



# GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION AND USE OF JOIN EXPERIENCE'S SERVICES



## ENGLISH TRANSLATION – FOR INFORMATION PURPOSE ONLY:

In case of discrepancies between the French and the English text, the French text shall prevail as administrative language in the Grand-Duchy of Luxembourg.

JOIN Experience S.A. is a 'société anonyme' (limited liability company) governed by Luxembourgish law with its registered office at 11 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered in the Luxembourg Corporate and Trade Register under No B 176835.

JOIN Experience is a virtual mobile operator which uses the 2G, 3G and 4G networks of a network operator to supply telecommunication services under the brand JOIN according to the conditions defined hereinafter.

## I. GENERAL PROVISIONS

### Article 1. Definitions

The terms used in the present General Terms and Conditions and starting with a capital letter shall have the following meaning:

**Administrative Price List:** list of the administrative fees invoiced to the Client by JOIN EXPERIENCE and forming an integral part of the Price List.

**Amortization Table:** Contractual document given to the Client when taking out a subscription related to a Product which describes the residual value of the Product to be paid by the Client on the date of termination, if they terminate their Contract early.

**Authorised Reseller:** reseller or third party distributor which has received a written authorization from JOIN Experience to resell the Services and Additional Services to the Client.

**Beneficiary:** natural person or legal entity using the Services through a Client and that is not empowered to conclude legal acts in the name of and on behalf of the latter, unless otherwise stated.

**Client:** the natural person at the legal age of majority or the legal entity that has taken out a Contract and complied with the General Terms and Conditions and, if applicable, with the Specific Conditions. Within the framework of the Contract, the Client can carry out any act of disposal and is responsible for fulfilling the contractual payment obligations.

**Client Service:** assistance service which can answer any questions relating to the Services and the performance of the Contract via e-mail, letter, telephone or social networks.

**Client Space:** secure space available for Clients via the internet that enables, among other things, to check the consumption of the Client.

**Commercial Documents:** all documents distributed by JOIN Experience to Clients or potential Clients which include information on Services and Products sold by the company and, where appropriate, the price and ongoing special offers. Brochures, advertisements, flyers, etc. included.

**Communications:** the exchange of electronic signals or data via telecommunication networks.

**Consumer:** A Client who is a natural person and who uses the Services for non-professional purposes

**Contract:** all the documents governing the contractual relationships between the Client and Join Experience, as described in Article 4.

**Equipment:** Product or any other device used by the Client to access and/or use the Services.

**General Terms and Conditions:** this document, which describes the general terms and conditions of subscription and use of JOIN Experience's Services.

**Special Conditions:** conditions which apply to the Client who/which has taken out Additional Services.

**GSM (2G):** (Global System for Mobile Communication) digital mobile telephony network standardised by the European Telecommunications Standards Institute (ETSI).

**Internet:** global system of interconnected network that enables connected Clients to connect between them.

**JOIN:** registered trademark by JOIN Experience which represents the Products and Services sold by the company and, more generally, all elements owned by JOIN Experience.

**JOIN Experience:** JOIN Experience S.A. with its head office located at 11, rue de Bitbourg, L-1273 Luxembourg.

**LTE or 4G, 4G+:** (Long Term Evolution), mobile telephony technology standardised by the ETSI which has evolved from the GSM and UMTS standard.

**M2M:** (Machine to Machine): Services offered by JOIN Experience which enables machine to machine communication through the combined use of information and communication technologies, without any human intervention.

**MMS:** (Multimedia Messaging Service): system for sending and receiving multimedia messages on a mobile telephone which has evolved from SMS (text messages) and which allows the user to send photos, videos and audio recordings.

**Mobile Internet Service:** Services offered by JOIN Experience which enable the Client to connect to the Internet within the mobile network coverage area.

**Mobile Service:** mobile telecommunication Service delivered via the mobile network used by JOIN Experience.

**Option:** option chosen by the Client in addition to the Services, which includes for example extra data volume, connection speed, minutes, SMS or any other option chosen by the Client, which is not included in the standard offer. The Option may have a limited or recurrent duration based on the information disclosed to the Client at the time of subscription.

**Outgoing Portability:** operation during which JOIN Experience transfers the mobile number that was allocated to its Client to a Third Party Operator. This operation results in the termination of the Contract with JOIN Experience.

**Portability or Ingoing Portability:** operation which enables the Clients to change telecommunications operator and to keep their mobile number with their new mobile operator. Consequently, the Contract with the previous operator is terminated.

**Price List:** Document given to the Client at the Contract signature, which includes the price list applicable during the contractual relation with JOIN Experience. At any time, this list can be referred to on the website [www.joinexperience.com](http://www.joinexperience.com) under FAQ/legal documents/data sheets and in all JOIN points of sale.

