIM card in compatible

and correctly configured handsets in accordance with Clause 2 of this Agreement. Any attempt to use the SIM card in other handsets may result in serious damage to the handset and prevent You from being able to use it, including the making of emergency calls. In these instances, ACN and ACN Business Partners are not responsible for any such damage or usage problems.

20. You may only use the JOi Mobile Service as laid out in this Agreement and for Your own personal use. You may not resell or use the JOi Mobile Service on a commercial basis, including for teleshops, operator activities, telemarketing organizations, prepaid card providers, and call center operations.
21. You shall not limit, hinder or interfere with the use of the JOi Mobile Service by other users or co-users of the infrastructure on which the JOi Mobile Service is based. If Your actions, whether intentional or negligent, cause an interruption in Your JOi Mobile Service or disrupt other users or co-users service, ACN may reduce the speed of or impose other limitations on Your JOi Mobile Service or suspend Your JOi Mobile Service.
22. You must not use the JOi Mobile Service, the SIM card or telephone number or allow anyone else to use the JOi Mobile Service, the SIM card or telephone number: (1) for illegal or improper uses; (2) for fraudulent, criminal or other illegal activity; (3) in a manner contrary to the public order or morality, or in a manner inciting any violent activity, including racial hatred; (4) in any way which breaches another person's rights, including copyright or other intellectual property rights, particularly in violation of L. 336-3 of the Intellectual Property Code in accordance with the law n ° 2099-669 of 12 June 2009; (5) to engage in hacking, spamming, e-bombing, phishing or similar activities; (6) to circulate any computer viruses, Trojan horses or other programs designed to harm the functioning of the hardware or software of ACN or third parties; (7) to copy, store, modify, publish or distribute the JOi Mobile Service or content (including ringtones), except where We give You express permission; (8) to download, send or upload content of an excessive size, quantity or frequency; (9) in any way which breaches any security or other safeguards or in any other way which harms or interferes with Our network, the networks or systems of others or of the JOi Mobile Service; (10) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that You upload; and (11) to use or provide to others any directory or details about customers.
23. You must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that You have deactivated any access to Age Restricted Services if You let anyone under 18 use Your handset.
24. In the event of a suspected violation of Clauses 20-23 of this Agreement, We may suspend or terminate Your JOi Mobile Service.
25. In the event of a substantial increase in the amount of Your monthly use of the JOi Mobile Service, including exceeding the maximum limit consumed out of bundle from Your chosen plan as addressed in the [Acceptable Usage Policy](#), We may, following advance notification and warning to You, suspend Your JOi Mobile Service. You will be able to resume use of Your JOi Mobile Service once the outstanding amounts are paid and processed and Your Service is reactivated. There may be a delay between when payment is received and when Your Service is reactivated.

26. If You use the JOi Mobile Service from a country outside France and the European Union, Your use of the JOi Mobile Service may be subject to laws and regulations that apply in that other country. ACN is not liable for Your failure to comply with those laws or regulations.
27. Our [Acceptable Usage Policy](#) provides more detail about the rules for use of Your JOi Mobile Service in order to ensure that Your use is not excessive and to combat fraud. You will be charged for any excessive use (for example, over two hours per voice call or over 100 different SMS recipients per month is considered excessive use).

Internet Security Measures

28. ACN and ACN Business Partners do not exercise control over the websites, e-mails, audiovisual programs, or any data available or stored, exchanged or accessed by using the JOi Mobile Service. We recommend You install security software to protect yourself against common risks associated with the Internet. We also urge You to take all necessary measures to ensure safety precautions are in place to filter undesired and inappropriate content, including using a “parental control” feature or any other equivalent solution to protect minors from unwanted content. Please, visit the Customer Portal for more information.

