

GENERAL CONDITIONS OF SUBSCRIPTION FOR MOBILE AND FIXED SERVICES (INTERNET and VoIP)

These **GENERAL CONDITIONS OF SUBSCRIPTION** are intended for private customers acting as such, outside any professional activity. Professionals wishing to benefit from DAUPHIN TELECOM's services and subscribe to a commercial offer are invited to refer to the General Conditions intended for professionals.

DAUPHIN TELECOM - Société by Actions Simplifiée - 419 964 010 R.C.S. BASSE-TERRE - 12 RUE DE LA REPUBLIQUE MARIGOT - 97150 ST MARTIN - 0801 100 555 - info@dauphintelecom.com

1. OBJECT

The present General Conditions aim at defining the conditions in which the Customer will be able to subscribe to the Services and the conditions in which the Services will be provided to the Customer by DAUPHIN TELECOM.

2. DEFINITIONS

"Customer": means the natural person of legal age residing in the Covered Areas at the address provided in the Subscription Agreement, holding the Agreement and having entered into it for the needs of his personal and private use.

"General Conditions" : means this document.

"Special Conditions" : means the conditions specifically applicable to a given Service and which supplement these General Conditions for that Service.

"Contract": refers to the contractual set of documents listed in the article "Contractual Documents" of these General Terms and Conditions.

"Subscription Contract": means the document signed by the Customer formalizing the agreement of the Parties for the provision of Service(s).

"Equipment": means any hardware or software made available to the Customer by DAUPHIN TELECOM in order to access the Service (notably SIM card, router,...).

"Party" and "Parties": refer to either the Customer or DAUPHIN TELECOM or both collectively.

"Service " : means any service provided to the Customer by DAUPHIN TELECOM in application of a Subscription Contract.

"Covered Zones " : means the geographical zones within which the Services are technically available and commercialized by DAUPHIN TELECOM.

3. CONTRACTUAL DOCUMENTS

3.1 General

The General Terms and Conditions apply to the provision of all Services to individuals. They are, where applicable, supplemented by the

Special Conditions applicable to the Service subscribed by the Customer pursuant to a Subscription Contract. The following documents, listed in descending order of priority, constitute the Contract:

- the present General Conditions,
- the Special Conditions,

-the Subscription Contract(s).

In the event of contradiction or difficulty of interpretation between the stipulations contained in the various contractual documents, those appearing in the document of higher rank shall prevail.

3.2 Subscription Agreement

The subscription or modification of a Service gives rise to the signature of a Subscription Contract for an indefinite period, if applicable, with a minimum commitment period.

4. CONTRACT SUBSCRIPTION

4.1. Subscription to the Service

The Customer provides the following supporting documents to DAUPHIN TELECOM at the time of signing the Subscription Contract:

-A bank statement with, if necessary, a direct debit authorization

-An original valid identity document (national identity card issued by the French State or European Union identity card or passport or resident card issued by the French State or residence permit issued by the French State or travel permit issued by the French State)

The customer commits to inform DAUPHIN TELECOM of any modification of this information within 15 days. The customer is the only one responsible for the data he communicates to DAUPHIN TELECOM

4.2. Remote or off-premises subscription to the Service

In case of remote or off-premises subscription to the Service, the Customer shall send DAUPHIN TELECOM a copy of the documents mentioned in 4.1 within 10 days following the date of subscription to the Service. In the absence of reception of these supporting documents within the 10 days deadline, DAUPHIN TELECOM may suspend the Contract, in accordance with article 15.

In application of the provisions of the Consumer Code, the Customer having subscribed remotely or off-premises has the right to withdraw from the Contract without giving any reason within a period of fourteen days after the day of its conclusion.

To exercise the right of withdrawal, the Customer must notify DAUPHIN TELECOM - 12, rue de la République - Marigot- 97150 SAINT MARTIN - info@dauphintelecom.com of his decision to withdraw from the Contract by means of an unambiguous statement (e.g. letter sent by post or e-mail). To this end, the Customer may use the model withdrawal form provided by DAUPHIN TELECOM.

In order for the withdrawal period to be respected, it is sufficient that the Customer transmits his decision to withdraw from the Contract before the expiration of the withdrawal period.

In case of retraction exercised in the aforementioned conditions, DAUPHIN TELECOM will proceed to the reimbursement of all the payments received, including the delivery costs (except for the additional costs resulting from the choice of the Customer of a delivery method other than the less expensive standard delivery method proposed by DAUPHIN TELECOM) without excessive delay and, in any case, at the latest fourteen days after the Customer has informed DAUPHIN TELECOM of his decision to retract from the Contract. The reimbursement will be made according to the same means of payment as the one used for the initial transaction, except if the Customer expressly agrees on a different means. In any event, this refund shall not incur any costs for the Customer.

In the event that Equipment has been made available to the Customer, it must be sent back or returned to the following address DAUPHIN TELECOM - 12, rue de la République - Marigot-97150 SAINT MARTIN without excessive delay and, in any case, at the latest fourteen days after the Customer has informed DAUPHIN TELECOM of his decision to withdraw from the Contract. This deadline shall be deemed to have been met if the Equipment is returned before the expiry of the fourteen-day period.