**Product:** any product purchased by the Client from JOIN Experience in order to use the Services.

**Service(s):** service(s) provided by JOIN Experience including the Mobile Service and more generally the sale of services related to telecommunications and information technology. A description of these services can be found on the website [www.joinexperience.com](http://www.joinexperience.com) as well as in all points of sale of JOIN Experience.

**SMS:** (short message service): system for sending and receiving messages on a mobile telephone, introduced by the GSM standard, allowing the user to send messages up to 160 characters long.

**Special Terms and Conditions:** terms and conditions which applies to the Client in case of subscription to Option or specific Services.

**Subscription Application:** forms provided to the Client by JOIN Experience, via which the Client expresses its wish to be contractually bound to JOIN Experience in order to use its Services. The User Appendix is included in the Subscription Application.

**Technical Instructions:** Instruction Manual for the Products, given to the Client when the Contract is signed.

**Third Party Operator:** Telecommunications operator other than JOIN Experience.

**User Appendix:** document given to the Client subscribing a Contract which includes a description of the tariff plan and the chosen additional Services.

**Value Added Service:** additional services, generally provided by a third party contractor, which are added to the basic Services (calls and SMS) and which are invoiced according to the tariffs defined by each contractor.

## Article 2. Purpose

The purpose of these General Terms and Conditions is to define the conditions for access and use of the Services offered in the context of the subscriptions.

## Article 3. Scope

The General Terms and Conditions govern the contractual relationships between the Client and JOIN Experience. They must be applied by the Authorised Resellers.

## Article 4. Contractual documents

The contractual relationship between the Client and JOIN Experience and/or an Authorised Reseller is governed by the following contractual documents, presented in descending order of priority:

1. the Price List,
2. if applicable, the Amortization Table
3. the Subscription Application,
4. the Fair Use Policy related to roaming Mobile Services,
5. the Specific Conditions,
6. the Specific Conditions for Equipment paid by instalments,
7. these General Terms and Conditions,
8. the Technical Instructions.

The Client's general or special terms and conditions are not enforceable against JOIN Experience.

All the updated contractual documents are always available from JOIN Experience points of sale, on the website [www.joinexperience.com](http://www.joinexperience.com) (with the exception of the Technical Instructions, which can be obtained on request from the Client Service Department) and from Authorised Resellers.

Moreover, the provision of Services to the Client is governed by the applicable laws and regulations.

## II. TAKING OUT THE CONTRACT

The Client shall submit their Subscription Application at a JOIN Experience point of sale or with an Authorized Reseller or via any other method which JOIN Experience provides for this purpose and in particular, through the Client Service Department, via the Internet or by telephone.

### Article 5. Documents required in order to take out the Contract

The Client's Subscription Application must be accompanied by the following supporting documents:

For a Client who is natural person:

- a valid identity card or passport, or if applicable, any official document provisionally replacing a lost or stolen identity card or passport,
- an electricity, gas or water bill less than three (3) months old.

In addition, for a Client who is natural person who subscribed to Mobile Service including roaming use:

- a resident certificate delivered by competent authority proving Client's main address at the date of the subscription;

For a non-resident who has stable links with Luxembourg, which entails a substantial and frequent presence in Luxembourg:

- a copy of a permanent employment contract;
- a copy of a service contract;

- a certificate proving the participation to a full-time recurring courses of study; ;
- a posting certificate delivered by the competent authority.

For a Client which is a legal entity:

- a certified true copy of the last updated articles of association,
- an extract from the trade register less than one month old,
- the identity card of the natural person who can enter into legally binding commitments on behalf of the company with proof of power of attorney and the position of legal representative.

In addition, for a Client which is a legal entity wishing to benefit a Mobile Service with access to roaming, a document relating to:

- effective place of the principal economic activity;
- place where the employees identified as Beneficiary principally work.

Concerning the Mobile Service with access to roaming, JOIN Experience may request any other document not mentioned above, allowing to establish that the Client and/or his Beneficiaries live in Luxembourg or have stable links with Luxembourg.

### Article 6. Choice of billing and payment methods

When taking out the contract, the Client indicates the billing and payment methods of their choice. The Client is informed that if they do not pay via direct debit, administrative fees of €2.5 inclusive of taxes may be billed to them in order to cover the additional fees borne by JOIN Experience due to the choice of a different payment method.

### Article 7. Additional documents/guarantee

JOIN Experience may request the following additional documents, particularly if there is some doubt about the Client's identity or if their residential address or billing address is located abroad:

- salary slips, letter from an employer or employment contract,
- bank account details,
- copy of their bank card,
- or any other document proving Client's income and/or place of residence, in accordance with applicable legal provisions

In addition, JOIN Experience reserves the right to ask for a guarantee deposit or an advance payment when the Contract is concluded or at any time during its performance, particularly in cases where:

- it has been established that the Client has committed fraud,
- there is doubt about the Client's identity: in particular, when information indicated in the Subscription Application proves to be false or incomplete,
- payment incident or late payment,
- the Client exceeds the allocated credit by an excessive amount (tariff plan exceeded) and/or in the event of excessive use.

