

GENERAL TERMS OF USE

Mobilis is a mobile application available from OPT-NC which enables tracking of calls, SMS and DATA usage. In addition, mobile application users can, depending on their mobile phone deal, top up their Liberté credit or buy IMD/TOP UP.

ARTICLE 1. APPLICATION OF GENERAL CONDITIONS - BINDING NATURE

Using the Mobilis app, customers with OPT-NC mobile deals can access and manage their personal space.

Accessing and using the service automatically entails full acceptance of these General Conditions of Use (GCU) and the waiver of the user's General Conditions of Use.

Any related services referenced may have their own specific terms of use. Is so, the user will be alerted and specific consent will be requested.

ARTICLE 2. DEFINITIONS

Customer or User: natural or legal person, purchaser of a Mobilis deal, who subscribes to an OPT-NC Mobilis application service to meet his/her requirements.

Contract: refers to these General Conditions of Use, together with any commercial document defined as contractually binding, such as the GCS also associated with the Mobilis application service. The user is alerted to all such documents on first logging in to the service.

Service: service provided by the Mobilis application and any other associated services provided by OPT-NC and referenced in these conditions.

ARTICLE 3. PURPOSE OF THE GCU

These General Conditions of Use define the terms and conditions applicable to the Mobilis mobile application access service.

These general terms and conditions of use (hereinafter "the GCU") are designed to define the terms and conditions under which OPT-NC makes the said service available to the Customer.

The Mobilis application allows you to:

- access a home screen where you can review the contractual documents via a menu, consult notifications, check on your deal, access usage tracking;
- Check on your various calls, texts and data usage:
 - o For *Liberté*, *Tourism card* and prepaid bundles: remaining credit, credit expiry dates and SMS credit balance are displayed;
 - o For *hourly bundles*, *M bundles*: voice/SMS/data usage tracking, plus details of usage not included in bundle;
 - o For all bundles: purchase tracking (IMD: On-demand mobile internet/TOP UP/Liberté Recharge depending on compatibility), up to previous 3 months;
- purchase of Liberté and mobile internet recharges: check on available deals on website www.opt.nc
 - o RL (Liberté Recharge);
 - o IMD (Mobile Internet on demand);
 - o TOP UP;

- access support via links or icons:
 - o a link to general FAQs and “lost phone” FAQs;
 - o a link to send an email or call the OPT-NC 1000 service;
 - o an icon sending you to the Messenger app so you can access the OPT-NC chatbot and ask questions;
 - o a link to the OPT-NC website to set up an appointment with a telecoms officer;
 - o a link to the list of branches

The user can log in to the Mobilis application at any time, i.e. 24/7, including Sundays and public holidays. Occasional and temporary service unavailability may occur due to upgrade or corrective maintenance work.

The user will obtain access on acceptance of these GCU.

ARTICLE 4. CUSTOMER COMMITMENTS

The customer hereby declares having the power, authority and capability required to conclude and carry out all obligations hereunder.

The customer undertakes to use the Service in accordance with its designated purpose as set out in these conditions. Any contrary use of the Service, particularly for gainful or fraudulent purposes, constitutes misuse which may result in discontinuation of Mobilis application services access and in prosecution by OPT-NC.

The client undertakes specifically:

- to download the Application exclusively for personal and non-commercial use;
- to waive expressly any use of software or devices that may interfere with the proper functioning of the Application, or take any action likely to impose a disproportionate burden on OPT-NC infrastructure;
- to inform OPT-NC as soon as he/she becomes aware of any occurrence of hacking, and in particular any unlawful or non-contractual use of the Application and/or the Content regardless of the method of dissemination;
- not to sell, rent, sublicense or distribute the Application and/or Content to third parties.

