

# GENERAL CONDITIONS FOR MOBILE PHONE SERVICES

## Individuals

as of November 1, 2022

These terms and conditions apply to our service offerings for making and receiving calls and accessing the Internet on mobile telephone networks from an approved terminal. Your contract determines the rights and responsibilities of the parties. It consists of, in order of importance: 1) the subscription contract (special subscription conditions), 2) these general conditions, 3) the information sheets, and 4) the "rights and recommendations" documentation.

### 1. WHAT SERVICES DO WE PROVIDE?

In the area covered by our GSM/GPRS/EDGE/3G/4G networks, you can access with a compatible mobile terminal (not provided) and a SIM card (smart card, property of OPT-NC):

- A mobile service for private use allowing you to send and receive communications in New Caledonia and internationally (subject to agreements with the operators of the territories concerned);
- And/or to an Internet service enabling access to the Internet. Unless otherwise stated, the speeds indicated are theoretical maximums. They depend on the location, the number of users at a given time, and the equipment used.

These services are available with or without a subscription (prepaid card). They are described in the tariff guide and the information sheets.

### 2. WHAT ARE THE RATES FOR OUR SERVICES?

Our rates are listed in the rate guide and information sheets available online ([www.opt.nc](http://www.opt.nc)) under the heading: "Mobile rates and conditions". For our subscribers, the rates include the following:

- A monthly subscription including a fixed amount of communications, collected in advance for the next billing period unless specified in the information sheet of the service offer;
- A set-up fee, any additional services and benefits, and other charges due under this contract, such as late payment surcharges and charges for non-payment;
- The cost of the calls made during the billing period, excluding the flat rate, if applicable.

### 3. HOW TO PAY YOUR SUBSCRIPTION?

#### 3.1 Your Invoice

The invoice is sent to you electronically unless otherwise specified in your contract. Invoicing begins on the effective activation date and will be sent to you during the first week of each month. In case of suspension of the subscription or termination of the contract, the amounts due are payable on the date of suspension or termination.

#### 3.2 Payment

The invoice is payable in CFP francs within the period mentioned therein, according to your chosen payment method. In case of delay, payment incident, or a substantial increase in usage during the contract, we may ask you to pay the amounts due. The debts due under this contract may be carried over to other contracts concluded between you and OPT-NC.

You may designate a third-party payer to receive the invoices and, where applicable, the details of the communications in order to pay

them, provided that you are the primary debtor. The third-party payer has no other right on your contract than the payment. It would be best if you informed the third party of these terms and conditions. The designated third party may be substituted by another person, either by registered letter or in the agency.

#### 3.3 A Disagreement?

In case of disagreement on the amount due, you can ask for the restitution of the sum within one year from the day of payment by producing all necessary documents.

### 4. WHAT ARE OUR COMMITMENTS?

#### 4.1 To Provide You with a Continuity of Service

We undertake to do whatever is necessary to maintain the service's availability and quality and implement the necessary means. Within the framework of our security policy, we put all the means of supervision intended to prevent the incidents of our fact or our network and, if necessary, to limit the unavailability of the services or the impact on your data.

#### 4.2 Informing You

You will be informed beforehand:

- Of technical or maintenance operations that may result in a temporary interruption of the service;
- Of changes in the conditions or rates applicable to your contract at least one month before their implementation. You will always have the possibility to terminate your contract during this period under article 8.2.

#### 4.3 To Compensate You

In case of prejudice, you can ask for compensation by registered mail with acknowledgment of receipt to the OPT-NC customer service, PO Box 40001, 98865 NOUMEA CEDEX, or via the website [www.opt.nc](http://www.opt.nc), heading: Assistance / help-claims.

The responsibility of OPT-NC can only be sought for direct material damage resulting from a proven fault against it. The OPT-NC does not compensate nor can it be held responsible in the case of:

- Damage/interruption of service resulting from a case of force majeure as defined by civil jurisprudence as any event external to the parties, irresistible and unforeseeable;
- Unavailability of the service or networks, less than 96 consecutive hours;
- Service rendered by independent service providers, to which the customer can have access and, generally, in all disputes opposing you to third parties. Any complaint concerning these services must be addressed directly to the service providers who provided them;
- Malfunction of the equipment used by the customer or misuse of the SIM card or the service;
- Limitation or lack of coverage of the Mobilis OPT-NC network;
- Interruption of the service resulting from a decision of the public authority;
- Fraudulent access or maintenance in all or part of your information system or the introduction of viruses.