The guarantee deposit does not earn interest, and it will be returned to the Client at the end of the Contract, except if the Client has debts with JOIN Experience.

### Article 8. Taking out the Contract remotely

#### 8.1 Right of withdrawal

If the Contract is taken out remotely, the Client has a period of 14 calendar days after the Contract is concluded or, if applicable, after receipt of the Products, to withdraw, without any penalty or giving any reason.

In case of delivery of Products, the withdrawal period expires after 14 days from:

- the day on which the Client or a third party other than the carrier and indicated by the Client acquires physical possession of the Product,
- the day on which the Client or a third party other than the carrier and indicated by the Client acquires physical possession of the last Product,
- the day on which the Client or a third party other than the carrier and indicated by the Client acquires physical possession of the last lot or piece,

- in case of regular delivery, the day on which the Client acquires physical possession of the first Product.

Before the expiry of the withdrawal period, the Consumer shall inform JOIN Experience of his/her decision to withdraw from the Contract. For this purpose, the Consumer may either use the withdrawal form published on the website [www.joinexperience.com](http://www.joinexperience.com), or make any other unequivocal statement setting out his/her decision to withdraw from the Contract (for example: postal letter, fax or electronic mail).

In case the withdrawal form has been filled in by the Client on the website or in case of an unequivocal statement, JOIN Experience will communicate to the Client an acknowledgement of receipt of such a withdrawal on a durable medium (e-mail) without delay.

The burden of proof of exercising the right of withdrawal shall be on the Consumer.

## 8.2 Effects of withdrawal

The exercise of the right of withdrawal by the Consumer shall terminate the obligations of the parties. JOIN Experience shall reimburse all payments received from the Consumer, including, if applicable, the costs of delivery and in any event not later than 14 days from the day on which JOIN Experience was informed of the Consumer's decision to withdraw from the Contract.

JOIN Experience shall carry out the reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the Consumer does not incur any fees as a result of such reimbursement. JOIN Experience may withhold the reimbursement until the company has received the goods back, or until the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.

During the withdrawal period, the Consumer should handle the Product and its packaging with due care. The Consumer should only unwrap or use the Product if it is necessary to decide to keep the Product or not.

If the right of withdrawal is exercised, the Consumer shall send back the Product and its accessories that were delivered simultaneously – if possible in their original packaging – in accordance with the appropriate and clear instructions given by JOIN Experience.

The Consumer shall send back the Product without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the Contract to JOIN Experience.

The Consumer shall bear the direct cost of returning the Products.

## 8.3 Exceptions from the right of withdrawal

Unless otherwise stated, the Consumer cannot exercise the withdrawal right for:

- Service Contracts after the Service has been fully performed; if the performance has begun with the Consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the Contract has been fully performed by JOIN Experience
- The supply of Products made to the Consumer's specifications or clearly personalised
- The supply of goods which are liable to deteriorate or expire rapidly
- The supply of Products which are, after delivery, according to their nature, inseparably mixed with other items
- The supply of sealed audio recordings, video recordings or computer software which were unsealed after delivery
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with the Consumer's prior express consent and his acknowledgement that he thereby loses his right of withdrawal

## Article 9. Processing the Subscription Application

The Subscription Application is processed by JOIN Experience, within a maximum period of two working days, as soon as it is sent by the Authorised Reseller or Client personally. Access to the Service is dependent on :

- The Client or their representative submitting the completed and signed Contract(s),

- The Client providing the requested supporting documents,
- In certain cases listed in Article 7, JOIN Experience collecting the advance on the Client's use of the service and/or the guarantee deposit.

JOIN Experience may refuse to accept all or part of the Subscription Application during this period of two working days, for a legitimate reason (excluding any condition depending on its discretion), such as, for example (non-exhaustive list):

- if the Client refuses to comply with the contractual conditions,
- for any other reason which is an imperative need for the security or operation of the network and Services, for maintaining their integrity, to ensure the interoperability of the Services and networks, and for data protection purposes.

## III. PERFORMANCE OF THE CONTRACT

### Article 10. Duration of the Contract

Unless otherwise stated, the Contract is concluded for a fixed period of 24 months.

At the end of this initial period, the Contract is automatically renewed for an indeterminate period if it has not been terminated under the conditions set out in Article 17.

The Contract comes into force on the date that the line is first brought into Service following the activation of the Client's SIM card. It is concluded under the resolutive condition of JOIN Experience's refusal of the Client according to the terms defined above in Article 9.

### Article 11. JOIN Experience's obligations

#### 11.1 Obligations regarding the operation of the Service

JOIN Experience endeavours to implement all means necessary in order to ensure the proper functioning of the Service, and in particular, takes the necessary measures in order to maintain the continuity and quality of the Service.