ACN's Obligations

29. ACN will supply the JOi Mobile Service to You within 30 days from the Order Date. You have the right request a refund and/or to terminate this Agreement if ACN fails to deliver the JOi Mobile Service to You within 30 days due to Our error. You lose Your right to a refund and/or to a termination of this Agreement if You have requested a later delivery date or if You have not made a written request to ACN following the 30 days requesting delivery and ACN fails to deliver the JOi Mobile Service within a reasonable time following this request.
30. ACN will take necessary steps to maintain continuity and quality of service. ACN undertakes to ensure, in areas covered by the network operator and where You are using a compatible handset and the JOi Mobile Service in strict accordance with this Agreement, service availability of 90% in a covered area, each calendar month. The availability of access to the network means to have the material possibility to make or to receive a communication in the following conditions: (1) You are located into an area which is usually covered (the index of receipt of the network is displayed on Your mobile phone); and (2) You have a compatible device, which is turned on and in perfect working condition.
31. In the event of non-availability of the network exceeding 10% a calendar month, You may be entitled to compensation as defined below. This non-availability of the network, which is due to an equipment malfunction from the network, means You are unable to make or to receive a communication. If it is determined that the duration of unavailability of access to the network has either exceeded a cumulative time of 10% during one calendar month or has exceeded 48 consecutive hours and that You, given Your geographical location and the moments (date and hour) when You tried to access to the network, had been unable to access the network, one of the following compensations may be provided to You. **For voice services** (1) non-availability exceeding 10% but less than or equal to 11% in a calendar month, You may be entitled to 10 free minutes of national voice calls; (2) for non-availability exceeding 11% but less than or equal to 12% in a calendar month, You may be entitled to 20 free minutes of national voice calls; (3) for non-availability exceeding 12 % in a calendar month, You may be entitled

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to 30 free minutes of voice calls; or (4) for non-availability exceeding 48 consecutive hours, You may be entitled to a one month subscription refund. **For SMS services**, SMS are generally routed in the network within 30 seconds. If it is determined that the quality has not been met within a calendar month, You may be entitled to the following compensation: (1) 10 free national SMS where the percentage of SMS sent within 30 seconds is greater than or equal to 89% but less than 90%; (2) 20 free national SMS where the percentage of SMS sent within 30 seconds is greater than or equal to 88 % but less than 89%; and (3) 30 free national SMS where the percentage of SMS sent within 30 seconds is less than 88 %. **For data services**, where data service is unavailable for more than 48 consecutive hours, You may be entitled to 30 free national MB.

32. In order to apply for reimbursement for service unavailability under Clause 31, You must make a written request within one month of the service unavailability, stating precisely the date and time in which You have experienced the network fault and location (including ZIP code). It is understood that the compensation provided under Clause 31 is not provided on a cumulative basis. The compensation is not payable in the cases where the cause is not attributable to ACN because of the occurrence by an external cause or by the You. ACN is committed to restoring access to the JOi Mobile Service in an average of 48 hours when it is interrupted, except in cases of Force Majeure Events in the meaning of Clause 35. This 48-hour period will commence from 19:00 on the day the fault report is received by ACN.
33. The nature of the mobile network may cause disruption or downtime points depending on the number of users at a given time. Due to high network traffic or other factors outside of ACN's control, there may be situations where the JOi Mobile Service is not continuously available or the service quality is affected. For instance: (1) when ACN or ACN Business Partners need to perform upgrading, maintenance or other work on the network or the JOi Mobile Services; (2) when You are in an area not covered by Our network or move outside Our coverage area; and (3) due to other factors outside of Our control, such as features or functionality of Your handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions. These actions may temporarily disrupt Your use of the JOi Mobile Service and We are not responsible for interruption or decreased quality of service as a result of these actions.
34. ACN and ACN Business Partners are not responsible for any use of or reliance on the JOi Mobile Service or its content or for any disruptions to or any failures or delays of the JOi Mobile Service. This includes, without limitation, any alert or virus detection services. ACN and ACN Business Partners do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for a purpose of the JOi Mobile Service or its content.
35. Events beyond Our control, such as network failures or congestion by other communication providers or due to the use of non-standardized equipment by You, power outages, severe weather, governmental or labor actions and acts of God may sometimes prevent Us from providing the JOi Mobile Service, including the ability to make calls to emergency services, or may affect the service quality. These are called "**Force Majeure Events**" as defined by the Jurisprudence of the Courts of Cassation and Article 1148 of the Civil Code. In these cases, ACN is not liable for any failure or defect and You will remain responsible for payment for the usage of Your JOi Mobile Service unless You terminate Your JOi Mobile Service in accordance with this Agreement. ACN may make changes to the communications network or the JOi Mobile Service without prior notice to You in order to ensure the

proper functioning of the JOi Mobile Service or if required by a governmental body or other third party.

36. When You are in an area of a French metropolitan territory not benefitting from GSM, 3G or 4G coverage (“**White Areas**”), services provided in these areas may be limited to voice communication and SMS only. ACN and ACN Business Partners cannot be held liable for any interruption, disturbances or malfunction of the JOi Mobile Service in White Areas and You will remain responsible for payment for the usage of Your JOi Mobile Service unless You terminate Your JOi Mobile Service in accordance with this Agreement. Please, refer to the coverage map on Our website for more information.

