

# GENERAL TERMS OF SALE

## PREAMBLE. PRESENTATION OF THE MOBILIS APPLICATION

Mobilis is a mobile application made available by OPT-NC providing users with 24 hours a day, 7 days a week (except in the event of maintenance work or force majeure):

- call tracking and SMS and DATA usage.
- Liberté credit top up or IMD/TOP UP purchase options.

The range of products and services provided are described in the Mobilis application.

## ARTICLE 1. APPLICATION OF GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale apply to sales entered into in New Caledonia between OPT-NC and its customers making purchases for their own needs or those of their family, via the Mobilis application.

## ARTICLE 2. ORDER CONFIRMATION AND RIGHT OF WITHDRAWAL

The products offered for sale are those described on the Site.

Any order placed implies the customer's acceptance of these Terms and Conditions of Sale. After logging in to the Mobilis application, customers can view the options available, then confirm their order.

For prepaid credit customers, orders are registered once the customer has confirmed payment. The order number and details are displayed on the screen and emailed to the email address given by the customer when finalizing his/her purchase.

For customers with a subscription, orders are registered upon confirmation of purchase and will appear as a charge on their next monthly bill.

Once an account is debited, signifying acceptance of the offer, the customer expressly acknowledges having waived the right of withdrawal of 15 clear days provided for in Article 42 of Resolution no. 14 of 6 October 2004 regarding economic regulation, once provision of services has commenced.

Otherwise (non-commencement) or if a product has been purchased, the right of withdrawal shall be exercised within 15 clear days following acceptance of the offer.

## ARTICLE 3. COST AND PAYMENT

The cost of the service is noted on the Mobilis application website page and is compliant with the cost approved by the Government of New Caledonia. It can be communicated to the customer on request.

The online mobile payment service is a simple and fast method of online credit card payment of amounts for purchases.

Payment is made in XPF.

Only the following credit cards are accepted for online payments: Carte Bleue, Visa, Eurocard, Mastercard. The customer can finalize and pay for the order via the CSB “ePay” secure online payment service. The Calédonienne de Services Bancaires General Terms and Conditions of Use apply to any use of ePay services. Once payment has been made and confirmed, a payment confirmation page for the order appears. The page shows a summary of the order. At the same time, an email confirming the purchase is sent to the customer at the email address given when ordering the service.

Payment can also be made, depending on the deal the customer has subscribed to:

- Either by deducting the amount from the customer’s Liberté credit
- Or by adding the purchase to the customer’s next monthly Mobilis bill

#### **ARTICLE 4. PROOF OF TRANSACTIONS**

The data registered by the payment system used by the customer make it possible to establish proof of the financial transaction put through on the Mobilis application.

In addition to the provisions of the General Conditions of Use set out in the Mobilis, Liberté or Tourism Card subscription contract, and the Mobilis application GCU, it is hereby specified that the customer is solely responsible for use of the payment option proposed by the Mobilis application. In this regard, any connection or data transmission made using this payment option shall be deemed to have been made and/or authorized by the subscriber, specifically in the event of a user being a natural person under the age of 18, and shall occur under the sole responsibility of such subscriber.

#### **ARTICLE 5. GUARANTEE - AFTER-SALES SERVICE**

Customers can contact OPT-NC services via the Mobilis application support page or [https://www.opt.nc/assistance/aide-reclamation- mobile](https://www.opt.nc/assistance/aide-reclamation-mobile).

Customers can also contact a Telecoms operator by calling 1000 or sending an email to the following address: 1000@opt.nc.

#### **ARTICLE 6. DATA PROTECTION**

OPT-NC shall comply with all obligations under French “data protection and freedom of information” laws as laid down by amended act no. 78-17 of 6 January 1978, known as the “Data Protection and Freedom of Information Act”, and with the principles of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) rendered applicable in New Caledonia.

For further information about personal data processing for users of the Mobilis application, and user rights to their personal data: please go to the specific “Personal data processing” page accessible from the home page of the Application and, at all times, in the “settings” menu of the Application.