#### 11.2 Protection of personal data

##### 11.2.1 Collecting data

The personal data are provided by the Client when taking out a subscription, during the performance of the Contract and as a general rule, during any transaction between JOIN Experience and the Client.

##### 11.2.2 Entity responsible for processing / Subcontractors

JOIN Experience is responsible for processing the personal data collected from the Client. JOIN Experience may need to transfer and/or share these personal data with its affiliated companies and/or with the companies with which JOIN Experience has concluded a service provider agreement. These companies may be established in a country located outside of the European Union and considered by the European Commission as ensuring an adequate level of protection or these companies has concluded appropriate contractual arrangements, or the transfer of these personal data is strictly casual and necessary for the performance of the Contract.

##### 11.2.3 Conditions of the processing

JOIN Experience commits to process these data according to the applicable Luxembourgish or European legal and regulatory requirements. JOIN Experience guarantees that its representatives, agents or subcontractors are obliged to comply with these legal and regulatory obligations and that they only have access to the data which is strictly necessary in order to perform their service.

##### 11.2.4 Purpose of the processing

The Client authorises JOIN Experience and its representatives, agents or subcontractors to process the aforementioned data in order to perform and bill the Services. The data may be processed for market research purposes or in order to check the quality of the Services, which the Client accepts. The Client also agrees that its personal data relating to his Contract and to any dispute between the Client and JOIN Experience, its representatives, agents or subcontractors and particularly, those relating to Communications may be submitted to the courts or arbitrators..



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Subject to obtaining express consent from the Client when they submit their Application Request or during the performance of the Contract, JOIN Experience may use the personal data for direct marketing purposes or to provide information about the Services and special offers.

The Client is advised that JOIN Experience is obliged, by virtue of legal and regulatory obligations, to communicate data on traffic and location to the competent authorities that request it.

## 11.2.5 Storing of the data

The data are stored for the period which is strictly necessary in order for them to be processed. The data exclusively processed for commercial promotion and direct marketing purposes are stored for a duration of two (2) years as of the termination of the business relationship with the Client. They are then deleted or made anonymous.

## 11.2.6 Right to access, correct and oppose the processing of personal data

The Client has the right to access, correct and oppose the processing of their personal data, which they may exercise by sending a request in writing to JOIN Experience by post or e-mail to the Client Service Department, or by contacting the assistance service directly via telephone. The company's contact details are indicated in Article 22 of this Contract.

## 11.2.7 Recording telephone conversations - Client Service Department

The Client agrees that their telephone conversations with the Client Service Department may be recorded, for reasons of quality control, proof and/or for training service providers. The Client will have the opportunity to refuse this recording each time they call the Client Service Department.

Recordings will be destroyed within a reasonable period, which may be longer than two months.

## 11.3 Universal directory

If the Client desires, he can be listed in the directory which JOIN Experience is obliged to compile, in conformity with the applicable legal and regulatory obligations. The Client may ask for this information to be withdrawn or amended at any time.

## 11.4 Open Internet access

### 11.4.1 Client's rights

Without prejudice to the applicable rules related to the lawfulness of the content, JOIN Experience guarantees particularly to the Clients the right to :

- access and disclose any kind of data;
- use and provide applications and services,
- use any Equipment freely chosen to access to the Services.

irrespective of the Client's location, or the location, origin or destination of the data.

The Client may, depending on tariff plan, select a certain volume of data and/or speed, as described in the Commercial Documents of JOIN Experience, without prejudice to the provisions of Articles 11.4.2 and 11.4.3 below.

### 11.4.2 Traffic management measures

In some cases, JOIN Experience shall take reasonable traffic management measures. These measures shall be transparent, non-discriminatory and proportionate, and shall be based on objectively different technical quality of service requirements of specific categories of traffic. The measures are described in the document called "Quality of Internet access Services" which is made available to the Client prior to the conclusion of his Contract, in any points of sale or on the website: [www.joinexperience.com](http://www.joinexperience.com).

JOIN Experience may implement in the restrictive cases described below, as necessary and only for as long as necessary, traffic management measures, which may in particular block or slow down the access to Internet Services:

- in order to comply with the Law and the Regulations and/or with a court order or a decision of an administrative authority;

- to preserve the integrity and security of the network, of services provided via that network and of the terminal equipment of end-users;

- to prevent impending network congestion and mitigate the effects of exceptional or temporary network congestion, provided that equivalent categories of traffic are treated equally.

These traffic management measures may have an impact on the Internet Services quality, as announced in the Commercial Documents and/or on the website: [www.joinexperience.com](http://www.joinexperience.com), according to the explanations mentioned in the document "Quality of Internet access Services".

The implementation of traffic management measures may imply the processing of personal data in accordance with the provisions of Article 11.2 above. The data processed are the personal data or electronic identification (for example: name, first name, connection time). This processing shall be necessary and proportionate in relation to the purpose of traffic management and respect the applicable laws and regulations on data protection and privacy.