Number Porting

37. You can request a new telephone number or request transfer of Your current mobile telephone number to the JOi Mobile Service. If We provide You a mobile telephone number, You agree You do not own the mobile number and may not sell or transfer it, except that You may request the transfer of this mobile number to another communications provider as permitted by law.
38. “**Incoming Portability**”: To transfer Your current mobile number to ACN, You must obtain Your Record of Identity Operator (“**RIO**”) which is a unique 12 number long code assigned to each mobile number. You can obtain Your RIO code by simply dialing 3179 from Your mobile phone, free of charge. The 3179 service is available 24/7 and You will be connected to a voice service which will provide You with Your unique RIO code. You can dial 3179 from any number but You will receive the unique RIO code for that number. If You are not able to make outbound calls from the number You want to transfer to ACN, You will need to contact Customer Service for assistance. You need to provide Your RIO number at the time of subscription for the JOi Mobile Service, indicating the date You would like Your mobile line activated. Reimbursements for delays in porting are outlined in the [Price Guide](#). You will only be compensated for a delay in porting if You report the delay to ACN within 30 days of the requested porting date. You give a mandate to ACN to perform all acts necessary for the transfer of Your mobile number from Your current operator (“donor operator”). Termination of Your previous contract is effective from the day of the actual number porting. You remain liable for Your contractual obligations that bind You to Your previous operator, including all remaining payments. Your portability request does not mean that all the services You had with Your previous provider will be transferred to ACN. Calling features and ancillary services provided by Your previous operator, such as call barring, billing control arrangements or monitoring of billing fluctuations, will not automatically apply to this Agreement. Please visit the Customer Portal to find information on what features are offered for the JOi Mobile Service. ACN may refuse an application for portability in accordance with the applicable regulations, including provisions of the Post and Electronic Communications Code and Decision of the Autorité de Régulation des Communications Electroniques et des Postes No 2012-0576 dated 10 May 2012 or any further decision replacing it. ACN shall not be liable for any actions attributable to You or the donor operator resulting in a delay, disruption or prevention of porting.
39. “**Outgoing Portability**”: To transfer Your mobile number from ACN to another operator, You must obtain Your RIO number and make Your request directly to Your chosen operator (“new operator”). The successful porting will automatically terminate Your Agreement with ACN. You will remain liable to ACN for any contractual commitments, including any monthly fees due for the remaining of Your Agreement according to Clause 92 and the applicable laws and regulations. ACN may reject the portability request of the new operator in accordance with the applicable regulations, including

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provisions of the Post and Electronic Communications Code and Decision of the Autorité de Régulation des Communications Electroniques et des Postes No 2012-0576 dated 10 May 2012 or any further decision replacing it. ACN shall not be liable for any actions attributable to You or the new operator resulting in a delay, disruption or prevention of the porting.

40. In case of a delay in porting Your mobile number, which is not a result of non-eligibility of the request or a Force Majeure Event in the meaning of Clause 35, You may receive compensation of 3.50 euros for each day of delay. In order to receive compensation under this Clause 40, You must contact Customer Service within 30 days from the requested porting date.
41. In case of abuse of the porting (which results in You losing the ability to use Your mobile number following a transfer which You did not request), You may receive compensation equivalent to 1 monthly subscription. You must contact Customer Service within 30 days from the date You become aware of the loss of Your number in order to receive compensation under this Clause 41.