The Customer shall bear the direct costs of returning the goods.

The Customer shall only be liable for the depreciation of the Equipment resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of such Equipment.

If the Customer has asked to start the supply of the Services before the expiration of the withdrawal period, the Customer will have to pay an amount proportional to what has been supplied to him until the moment he has informed DAUPHIN TELECOM of his withdrawal from the Contract, in relation to the whole of the Services provided for by the Contract.

5 DURATION, MODIFICATION AND EFFECTIVE DATE OF THE GENERAL CONDITIONS

The General Conditions take effect as from the signature by the Customer of the first Subscription Contract and remain in force until the end of the last Subscription Contract.

The General Conditions and, more widely, the contractual conditions in force between DAUPHIN TELECOM and the Customer may be modified by DAUPHIN TELECOM in order to integrate any evolution that would be imposed to DAUPHIN TELECOM for the supply of the Services. In such a situation, DAUPHIN TELECOM will notify the Customer of the modified documents at least one month before they come into force. Insofar as these modifications only concern the conformity of the contractual documents, they will not give the Client the right to terminate. Nor shall the Customer be entitled to demand the application of the original conditions until the end of the contractual term.

6 PREREQUISITES FOR THE PROVISION OF SERVICES

6.1 Equipment and materials

To access the Services, the Customer must have (i) the Equipment made available by DAUPHIN TELECOM for the use of the Services and (ii) compatible equipment.

6.2 Preconditions for the supply of the fixed service on optical fiber support

6.2.1 Eligibility for the fixed fiber optic service

In order to be eligible for the fixed fiber optic service, the Customer's home must (i) be located in an Activity Zone covered by a fiber optic network connected to the DAUPHIN TELECOM network, (ii) be connected or connectable to this fiber optic network and (iii) have compatible equipment.

6.2.2 Connection

If the Customer's home is located in a Covered Area with a fiber optic network connected to DAUPHIN TELECOM's network but is not connected to this fiber optic network, DAUPHIN TELECOM performs a feasibility study to determine if it is connectable. This study being based on theoretical elements, the connection operations may identify technical impossibilities of connection. In this case, the Customer may terminate the Subscription Contract without charge. Any connection will require entering the Customer's home through whenever possible, the technical ducts and passages used to install the fiber to the optical terminal installed inside the Customer's home.

If the Customer's home is part of a condominium, its connection requires first obtaining the agreement of the owners to install the optical fiber within the condominium.

If the Customer's home is an individual dwelling, DAUPHIN TELECOM will identify, during its feasibility study, the connection solutions that it will propose to the Customer (aerial or underground connection).

If the connection is made underground on the Customer's property, an underground adduction in the private domain may be necessary. In this case, DAUPHIN TELECOM will inform the Customer who will make this ducting available to him.

DAUPHIN TELECOM will contact the Customer in order to make an appointment to proceed with the connection of his home during working days and hours, from Monday to Friday from 8:30 am to 12:30 pm and from 2 pm to 5:30 pm. As part of the home connection service, DAUPHIN TELECOM will install an Optical Terminal Outlet (OTO) and the fiber optic box (ONT/router and the TV box).

6.2.3 Installation

In all cases, Dauphin Telecom shall install the terminal equipment provided to access the Fixed-line Service. The installation service consists of assistance with the installation of the fibre optic terminal on the one hand, and of the equipment that the Customer must have in order to be able to take advantage of the offer. The ONT/router box and the TV box will be given to the Customer during the installation service. The technician will check that the connection is working properly using his service computer. This service will be invoiced in accordance with the tariff brochure. The subscription to the fixed service on optical fiber support with DAUPHIN TELECOM entails the automatic cancellation of any service previously subscribed by the Customer on the same optical fiber line and in force on the day of the installation by DAUPHIN TELECOM. For this purpose, the Customer gives a mandate to DAUPHIN TELECOM to act in his name and on his behalf, in order to terminate the possible services provided by a third party operator on the concerned fiber optic line.

6.3 Preconditions for the supply of the fixed service on xDSL support

In order to be eligible for the fixed service on xDSL support, the Customer's home must (i) be located in a covered area unbundled by DAUPHIN TELECOM, (ii)

have an analog telephone line (support line), isolated, technically compatible and meeting the characteristics of the xDSL technologies used by DAUPHIN TELECOM and (iii) have compatible equipment.

The fixed service on xDSL support allows the routing of the Services in ADSL or VDSL, according to the offer chosen by the Customer in the Subscription Contract.

The subscription to the fixed Service on xDSL support with DAUPHIN TELECOM entails the automatic cancellation of any service previously subscribed by the Customer on the same line and in force on the day of the activation by DAUPHIN TELECOM. For this purpose, the Customer gives a mandate to DAUPHIN TELECOM to act in his name and on his behalf, in order to terminate the eventual services provided by a third party operator on the concerned telephone line.