### 11.4.3 Transmission speed

The mobile transmission speed of the data traffic depends on the tariff and, where relevant, on the Options subscribed by the Client. However, it shall be highlighted that the active transmission speed of this traffic depends on the overall traffic generated on the mobile network and its territorial coverage. Therefore, the maximum data speed indicated in the Commercial Documents may not be guaranteed in all circumstances. The level of quality applicable to the traffic transmission constitutes an obligation of best endeavours on the part of JOIN Experience, without prejudice to the measures that JOIN Experience may take, according to Article 11.4.2 above.

### 11.4.4 Remedies in the event of continuous or regularly recurring discrepancy

Any continuous or regularly recurring discrepancy between the actual performance of the Internet Access Service and the performance indicated in the Commercial Documents allows the Client to submit a complaint to the Client Service of JOIN Experience, according to Article 22.1. JOIN Experience undertakes to handle the complaint as soon as possible, depending on the complexity of the issue.

If such a discrepancy attributable to JOIN Experience was proved, the Client may claim the application of the legal protection provisions.

## 11.5 International calls/Roaming

Depending on his tariff plan and his Options, the Client may make phone call from Luxembourg to a foreign network or make and receive phone call from a foreign country in roaming.

According to the chosen tariff plan, the Client may make Communications in roaming in a country located in the European Union or in the European Economic Area, without additional costs compared to a national Communication. This similar pricing to the national pricing ("Roam Like At Home" or "RLAH") applies to :

- phone calls made or received;
- SMS sent;
- data used.

However, JOIN Experience applies a Fair Use Policy for roaming Mobile Services.

The list of the concerned country is published on the website: [www.joinexperience.com](http://www.joinexperience.com) as well as the applicable tariff to Communications and the Fair Use Policy.

Depending on the country where the Client is located, the SIM card automatically connect or not to a partner network of JOIN Experience. The Client may manually choose the network of his choice as long as JOIN Experience has concluded a roaming agreement with Third Party Operator of the country.

If the Client has subscribed to a specific Option allowing him to benefit from a preferential pricing with one of the roaming partners of JOIN Experience, the Client must choose the useful network as soon as he comes into the country. The access and the coverage of the network are entirely dependent on Third Party Operator of the country whose the network is used.

Besides, the Client is advised that the Equipment may automatically connect to Internet and may download some roaming data in an uncontrolled manner. The Client may stop such uncontrolled download by following the instructions available on the website: [www.joinexperience.com](http://www.joinexperience.com).

JOIN Experience send a warning as soon as the Client using the Mobile Service while roaming roaming has consumed up to 80% of a financial ceiling of 50,00 € excluding VAT, according to a monthly billing period. The access to Mobile Service with access to roaming would automatically be stopped once the financial ceiling will be reach, unless expressly requested by the Beneficiary. According to his express request, the Beneficiary may decide to waive his right to receive the warning and has the right to obtain the reinstatement of this service at any time and without additional charge.

## Article 12. JOIN Experience's responsibility

### 12.1 Direct damages

JOIN Experience may only be held responsible for direct damages incurred by the Client following gross negligence or wilful misconduct.

### 12.2 Exclusion of responsibility concerning the operation of the Services

JOIN Experience may not be held responsible in the event of direct or indirect damages, incurred due to a disruption or interruption of the Services due to external factors and/or caused by the Client, including (non-exhaustive list):

- any total or partial dysfunction in the Service due to force majeure within the meaning of case law,
- the disruption of radio signals by an external source or obstructions due to buildings, vegetation or relief,
- any total or partial disruption and/or unavailability and/or interruption of all or part of the Services offered on the GSM/GPRS radiotelephony networks provided and operated by third-party Operators, including the party providing national roaming,
- any misuse of the networks, Equipment and Services by the Client or their correspondents in breach of the provisions of Article 13.2.
- the malfunction of the Client's Equipment not provided by JOIN Experience,
- any decision by the governmental or legal authorities, the 'Institut Luxembourgeois de Régulation' (the Luxembourg regulator) or by any public authority involving a suspension or disruption of the Services, except in the case where this decision is due to negligence by JOIN Experience,
- the withdrawal or refusal to renew licences or permits required to operate the Services or any other public decision preventing the operation of the Services by JOIN Experience,
- the act of a third party not contractually bound to JOIN Experience.

### 12.3 Exclusions of responsibility regarding the use of the Services

JOIN Experience is not responsible, under any circumstances, for:

- the content of messages and Communications exchanged in the context of the Services,
- any transactions concluded by the Client with third parties by means of the Services, in particular regarding the use of Value Added Services, whether this concerns their content, price or billing,
- indirect and/or consequential damages incurred by the Client while using the Services, which refers to the damages whose direct cause is irrelevant to JOIN Experience's contractual default.

## Article 13. Client's Obligations

### 13.1 Payment

The Client must make the payment according to the methods set out in Article 15.