Charges and Payment

42. You agree to pay all Charges for Your JOi Mobile Service whether You or someone else uses Your JOi Mobile Service or the SIM card. You are responsible for unauthorized and fraudulent use unless You give notice to ACN in accordance with Clause 17. You are responsible for all calls to special, premium and/or international numbers unless You give notice to ACN as in accordance with Clause 17.
43. ACN will invoice You for the Charges in accordance with the current [Price Guide](#). All Charges include Value Added Tax (“VAT”). VAT shall be separately set out as part of the Charges on the invoice. We normally bill monthly in advance for recurring Charges, such as monthly subscription fees, and in arrears for usage-based Charges, such as calling. Usage-based Charges will usually appear on Your next invoice but they may also appear on a later invoice to the extent permitted by law. We may issue corrected invoices for prior months. We may bill You more often than monthly if, for example, Your usage exceeds the amounts provided for in Your plan by a significant amount.
44. You agree to receive electronic invoices for Your JOi Mobile Service. ACN will send an e-mail to the e-mail address that You provide to ACN advising You that Your invoice is available on the Customer Portal. You can request standard or itemized invoices. Standard invoices summarize Your telephone usage while itemized invoices also provide details of the telephone numbers that You call and may mask the last 4 digits. All invoices are available on the Customer Portal for 12 months from the date of issue and are accessible 24 hours a day, 7 days a week in an electronic format. You may have to pay a Charge in accordance with the [Price Guide](#) if You request a paper invoice or if You request a copy of an invoice.
45. You must advise Us 14 days in advance if Your billing or e-mail address change. You can change your information using the Customer Portal or by contacting Customer Services. You are responsible for invoices sent to Your prior billing or e-mail address if You do not inform Us of a change. ACN is not responsible if an invoice or e-mail is not delivered for reasons outside Our control.
46. You can choose how You will pay Your invoices when You submit your order or at any time afterwards by using the Customer Portal. If You pay by credit or debit card or direct debit, ACN will withdraw Your payment on the due date of Your invoice. If a Charge is applied in connection with the payment of each

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invoice, this Charge will be credited if You use a recurring payment method such as direct debit or credit card. See the [Price Guide](#) for more details.

47. You are responsible for ensuring that Your payment details (e.g. credit or debit card or direct debit details) are kept up to date. In the event Your payment details change, You update the information via the Customer Portal or You should contact Customer Service.
48. At the time of subscription, You must submit Your credit or debit card details for upfront payment and also submit Your direct debit details for recurring payments. You authorize ACN to charge Your credit or debit card at the time of subscription and for recurring payments until Your Direct Debit Mandate has been successfully set up. Once Your Direct Debit Mandate is processed successfully, You authorize ACN to automatically debit Your bank account for recurring payments.
49. In the event a direct debit payment is later rejected, ACN will be entitled to charge the full outstanding amount to Your credit or debit card, whichever You provided at the time of subscription or whichever is currently on file with ACN. . If a direct debit payment has been rejected or cancelled previously due to incorrect or outdated details that You have submitted, and if You fail to provide the correct details to ACN within 5 days of ACN's request to do so, You authorize ACN to charge Your credit card for all future payments under these [Standard Mobile Terms and Conditions](#) until Your Direct Debit Mandate is successfully set up once again.
50. You will be subject to a Charge in accordance with the [Price Guide](#) if Your direct debit, credit card or debit card payment is rejected or cancelled. You may also be subject to suspension or termination for non-payment as set out in Clause 73. Further, ACN will also recover from You any costs, fees and expenses We incur as a result of a failed payment.
51. You agree to pay all Charges by the due date indicated on the invoice. Unless stated otherwise, the due date is 5 days after You receive Your monthly invoice regardless of the chosen payment method. If You pay after the due date, You will be subject to a Charge in accordance with the [Price Guide](#) to compensate ACN for Your breach of this Agreement. Alternatively, ACN may charge You interest on any overdue amount at the maximum rate permitted by law. ACN will also recover from You any costs, fees, and expenses We incur to recover unpaid or past due Charges, including fees of debt collection agencies, filing and court costs and attorneys' fees.
52. You further agree to reimburse ACN in respect of all losses, damages, liabilities, costs and expenses that ACN may incur if You breach of Your obligations under this Agreement.
53. If You believe that any Charges are incorrect, You may dispute them in writing by contacting Customer Service. You must pay any Charges that are not disputed. We will not suspend or terminate Your JOi Mobile Service while We investigate a bona fide dispute.
54. If You are entitled to a refund of any Charges, the refund will first be used to pay any outstanding Charges and then will be credited to Your Account. If You are no longer a Customer, ACN will transfer any refund to Your designated bank account.