For further information on the personal data protection measures implemented and commitments made by OPT-NC regarding the protection of personal data: please refer to the OPT-NC Personal Data Protection Policy accessible from the bottom of the [www.opt.nc](http://www.opt.nc) website page.

Specific case of bank data processed by CSB

For detailed information on the processing of banking data by CSB, the service user should refer to the CSB's General Terms & Conditions of Use, which you can request from the following address: Calédonienne de Services Bancaires, 88 promenade de Koutio 98 835 Dumbéa.

## **ARTICLE 7. LIMITATION AND EXCLUSION OF LIABILITY**

### **7.1 LIMITATIONS ARISING FROM THE USE OF MOBILIS**

OPT-NC cannot be held liable:

- In case of any defect, loss, delay or error of transmission of data which is beyond its control;
- For loss or damage of any kind, directly or indirectly resulting from the use or inability to use the application, including any financial or commercial loss, or loss of data, including within the application user's information system;
- For loss or damage of any kind, directly or indirectly resulting from the content and/or use or inability to use websites linked to the Application or to which users may have access via the Application;
- For loss or damage of any kind whatsoever caused to the Users, their terminals, their computer and telephone equipment and the data stored therein, or any consequences that may result from their personal, professional or commercial activity.
- For the sending of messages and/or data to a false, incorrect or incomplete address;
- If the data was not received, for whatever reason, or if the data received was illegible or impossible to process;
- In the event that the User fails to access or use the Application and/or the Services for any reason whatsoever, including in the event of maintenance, update or technical upgrade operations;
- If, for any reason whatsoever, the connection should be interrupted.

Moreover, OPT-NC declines any liability in the event of improper use of the terminal and/or any incident related to use of the terminal when using the Application.

Should OPT-NC be held liable for loss or damage not provided for hereinabove, OPT-NC liability will be limited contractually solely to actual and established loss or damages.

### **7.2 FORCE MAJEURE**

Force majeure shall be construed as any event external to the parties, such event being irresistible and unforeseeable, rendering impossible the performance of all or part of the services offered by the Mobilis application.

OPT-NC cannot be held liable should any non-performance or delay in the performance of one or more obligations set out in these conditions result from a case of force majeure as defined by Cour de Cassation case law.

### **7.3 RISKS**

Access and use of the Application are at the risk and peril of the customer.

#### **7.3.1 USER RISKS**

The customer is responsible for taking all appropriate steps to protect his/her own data and/or software stored on personal devices (mobile phone, computer) against any breach (malfunction, viruses, hacking,... non-exhaustive list).

By using the Application, the customer shall bear all negative consequences that may arise out of using the application.

#### **7.3.2 RISKS ASSOCIATED WITH INTERNET USE**

Mobile internet technical performance requires processing time to respond, consult, query or transfer services.

The customer declares being aware of and accepting internet system limitations and issues, in respect of which OPT-NC cannot be held liable: (non-exhaustive list)

- The nature and limitations of the internet system, including the functional features and technical performance of the internet system;
- Issues of connectivity and/or access to the internet system and/or websites;
- Network availability and congestion issues;
- Network failure or traffic overload issues;
- Issues linked to transit delay, accessing online posts, content display lag, consulting, querying or transferring data;
- Outage risks;
- Lack of protection for some data against possible misuse or hacking;
- Risks of infection by viruses spreading on said networks.

### **ARTICLE 8. APPLICABLE LEGISLATION**

All clauses contained in these General Terms and Conditions of Sale, together with the General Terms and Conditions of Use and any specific terms and conditions shall be governed by the law as applicable in New Caledonia.

### **ARTICLE 9. CLAIMS AND DISPUTES**

OPT-NC shall endeavour to settle amicably any dispute or complaint relating to the interpretation or performance of these General Terms and Conditions of Sale.

Any complaint should be sent to Customer Service in accordance with the terms set out in the GUARANTEE - AFTER-SALES SERVICE clause.

Complaints can also be sent by post to: OPT- NC Customer Service, BP 40001, 98865 NOUMEA CEDEX.

In the event of a dispute, should no amicable agreement have been reached, the courts of New Caledonia shall have sole competence to hear the dispute.