### 13.2 Rules of good conduct

#### 13.2.1 General obligation

The Client commits to use the Services in a prudent and responsible manner and exclusively for their personal use, in accordance with the Contract, the law and applicable regulations.

The Client must immediately inform JOIN Experience of any changes to their identification data (particularly when changing their bank account details)..

#### 13.2.2 Use of the SIM card

A SIM card is given to the Client in order to use the Mobile Services. This card shall remain the exclusive property of JOIN Experience who can at any time replace it for technical reasons and/or for improving the Services. In this case, the Client shall destroy the SIM card at the reception of the new one.

The Client is responsible for the use and safekeeping of the SIM Card. The card may not be transferred or lent to a third party, except with the agreement of the Parties. It must not be damaged or destroyed.

Any fraudulent use of the SIM card is prohibited. SIM cards are exclusively intended for use in individual telecommunication devices. It is strictly forbidden to use a SIM card in a 'Simbox', 'GSM gateway' or similar device. The Client may not reproduce the SIM card's technical identification data.

If the Client does reproduce this data, JOIN Experience may, without being liable for any compensation, suspend or interrupt the Services related to the use of the SIM card, in accordance with Article 17.1.

If the SIM card is lost or stolen, the Client must immediately ask JOIN Experience to suspend the Services, in order to prevent misuse of the card by a third party. The Client may do this by telephone by calling the Client Service Department, or via any other appropriate method which JOIN Experience makes available to the Client. The card will be blocked by JOIN Experience within 24 hours at the latest. The Client remains responsible for the use of the SIM card and liable for the Communications made and subscription fees due before the expiry of this 24-hour time limit. The Client will be given a new SIM card in return for a fee, in accordance with the applicable Price List.

The Client commits to lodge a complaint with the police or the Gendarmerie and must provide JOIN Experience with the statement references on request.

#### 13.2.3 Conditions regarding the Equipment

The Client agrees to use approved Equipment in perfect working order for the use of the Services. JOIN Experience may ask the Client to present their Equipment.

The Equipment may not be used for purposes other than those which could reasonably be expected in view of the Technical Instructions (for example: use of a mobile telephone as a baby monitor, use of the Equipment connected to a device that may disrupt the networks).

JOIN Experience reserves the right to block any Equipment which has been declared stolen.

#### Article 13.2.4 Conditions regarding the use of the Services

##### 13.2.4.1 Personal Use

The Services are exclusively intended for personal use. The Client may not transfer, rent out or resell the Services to third parties. In particular, they may not allow third parties to access the network provided by JOIN Experience in return for the payment of a financial contribution.

##### 13.2.4.2 Non-excessive use

In any event, excessive use of the Services shall be considered as dishonest and fraudulent, and may give rise to the suspension or termination of the Services by JOIN Experience, without compensation or notice, for imperative security reasons (cf. Article 17.1).

For example, the following uses (non-exhaustive list) are considered excessive:

- telephone Communications exceeding six hours per day and/or 30 hours per week
- regular telephone Communications exceeding a period of three uninterrupted hours or by means of conversations which continue immediately after an interruption
- over 350 SMS (text messages) sent per day or 4,000 SMS sent per month

The Client is advised that use of the JOIN Experience Mobile Internet Service cannot replace a permanent fixed line and cannot offer the same Services.



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Consequently, the Client agrees to behave reasonably when accessing and communicating on the JOIN Experience mobile network, as any continuous use may potentially disturb other Clients.

JOIN Experience reserves the right to perform micro-cuts if the session exceeds six consecutive hours of connection and to suspend the Services if, following this micro-cut, the connection is uninterrupted for 24 hours.

## Article 14. The Client's responsibility

The Client must compensate JOIN Experience for any direct damage they may cause by not fulfilling the obligations arising from the Contract. Furthermore, the Client commits to refund JOIN Experience for any compensation that JOIN Experience had to pay to a third party due to direct damage caused by the Client.

## Article 15. Payment

### 15.1 Prices

In return for the Services offered by JOIN Experience, the Client is obliged to pay subscription fees and/or to pay for the Communications due according to the applicable Price List.

The Client recognizes and accepts that the monthly credit of communication allocated to him that is not entirely consumed is not carried over to the following month.

VAT is billed at the applicable rate when the bill is issued. JOIN Experience reserves its right to change the prices once a year, in the event of an increase in the consumer price index.

With the exception of the hypothesis mentioned in the paragraph above, price changes are subject to the procedure indicated in Article 17.2.2.

### 15.2 Billing

The Client receives a monthly bill on paper or electronically, according to the choice made when submitting the Subscription Application or during the performance of the Contract. The bill mentions the period within which the due amounts must be paid by the Client, or, if not specifically mentioned, the bill must be paid in the 15 days following his sending.

The first monthly payment is calculated on the basis of the proportionate amount from the conclusion of the Contract to the expiry of the billing cycle.