Collection and Use of Personal Data

55. ACN collects, maintains, and processes personal data, such as Your name, address and date of birth (“**Personal Data**”) within the scope of the EU General Data Protection Regulation (Règlement général sur la protection des données)) as amended, by electronic and non-electronic means in connection with: (1) the supply of the JOi Mobile Service to You; (2) the performance of Our obligations and the exercise of Our rights under this Agreement; (3) the fulfilment of Our contractual obligations to third parties; (4) any legal, financial, accounting and administrative functions; (5) the protection of ACN’s legal and contractual rights; and (6) other purposes as permitted by law. You acknowledge that the provision of Your Personal Data for these purposes is essential for ACN’s performance of its obligations under this Agreement. Your failure to provide Your Personal Data and to keep it current or Your withdrawal of consent to use Your Personal Data may prevent ACN from providing the JOi Mobile Services to You. Except as otherwise set forth in this Agreement or as required by law, Your Personal Data shall be kept strictly confidential. Your data shall be maintained in accordance with Our [Privacy Policy](#) and for as long as permitted under the applicable law.
56. You consent to the use of Your Personal Data for advertising, marketing and offering of other products and services to You by ACN and third parties and You agree to receive advertising by post, e-mail or other media. This consent can be withdrawn at any time by contacting Customer Service.
57. You consent to the disclosure of Your Personal Data to: (1) ACN Europe B.V. and other affiliates of ACN; (2) their respective employees, external consultants, advisors, distributors and other third parties; (3) ACN Business Partners; and (4) other third parties as permitted by law such as GIE EGP and application service providers.
58. You agree that Your telephone number may be displayed to people that You call. You must advise ACN if You do not want Your telephone number displayed. ACN will use reasonable efforts to comply with Your request. ACN may always disclose Your name, address and telephone number to emergency services agencies or as required by law.
59. You agree that ACN may monitor, record and archive telephone calls and written communications (including e-mail) between You and ACN for training, service quality, marketing and legal and regulatory purposes.
60. In accordance with Articles 39 and 40 of the law of 6th January 1978 (loi Informatique et Libertés) as amended, You have the right to access, modify and withdraw Your Personal Data by sending a written request to Customer Service at any time. You agree to update Your Personal Data should it change by using the Customer Portal or by contacting Customer Service.

Directory Listings and Enquiry Services

61. Upon Your express request, Your Personal Data can be entered in publicly-available paper and online directory listings and the 118 directory service free of cost. Published information includes Your name, address, occupation and mobile telephone number. If You would like to include Your information in directory lists or if You would like to change the information listed, You may call Customer Service or make the request on the Customer Portal. You are solely responsible for the information You provide.

Strive for 5 Customer Referral Program

General

62. If You are an active JOi Mobile Service Customer, You can refer Your family, friends, colleagues and other people that You know to the JOi Mobile Service. You can benefit from a free monthly subscription Charge which will be credited to Your Account for as long as they remain Customers and all of the conditions under Clauses 63 to 65 are fulfilled.

Eligibility conditions

63. You are eligible for a free monthly Charge under Strive for 5 if You: (1) have an active JOi Mobile Service subscription; (2) are in good standing with ACN; (3) are current on all Your payments towards ACN (i.e. You have no outstanding payments on Your Account); and (4) You have referred, at least, 5 new JOi Mobile Service subscriptions which do not need to be on separate Accounts as long as each of them fulfills the Qualification conditions under Clause 65.

64. The new JOi Mobile Service subscriptions can be on any JOi price plan as long as they use the JOi Mobile Service in accordance with Clause 4. Additional subscriptions purchased by You are also eligible under Strive for 5. For Family Plan customers, only the subscription for JOi XL will be eligible under Strive for 5.

Qualification conditions

65. A JOi Mobile Service subscription You have referred will qualify under Strive for 5 if:

- (a) it has been activated – subscriptions that have been withdrawn in accordance with Clause 82 will not qualify;
- (b) there are no outstanding payments due for that subscription;
- (c) the JOi Mobile Service Customer using that subscription and You both reside in France;
- (d) the subscription is included into Your referred subscriptions by providing Your phone number during the order process or by informing Customer Service no later than 30 days after the order has been placed; and
- (e) the subscription is not already receiving a Strive for 5 credit of its own.

Strive for 5 credit

66. If You have 5 JOi Mobile Service subscriptions fulfilling the conditions of Clause 65, then You are entitled to one free monthly subscription Charge which will be credited to Your Account and will appear in Your monthly invoice.

67. Eligibility and Qualification conditions for Your referred subscriptions will be reviewed on a monthly basis and as long as Your referred subscriptions continue to fulfill the conditions under Clauses 63 to 65, You can continue benefitting from a free monthly subscription.

68. You will be informed by an SMS once You have 5 subscriptions meeting the Qualification conditions.

69. Credits may take up to 2 months to be applied. You must be in good standing and be an active Customer current on all billing at the time the credit is applied. Tax and surcharges on the credit amount still apply, where applicable.