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In case of interruption resulting from a fault of the OPT-NC, you can benefit upon written request of compensation for the not provided services limited to the sum of 5 000 F.CFP for the offers without subscription and to one month of payment of the fees of the subscription plan. It takes the form of a credit note.

### 4.4 Secure Your Talk Time.

In order to avoid any nuisance calls or calls diverted by a third party that could generate costs for you, the call is automatically interrupted after two continuous hours.

### 4.5 Protect Your Data.

The OPT- NC complies with the regulation on personal data protection. The documentation given to you on this subject, forms part of the contract. Your rights, the necessary information, and the rules applicable to processing your personal data are also accessible on the website: <https://www.opt.nc/particuliers/politique-de-protection-des-donnees-caractere-personnel>.

## 5. WHAT ARE THE CONDITIONS OF USE?

### 5.1 Conditions Related to the Use of Hardware Elements

- You are the only one responsible for the preservation and the use of the SIM card given to you and for the consequences that could have the disclosure of the confidential code (PIN for identification or PUK for unlocking). The card is materially and legally independent of the terminal designed to receive it. You may not transfer, rent, destroy, damage or duplicate it, as it is the property of OPT-NC;
- You undertake to use only terminals that meet the standards approved by the competent authorities, under article 252-1 of the New Caledonian Post and Telecommunications Code, and to access the service exclusively with the SIM card that has been given to you;
- The equipment made available or rented by OPT-NC remains its property and must be returned to it in case of a change of equipment or termination of the contract.

### 5.2 Conditions Related to the Use of the Services

Exceeding the Internet volume specified in the offer will reduce the available bandwidth, as indicated in the information sheets.

In addition, the following uses of the services are prohibited:

- Making professional use of the service or using it to create a voice server and/or reroute and/or divert communications;
- Diverting the purpose of the service, in particular by inserting the SIM card intended for the mobile service into any non-approved equipment;
- Damaging or altering them in any way whatsoever, in particular by hacking or saturating the networks;
- Resell communications or use systems consisting of automatic or continuous dialing;
- Joining Internet access numbers or whose routing is diverted or rerouted, mainly via a radio box;
- Send unsolicited electronic messages (SPAM) or bulk mail;

- Transmit illicit data, contrary to good morals or public order, or infringe on the rights of third parties, in particular, their personal data or their intellectual property;
- Infringe the rights of third parties relating to protecting their personal data.

### 5.3 Your Necessary Precautions

Certain content (viruses, applications, etc.) may damage your equipment, affect the services, allow third parties to access them without your knowledge, or generate costs for you. Using appropriate means of protection, such as anti-virus software and/or firewalls, is necessary to carry out the requested updates, download known and reliable applications, and back up your data regularly. Remember to change your connection identifiers as soon as you subscribe and then regularly. Data sent or received is not protected or controlled by OPT-NC, and any information is communicated at your sole risk.

The OPT-NC can in no way be held responsible for prejudices resulting from the fact of third parties and, in particular, because of the services and contents accessible by the Internet, on the nature and the characteristics of which it does not exercise any control. The OPT-NC draws attention to the property rights of the available products and their contents, which may offend the sensibilities of everyone, particularly minors.

## 6. WHAT PRACTICAL INFORMATION SHOULD I KNOW?

### 6.1 Effective Date and Duration of the Contract

The contract takes effect from purchasing the SIM card for prepaid offers or from the activation date for subscription offers. The activation takes place within 48 hours following the reception of your complete file.

The subscription contract is concluded indefinitely with a minimum subscription period of one month from the activation date. However, this period may vary according to specific offers mentioned in the information sheet at the subscription time.

### 6.2 Your Mobilis SIM Card

The customer is given a card allowing them to access the service, their phone number, and a PUK code enabling the card to be unlocked after three incorrect PINs have been entered. If you dial more than 10 times a wrong PUK code, the Mobilis Card will become obsolete.

### 6.3 Remote Subscription

For this type of subscription, you have a cooling-off period of fifteen days from the date of acceptance of the offer. When this period expires on a non-business day, it is extended to the next business day. You can request your rights by mail from an OPT-NC branch or customer service.

### 6.4 How to Contact Us

For information about your rights or any other questions, customer service can be contacted via the website [opt.nc](http://opt.nc) or by phone at 1000 from 7:30 am to 3:45 pm or at 1012 outside the 1000 hours, in case

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of loss or theft only; or at (+687) 26.87.70 for calls from outside New Caledonia, or by mail "OPT-NC's 1000 customer service, BP 40001, 98865 NOUMEA CEDEX" or by sending an email to: 1000@opt.nc

### 6.5 How to Keep Your Number When Changing Your Plan?

Keeping your number is free except when migrating from a subscription to a prepaid plan.