### 15.3 Dispute

If the Client wishes to dispute the amount billed, they must address a written request within two months after the bill is issued, to JOIN Experience's Client Service Department, which will respond as quickly as possible. The complaint must be precise and substantiated. This complaint procedure does not exempt the Client from their obligation to pay the undisputed portion of the bill.

The Client is advised that they are liable for all the fees and charges related to the use of the SIM card, including when the SIM card has been used by a third party in breach of this Contract or if the card is lost or stolen, until the effective cut-off date of the Services in response to the declaration made by the Client to the Client Service Department, in accordance with Article 13.2.2.

### 15.4 Payment method

As a rule, bills must be paid via direct debit. If payment is not made in this way, administrative fees shall be due, in accordance with the Price List and Article 6. The Client shall bring payments to JOIN Experience, and payments shall be made at JOIN Experience's headquarters.

### 15.5 Late payment

In the event of late payment, JOIN Experience shall bill the Client late payment interest, in accordance with the applicable legislation and regulations, and in particular with the amended law of 18 April 2004 on payment deadlines and late payment interest.

Moreover, JOIN Experience reserves the right to require the payment of a guarantee or to request an advance on the Client's use of the Service.

In the event of persistent late payment or non-payment, JOIN Experience may suspend the Services, pursuant to the procedure described in Article 16.1 below.

### 15.6 Recovering debts

In the event of late payment or a payment incident, administrative fees incurred in order to recover the debts may be billed to the Client, in accordance with the Price List (list of the administrative charges) published among others on the website [www.joinexperience.com](http://www.joinexperience.com). The first reminder is billed at €6 inclusive of all taxes.

## Article 16. Contract amendment

### 16.1 Amendment by JOIN Experience

In principle, the Contract cannot be amended unilaterally by JOIN Experience.

By way of exception to the above paragraph, JOIN Experience is authorized to amend the Contract, according to any applicable legal requirement (in particular in case of legislative or regulatory amendments) or upon request of an administrative, governmental or judiciary authority. One month before the entry into force of the modification, JOIN Experience will advise the Client. The Client is not entitled to any compensation, save as otherwise provided.

### 16.2 Modification by the Client

Subject to the agreement of JOIN Experience, the Client has the possibility to change his tariff plan during the contractual period. Unless otherwise stated, this change entails reimbursement of any benefit received (for example, in case of promotion or special action).

## IV. END OF THE CONTRACT

### Article 17. Termination / Suspension

#### 17.1 Termination or suspension of the Services by JOIN Experience

The Contract may be suspended or terminated by JOIN Experience after notifying the Client, under the conditions detailed below:

- late payment or non-payment,
- established fraud,
- use of the Services in a way that does not comply with the conditions set by the Contract or the applicable legislation or regulations (cf. in particular Article 13.2),
- and any total or partial non-performance of the Contract obligations,
- bankruptcy, controlled management, if the Client decides to liquidate or dissolve their company, if there is a suspension of payment procedure, if they have entered into an arrangement with creditors or proceedings under national or foreign law with an equivalent or similar nature or effect.

Before any suspension or termination of the Services, JOIN Experience undertakes, except when this is impossible due to imperative security reasons, to inform the Client of the reason for the suspension or termination of the Contract in writing, allowing them to resolve the situation within a period of no longer than 5 calendar days from receipt of the notification. If the breaches that are noted are not resolved within the required time limit, JOIN Experience may terminate the Contract by observing a notice period of 15 calendar days. In some cases, JOIN Experience may introduce the provision of a reduced Service enabling the Client to receive free incoming calls and to call the emergency services.

In the event of suspension of the Services at the exclusive fault of the Client, JOIN Experience reserves the right to invoice the Client account management fees in the amount of 25 Euros-including taxes- per month, per suspended line, for the entire duration of the suspension. These charges are intended to compensate the costs incurred by JOIN Experience for holding the line, which includes without limitation, numbering resources, licenses, network systems and customer management systems. If it turns out that the suspension was not justified (the Client was not or not any more in payment default), he may claim reimbursement of the management fees unduly invoiced, by submitting a written request to the Client Service Department, accompanied by any supporting documentation that may be necessary.

#### 17.2 Contract terminated by the Client

##### 17.2.1 Termination without reason

In case of termination before the end of the minimum commitment period without legitimate reason, the Client shall pay a compensation calculated as follows:

- if termination occurs before the 12<sup>th</sup> month: the totality of the monthly falling due amounts until the 12<sup>th</sup> month are due entirely and in addition, the Client must pay 60% of the falling due amounts from the 13<sup>th</sup> month until the end of the minimum commitment period.
- If termination occurs after the 12<sup>th</sup> month: the Client must pay 60% of the falling due amounts from the 13<sup>th</sup> month until the end of the minimum commitment period.