Miscellaneous

70. If a qualifying Customer subscription is determined to be invalid, ACN reserves the right to reverse the credit to Your JOi Mobile Service Account, as permitted by law and ACN's billing procedures.
71. ACN reserves the right to modify the Strive for 5 program at its discretion for compliance, administrative or other similar reasons at any time, with or without prior notice. ACN also has the right to end this program anytime at its discretion by giving You 30 days advance notice, when possible.
72. Should ACN discontinue this program, qualifying credits will still be applied for a period of up to 6 months following the Strive for 5 end date assuming the following:
- (a) You remain in good standing;
 - (b) You are current on all Your payments towards ACN;
 - (c) You maintain the qualified Customer subscriptions that resulted in qualification at the time of the Strive for 5 end date; and
 - (d) the qualified Customer subscriptions continue to fulfill the Qualification conditions under Clause 65 through the end of that 6 month period.

Suspension and Termination for Non-Payment

73. If You do not pay Your invoice by the due date, ACN will contact You by post, e-mail, SMS or telephone to remind You of Your obligation to pay. If You fail to pay the invoice by the deadline stated in the reminder, ACN may suspend Your JOi Mobile Service. If You fail to pay by the date stated in the second reminder (which will be provided at least 5 days after the first reminder), ACN may immediately terminate this Agreement.
74. ACN shall have no liability for any losses or damages resulting from any suspension or termination pursuant to Clause 73.

Suspension of Service

75. ACN may suspend Your JOi Mobile Services for non-payment in accordance with Clause 73.
76. ACN may suspend Your JOi Mobile Service or terminate this Agreement immediately and without prior notice to You if: (1) You are in material or repeated breach of this Agreement, where repeated breach means 3 or more breaches in any six-month period; (2) Your start bankruptcy, reorganization or insolvency proceedings or such proceedings are brought against You; (3) You engage in actions that compromise the stability, security or operability of the JOi Mobile Service, violate the [Acceptable Usage Policy](#) or indicate potential misuse, fraud or uncharacteristic or excessive use, including consumption of the JOi Mobile Service exceeding the thresholds provided for in Clause 27; (4) ACN has reasonable grounds to suspect fraud by a third party; (5) required by an order, instruction or request from a governmental agency; (6) it becomes necessary for security, network or service maintenance or operational reasons; or (7) ACN becomes unable to supply the JOi Mobile Service for reasons beyond

its control. In the event of suspension or termination triggered by (5), (6) or (7), You will be refunded any prepayments and will not be obliged to make any further payments to ACN.

77. ACN may be required to suspend all or part of the JOi Mobile Service to conduct scheduled network maintenance and service improvement. ACN will make reasonable efforts to notify You in advance and keep the disruption to a minimum.
78. If Your JOi Mobile Service is suspended, You will be unable to make outbound calls (with the exception of calls to emergency services which will be allowed unless they have been suspended at the request of emergency services) and You will be unable to receive inbound calls. You will also not be able to use data services or send or receive SMS.
79. You may not receive notice prior to Your JOi Mobile Service being suspended but You will receive subsequent notice. If Your JOi Mobile Service is suspended, You must contact Customer Service to determine what actions You need to take to reinstate Your service. You may have to pay a Charge in accordance with the [Price Guide](#) to reinstate Your JOi Mobile Service.
80. If Your JOi Mobile Service is suspended as a result of Your actions or omissions, You agree: (1) to pay all Charges during the period of suspension in accordance with Clause 43; (2) to reimburse ACN for all fees, costs and expenses incurred by ACN as a result of the suspension and any subsequent reconnection; and (3) that ACN is not responsible for any losses You may suffer.
81. Suspension of Your JOi Mobile Service by ACN shall not prevent ACN from terminating this Agreement pursuant to Clause 73.

Ending this Agreement

Retraction Right

82. In accordance with Articles L.221-18 of the Consumer Code, as amended, You have the right to retract this Agreement within 14 days from the Effective Date as described in Clause 8 (“**Retraction Period**”) without giving a reason.
83. To exercise Your right of retraction, You must either send a completed Model Retraction Form, which is available on the Customer Portal, or other written communication to ACN. You may also retract by calling Customer Service. If You inform ACN of Your desire to retract from this Agreement over the phone, You will be required to confirm Your cancellation in writing.
84. If You exercise Your right of retraction, We will reimburse any payment received from You within 14 days from the date on which You informed Us of Your decision to retract this Agreement. Unless agreed otherwise, We will reimburse You using the same means of payment that You used to pay Us.
85. If You requested Us to begin providing Your JOi Mobile Service during the Retraction Period and We have begun providing the requested JOi Mobile Service, You may still exercise Your right of retraction. You will, however, be required to pay Us an amount in proportion to the services provided to You until You give notice of retraction.