### 6.6 How to make your number known?

Unless otherwise stated at the time of subscription, the contact details (telephone number, last name, first name, mailing address, e-mail address (if subscribed) are accessible to the public (paper and electronic directories and information). The customer is solely responsible for the information communicated to the OPT-NC and for the conformity of this information with the regulations applicable to it. The OPT-NC can request supporting documents and, if necessary, not proceed with their communication.

At any time, the customer can subscribe free of charge on the red list (impossibility of communicating their information) or on the orange list (prohibition to market them).

Nevertheless, sending an SMS will disclose the customer's phone number.

## 7. LOSS OR THEFT?

You must immediately inform customer service by calling or emailing (see §6.4 above) so that they can suspend your line to prevent fraudulent use. OPT-NC cannot be held responsible for the consequences of a theft or loss report made by phone or email that does not originate from you. Your request must be confirmed within a maximum of 27 days, by a signed declaration in the agency or by registered letter, with a copy of the complaint lodged with the competent authorities in case of theft. Failure to do so will result in the termination of the contract under Article 10.2. Detailed information is available on [www.opt.nc](http://www.opt.nc) under the heading "loss or theft of my phone").

## 8. IS IT POSSIBLE TO CHANGE THE TYPE OF SERVICES OFFERED?

### 8.1 At Your Initiative:

At the end of the minimum subscription period, you can choose to change your plan within the limit of one change per billing period. You can change services remotely using the website [www.opt.nc](http://www.opt.nc) under the heading "change my plan" or by contacting us directly.

### 8.2 At Our Initiative

We may be required to modify the contract, remove a service, or change the conditions of execution by respecting a notice period of one month to give you the opportunity to terminate your contract. No damages can be claimed in this respect, including if the materials used are not adapted to the new technical standards. The new rates apply after publication in the Official Journal of New Caledonia. Only the general conditions on the OPT-NC website are in force.

## 9. WHY IS MY LINE SUSPENDED?

### 9.1 Instances of Suspension of my line

The line is suspended in the event of:

1. total or partial non-payment by the customer or the third-party payer of an invoice within the payment deadline indicated on the invoice and after a reminder that has remained without effect,
2. declaration of theft or loss of the SIM card,
3. for public order, national defense, public safety, or protecting the customer's personal data against fraudulent behavior by third parties.

### 9.2 Consequences of Suspension

The duration of the suspension is maintained for the period of the event that justified it. The line's suspension makes it impossible to make calls or connect to the Internet except for emergency calls. The reception of calls remains possible. The invoiced amounts remain due during the period of suspension of the service.

## 10. WHY IS MY LINE TERMINATED?

### 10.1 Termination of my Contract at my Request

You can terminate your contract without cause, by registered letter, or in the agency, subject to a notice period of 10 days. The sums remain due until the expiry date of the commitment period. However, the remaining sums due from the date of receipt of the termination request are not due in the following cases:

- Mobile service and/or mobile internet service inaccessible from your home under normal and usual conditions within 7 days of the initial activation;
- Unavailability of our services for a period of 96 consecutive hours;
- Permanent move abroad or to New Caledonia in an area not covered by the network;
- Medical condition making it impossible to use the service;
- Implementation of measures related to personal over-indebtedness or loss of employment;
- Detention for a minimum of 3 months in a penal institution;
- Force majeure exceeding 7 days;
- In case you refuse the modifications of the contractual or tariff conditions in force if they are prejudicial to you.

The credit available on the prepaid card is also reimbursed in the above cases.

### 10.2 Automatic Termination of My Contract

The contract is automatically terminated:

- After non-payment of all sums due, one month after the suspension;
- In the event of a report of loss or theft of the SIM card not confirmed within 27 days;
- In case of the death of the subscriber;
- For debts arising from other subscription contracts signed with OPT-NC;
- In the absence of regularization of an incomplete file;

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- In case of violation of the legal provisions, in particular in terms of public order and good morals, or in case of disloyal actions, such as a false declaration, identity theft, use of a stolen terminal, actions likely to disrupt the OPT-NC network or the Internet network, or the mass sending of messages, or the misappropriation of the purpose of the service;

If the services are interrupted for more than 7 days due to force majeure.

## 11. WHAT TO DO IN CASE OF A DISPUTE?

In case of a dispute and failure to reach an amicable agreement, either party may refer the matter to the competent court in Noumea.