Unless otherwise stated, if the Client has taken advantage of a benefit granted subject to a minimum duration commitment, he shall, in the event of an early termination of the Contract, reimburse the benefit unduly obtained.

Unless terminated one (1) month prior to the expiration of the minimum commitment period, the Contract shall be tacitly extended for an indefinite term. The Client has the right to terminate the Contract during the unlimited period provided that one (1) month notice is observed.

In case of purchase of a Product with instalment payments, the Client shall also pay the outstanding amount as indicated in the Amortization Table.

All due amounts in case of termination are detailed in the Price List.

It is agreed that the provisions of this article are applicable in case of Outgoing Portability.

#### 17.2.2 Termination in the event of a Contract amendment

In case of an unilateral amendment of the Contract by JOIN Experience (except for cases mentioned in article 16.1 paragraph 2 and except of an increase in the consumer price index), the Client may terminate the Contract without penalty, at the latest one (1) month following the date the amendment was notified. The Contract will be considered terminated as from the entry into force of the amendments. If there is no termination within the above mentioned period, the amended Contract shall be automatically applicable and shall replace the present Contract.

In case a Product is bought with an instalment plan, the Client shall also pay the outstanding amount indicated in the Amortization Table.

#### 17.2.3 Termination with a legitimate reason

If there is a legitimate reason, the Client may seek the early termination of their Contract, provided they back up this request with supporting documents sent via registered letter with acknowledgement of receipt.

The following are considered as a legitimate reason:

- The Client moves abroad for a long period,
- Illness or disability make it impossible for the Client to use the Services,
- Force majeure within the meaning of case law,
- Death of the Client,
- The Client has run up large debts, within the meaning of legislation and the applicable regulations,
- The Client is undergoing bankruptcy proceedings or judicial liquidation,
- The Client moves to an area where the Services are not accessible.

The termination shall be effective as of the date the supporting documents are received.

#### 17.2.4 Effects

The Client must pay for the subscription fees and/or the Communications made up until the effective termination date of the Contract.

#### Article 18. Transferring the Contract

##### 18.1 Transfer by JOIN Experience

JOIN Experience may fully or partially transfer its rights and obligations arising from the Contract to a third party, without this transfer entailing any amendments to the Contract, and after the Client has been informed in writing. However, if the Contract is changed by the transferee, the Client may terminate the Contract under the conditions outlined in Article 16.2.

##### 18.2 Transfer by the Client

The Client may transfer this Contract by signing a subscription transfer Contract with the transferee. The transferee shall be required to comply with these General Terms and Conditions and any other conditions of the assignor's Contract.

## V. FINAL PROVISIONS

### Article 19. Partial invalidity

The nullity or invalidity of one of the clauses in the Contract does not affect the validity of the rest of the Contract.

### Article 20. Waiver

The fact that one of the parties has not taken action against a breach of obligations by the other party regarding any of the obligations referred to in this Contract shall not be interpreted in the future as a waiver in respect of the obligation in question.

### Article 21. Convention of proof

The Client accepts the validity and evidential value of faxes and email messages which are exchanged with the Operator during their contractual relation. Call tickets, summarizing the calls made by the Client and their reproductions on microfiches, optical disks, magnetic disks, magnetic tapes stored by JOIN Experience, can be as well put forward as proofs against the Client.

### Article 22. Language of the Contract - Applicable law - Dispute

The initial language of the Contract is French. Translations of the Contract are only for information purpose. In case of discrepancies between texts, the French version shall prevail.

This Contract is subject to the application of Luxembourg law.

#### 22.1 Out-of-court settlement

In the event of a complaint, the Client may contact the JOIN Experience Client Service Department:

JOIN Experience S.A  
Service Clients (Client Service Department)  
11, rue de Bitbourg  
L-1273 Luxembourg  
Telephone:  
From a JOIN mobile telephone: 9009  
From other telephones: +352 671 00 9009  
E-mail address:

- Via contact form available on : [www.joinexperience.com/contact-us](http://www.joinexperience.com/contact-us)

Self-Care Portal: [www.joinexperience.com](http://www.joinexperience.com)

The applicable prices to contact the Client Service are mentioned in the Administrative Price List. In case of delay within the processing of the complaint, the Client may contact the Client Service in order to track the status of the complaint.

Any progress or resolution of the complaint shall be notified by e-mail sent to the Client to the e-mail address mentioned on his Contract.

If the Client is not satisfied with the response given, they may submit their case to the Mediation or Non-judicial Dispute Settlement service appointed by the competent authorities in accordance with the provisions of Regulation 205/16/ILR of 25 April 2016 establishing the mediation procedure for electronic communications.

If the Client has concluded his Contract online, he may submit a complaint to ODR platform. An electronic link which directs the Client to the ODR platform is available on JOIN Experience website: [www.joinexperience.com](http://www.joinexperience.com).

#### 22.2 Jurisdiction

Any dispute concerning the existence, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of Luxembourg City.