Termination of this Agreement

86. After the expiration of the Retraction Period, You may terminate this Agreement at any time by providing 10 days' notice in writing or by calling Customer Service. If You inform ACN of Your desire to terminate this Agreement over the phone, You will be required to confirm Your cancellation in writing. If You terminate during the Initial Term, You will be required to pay compensation to ACN in accordance with Clause 92. You may terminate this Agreement at any time without penalty under the specific instances that are permissible under French law in accordance with Clause 92.
87. ACN may terminate this Agreement under Clause 73 if You fail to pay an invoice or if You otherwise breach this Agreement. ACN may also terminate this Agreement at any other time for reasonable grounds by giving You 10 days' written notice.
88. ACN may further terminate this Agreement 10 days' written notice if We no longer have access to the other operator's network which We need to provide the JOi Mobile Service to You or if We are no longer able to provide the JOi Mobile Service due to factors beyond Our control or because We cease business.

Consequences of Termination

89. Termination of this Agreement will result in disconnection of Your JOi Mobile Service. You will be unable to use the JOi Mobile Service and You will be unable to make any outgoing calls, including calls to emergency services. You may also lose Your telephone number and be unable to reclaim it.
90. If You terminate this Agreement, in accordance with Article L.224-39 of the Consumer Code, Your JOi Mobile Service will be terminated within 10 days from ACN's receipt of Your request for termination. You may, however, request the termination to be postponed up to a maximum of 6 months from the date of Your termination notice.
91. Upon termination, ACN will send You a final invoice. You agree to pay all Charges up to the date of termination.
92. If Your JOi Mobile Service is subject to an Initial Term and You terminate during the Initial Term, You agree to pay ACN a Cancellation Fee for early termination in accordance with the [Cancellation Fee Matrix](#) available on the Customer Portal. The Cancellation Fee will be calculated as the amount of Your monthly recurring Charges at the time when You signed up for Your JOi Mobile Service multiplied by the number of months remaining from Your Initial Term. See the [Price Guide](#) and [Cancellation Fee Matrix](#) for details of these Charges.
93. You may terminate Your Agreement at any time without a Cancellation Fee in the situations of:
- (1) dismissal from an employment agreement with an indefinite term;
 - (2) over indebtedness notified to the Commission de Surendettement des Particuliers;
 - (3) moving house in an area of metropolitan France where the JOi Mobile Service is unavailable;
 - (4) moving house abroad for a long term;
 - (5) illness or disability making the use of the service impossible;
 - (6) imprisonment for a period longer than 3 months;
 - (7) death; or

(8) a Force Majeure Event in the meaning of Clause 35.

94. If You are owed a refund, ACN will deduct any amount that You owe under this Agreement from the refund amount You are entitled to. ACN shall refund You any amount outstanding within 10 days after the final invoice offsetting in accordance with Article 1289 of the Civil Code.

Changes to this Agreement

Changes by ACN

95. ACN may change these [Standard Mobile Terms and Conditions](#) and the [Price Guide](#), by giving You at least 1 month advance notice before this change enters into force. ACN may make changes without advance notice to meet legal or regulatory requirements. If You do not accept any change (except for changes required by law), You have the right to terminate this Agreement by giving written notice to ACN within 4 months after the change's entry into force. In this case, ACN will process Your termination request within 10 days and Your Agreement will be terminated without any additional Charges to You.
96. If You continue to use the JOi Mobile Service after the period of 4 months expires, You are deemed to have accepted the change. ACN shall not be liable to You for any claims You may make as a consequence of such changes.
97. If any changes We make relate solely to Additional Services, You may stop using the Additional Service but You will not be able to terminate Your Agreement.
98. ACN may change Your calling plan based on Your usage of the JOi Mobile Service or for other reasons within ACN's reasonable discretion. ACN will provide You notice of any such change with details of Your new calling plan. In such event You have the right to terminate this Agreement pursuant to Clause 95.