Furthermore, the customer is prohibited from:

- making any adaptation, modification, translation, transcription, arrangement, compilation, decompilation, assembly, disassembly, transcoding, or reverse engineering of all or any part of the Application, Services, and/or Content;
- creating derivative works from the Licensed Application;
- using software or processes intended to copy the Content without the prior permission of OPT-NC;

- exporting the Application, merging all or any part of the Application with other computer programs;
- reproducing the Application permanently or temporarily, in whole or in part, by any means and in any form;
- extracting or reusing, including for personal use, any part, substantial or otherwise, of the contents of the databases and archives created by the Application, without the prior written permission of OPT-NC;
- setting up systems likely to hack into the Application and/or the Content in whole or in part, or likely to violate these GTCS or the Mobilis Application GCU;

If the customer entrusts the service to which they have subscribed to another natural person user, they are informed that such user can sign up to additional options and services and make purchases. The customer shall be held liable for any changes to the services and purchases made by such user and hereby acknowledges liability to OPT-NC as laid down herein.

The customer undertakes to pay or to ensure payment of the cost of the Services provided to the customer by the Mobilis Application in accordance with the Terms & Conditions of Sale as set out in the applicable tariff order.

Any changes shall be implemented under the conditions laid down by the law and regulations. The customer shall be informed thereof one month before the implementation date.

ARTICLE 5. OPT-NC COMMITMENTS

OPT-NC shall take all necessary measures to maintain the continuity and quality of the Service.

The Mobilis mobile application is based on internet technology. The user is aware of the technical uncertainties inherent to internet use and the resulting disruptions to access that may occur. The user recognizes that factors such as bandwidth variations can play a role in disrupting access to the Mobilis application server, independently of and externally to the technical resources of the said server. Consequently, OPT-NC cannot be held responsible for any internet system-related unavailability or slowing of service, nor for any related impact on user activity.

OPT-NC shall implement technical and organisational measures for incident prevention and management to ensure Mobilis security. In such event, these measures may also have an impact on the quality of Mobilis application services, a circumstance that the user recognizes having accepted.

ARTICLE 6. LIMITATION AND EXCLUSION OF LIABILITY

6.1 LIMITATIONS RESULTING FROM THE USE OF MOBILIS

OPT-NC cannot be held liable:

- In the event of defect, loss, delay or error of data transmission 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 any improper use of the terminal and/or incident related to the 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 shall be contractually limited solely to actual and established loss or damage.

6.2 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.

6.3 RISKS

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

6.3.1 USER RISKS

The customer is responsible for taking all appropriate steps to protect their 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.

6.3.2 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 7. GUARANTEE - AFTER-SALES SERVICE

To contact OPT-NC services, customers can go to the Mobilis application support page or to <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 8. INTELLECTUAL PROPERTY

Access to the Mobilis Application does not and cannot confer on the User any intellectual and/or industrial property rights over knowledge, skills, patents, trademarks and other distinguishing features nor, more generally, over all other intellectual and/or industrial or other property rights owned or used by OPT-NC. The user declares, expressly and unequivocally, that he/she holds no right of any kind to the trademarks and distinguishing features noted hereinabove. The right of use means the right to use the Mobilis application service in accordance with its purpose and configuration.

ARTICLE 9. DATA PROTECTION

The purchase and use of the Mobilis application entails the processing of personal data under the responsibility of the OPT-NC.

For further information about personal data processing for users of the Mobilis application, and user rights to their personal data: please refer 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 website page.

ARTICLE 10. PERIOD OF SERVICE USE

This contract is concluded for an indefinite period. Users can uninstall the Mobilis application at any time.

ARTICLE 11. DISCLAIMER

In no event shall OPT-NC be held liable for any indirect losses or damages by the User which may arise from or in connection with performance of the Terms and Conditions and any consequences thereof. Indirect losses or damages include but are not limited to any loss of profits, loss of business, loss of revenue or profit, loss of customers, loss of opportunity, relating to or resulting from the non-performance or faulty performance of the services offered in using the Mobilis Application.

ARTICLE 12. GENERAL PROVISIONS

In the event that any clause of these GCU should be annulled, the invalidity of such clause shall not affect any of the other provisions or affect the validity thereof as a whole. OPT-NC will then seek to amend the clause concerned to ensure its compliance with all applicable legal and regulatory provisions while abiding by the balanced nature and aims of the GCU.

ARTICLE 13. SETTLEMENT OF DISPUTES

These GCU shall be governed by the law as applicable in New Caledonia. The parties hereby agree that any dispute arising in connection with the performance thereof shall fall within the exclusive jurisdiction of the courts of New Caledonia.