Changes by You

99. You may change Your JOi Mobile Service by using the Customer Portal or contacting Customer Service. We will inform You of the financial consequences of any change. In some cases, You may be required to enter into a new Agreement with a new Initial Term and may be subject to a Charge if You add a JOi Mobile Service or change Your calling plan. See the [Price Guide](#) for more details. You may be required to pay compensation if You remove a JOi Mobile Service during its Initial Term.

Limitation of Liability

100. ACN and ACN Business Partners are not responsible for any loss that You may suffer arising from negligence, breach of contract, misrepresentation, loss or unavailability of the JOi Mobile Service, or other reason for any loss of profits, sales, turnover, contracts or customers, reputational damage, loss or damage to software, data, information or computer or other equipment, lost management or staff time, any indirect or consequential loss or any other loss that could not have been reasonably foreseeable by ACN. The JOi Mobile Service is intended for personal use and We are not responsible for any losses if You use the JOi Mobile Service for business purposes. ACN is not liable to You for any

statements, acts, or omissions of ACN's IBOs that violate applicable laws and regulations or their legal or contractual obligations to ACN.

101. ACN and ACN Business Partners will have no liability if You: (1) use the JOi Mobile Service or the SIM card in breach of this Agreement or the [Acceptable Usage Policy](#); (2) alter the JOi Mobile Service or the SIM card; or (3) use the JOi Mobile Service or the SIM card under any abnormal or incorrect operating conditions.
102. Nothing in this Agreement limits Our liability: (1) if You are injured or die as a result of ACN's negligence; (2) for fraud committed by ACN; or (3) to the extent that Our liability may not otherwise be limited or excluded by law. The terms of this Agreement will not affect any of Your statutory rights which cannot be excluded by this Agreement.

Additional Information

103. If You dispute a Charge or any other aspect of Your JOi Mobile Service, You must contact Customer Service: (1) by dialing 121 from Your phone using the JOi Mobile Service or at +33(0)187212016 when calling from abroad; (2) via the Customer Portal; or (3) by sending a written notice to the following address: ACN Communications France SAS – Customer Service 16 place de l'Iris, Esplanade de Courbevoie, La Defense, 92400 Courbevoie, France Please, provide all relevant information required to resolve Your dispute (e.g.: Account information, name, address, contact details, details of Your complaint). ACN will try to resolve any dispute that You may have within a maximum of 30 days from the date We receive Your complaint.
104. If You are not satisfied with the resolution of Your dispute by Customer Service, You may refer Your dispute to Consumer Service by sending Your written request to ACN Communications France SAS – Consumer Service 16 place de l'Iris, Esplanade de Courbevoie, La Defense, 92400 Courbevoie, France. Consumer Service will reply to Your request within a maximum of 30 days from the date We receive Your complaint.
105. If You are not satisfied with the resolution of Your dispute by Consumer Service, You may refer Your dispute to the Mediator for electronic communications via their website at www.mediateur-telecom.fr or at C.S 30342, 94257 Gentilly Cedex.
106. Details regarding dispute resolution remedies are set forth in Our [Code of Practice](#) which can be found on our website.
107. If You purchased Your product or service online, You may also be able to use the Online Dispute Resolution (“ODR”) platform to resolve Your dispute. The ODR platform is managed by the European Commission and is available in all EU languages. Information about filing a complaint through the ODR platform is available at ec.europa.eu/odr. If You choose to use the ODR platform, reference the service.client@joitelecom.fr Customer Service e-mail address.
108. This Agreement and all rights and obligations arising out of it are governed by French law. You may bring a claim against ACN in any competent court as set forth in Article L.141-5 of the Consumer Code.

109. The failure of ACN, ACN Business Partners or You to exercise or enforce any right, power or remedy under this Agreement shall not operate as a waiver.
110. Any notice to be given under this Agreement may be served by e-mail, post or any other legally permissible means.
111. This Agreement is personal to You and may not be transferred by You. ACN may take instructions regarding Your Account from any person that We believe is acting with Your permission or has been formally authorized to act on Your behalf. We may transfer Our rights and/or obligations under this Agreement to a party who agrees to continue complying with Our obligations under this Agreement, provided that Your rights under the Agreement or any guarantees given by Us are not affected. No other person (other than Our assignee, if any) may benefit from this Agreement.
112. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case We may have to change Your phone number for the JOi Mobile Service.
113. If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected. We may replace any provision that is not legally effective with a similar term that is.
114. These [Standard Mobile Terms and Conditions](#) are drafted in the French language. Translations are for Your convenience only. In the event of any inconsistency, the French-language version available at www.joitelecom.fr shall prevail.