6.2.3 Installation

6.4 Preconditions for the provision of the Mobile Service

To be able to subscribe to a Mobile Service, the Customer must be domiciled in the Northern Islands (Saint-Martin and Saint-Barthélemy).

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7 DESCRIPTION OF SERVICES

The mobile and/or fixed Services are subscribed to primarily by the Customer. Complementary or optional content services may be added to these Services and require the subscription of specific options. The subscription to the Services can be done in a DAUPHIN TELECOM point of sale, off-premises or, when expressly provided for, by telephone.

7.1 Fixed Services

7.1.1 Internet

The Internet Service consists in the provision of access to the Internet network on xDSL or optical fiber. The Internet Service includes the following services:

User ID: All elements allowing the Customer to identify himself and to connect to the Internet are personal and confidential. These elements are understood, in accordance with the present, by identifiers: in particular the identifier and the confidential code allowing the connection to the Internet access Service as well as the identifier and confidential code allowing the access to the electronic messaging system (hereinafter "the identifiers"). The Customer undertakes to keep his identifiers secret and not to disclose them in any form whatsoever. In case of loss of one of the identifiers by the Customer, the latter will immediately inform DAUPHIN TELECOM by any means. DAUPHIN TELECOM

will proceed immediately to their cancellation. The Customer's responsibility, as for the use of the identifiers, will be released towards DAUPHIN TELECOM as soon as the latter receives this information. The new identifiers will be transmitted to the Customer upon presentation of his identity papers in the agency. As soon as the new identifiers are attributed, any new use made from one of the Customer's identifiers will be deemed to be made by the Customer himself. The Customer has, according to his Router equipment, the faculty to share his connection from his identifier in the framework of a strictly personal and private use. The use of the equipment is limited to the interior of a building, to a private use (domestic use), excluding a public use.

Throughput: The different asymmetric throughputs available to the Customer depend on the nature of the Customer's connection and are specified in Article 11. The downstream flow corresponds to the flow capacity towards the Customer and the upstream flow corresponds to the flow capacity from the Customer.

E-mail address : DAUPHIN TELECOM provides the Customer with an electronic mailbox and an e-mail address.

7.1.2 Telephony

Assigned phone number : The telephony service includes the allocation of a telephone number such as 05 9X XX XX XX. This number is temporarily assigned to the Customer who can neither transfer it nor protect it by an intellectual or industrial property right. DAUPHIN TELECOM may, for regulatory reasons, modify this number.

Directory : When subscribing to the Telephone Service, the Customer is registered in the database of DAUPHIN TELECOM telephone service subscribers. This database, subject to the rights expressed by the Customer as regards the protection of his personal data, is made available to telephone information providers and publishers of printed and electronic directories who request it, for publication purposes under their responsibility and according to their own editorial rules. The Customer's personal data may be transferred to a country outside the European Union when the database is made available to foreign directory enquiry providers or directory publishers located outside the EU.

The Customer, as the owner of the line, guarantees to DAUPHIN TELECOM the accuracy of all the information provided in view of his registrations and/or those of the users designated in the database.

database of the subscribers to the DAUPHIN TELECOM telephony service and remains solely responsible for this information for which he will have provided all the agreements and proofs requested.

In application of article L.223-2 of the French Consumer Code, the Customer has the right to register on the opposition list to telephone canvassing. The Customer may exercise this right at any time and free of charge. In the absence of express opposition from the Customer, their publication is automatic. The Customer may also oppose or limit the publication criteria concerning his data at any time and free of charge.

Thus, the Customer can oppose :

- to the complete address of his residence appearing on the directories and information services except in the case of a professional address (partial address list);
- that reference be made to his or her gender, provided there is no homonymy (initial first name list);
- to have his personal data used in direct prospecting operations, with the exception of operations concerning the supply of the Service and pertaining to the contractual relationship between the Customer and DAUPHIN TELECOM (anti-prospecting list);
- or to appear in lists allowing the reverse search of his identity from his telephone number (anti-reverse search list). The Customer has the right to access, rectify, modify and delete his data. The Customer can exercise these rights by contacting DAUPHIN TELECOM's Customer Service.

Telephone by Internet : This service allows the Customer to use his Internet connection to make telephone calls by connecting his compatible telephone directly to his Equipment (Box). In order to use the Internet telephony service, the Customer must have a compatible terminal connected to the Equipment. The use of the Internet telephony service is interrupted when the Internet connection is cut off. In order to use the Internet telephony service again, the Customer must wait until the Internet connection is re-established. The Customer acknowledges that he/she has been informed that the "Internet phone" service is incompatible with data type services (fax...).

Communications included: Calls are unlimited to the fixed and mobile destinations listed in the tariff brochure according to the offer subscribed by the Customer in the Subscription Contract, within the limit of abusive use.

Misuse: The following constitute cases of misuse of the phone service

- use of the Phone Service for purposes other than personal and family use (in particular for commercial purposes or, for example, sharing telephone access with persons outside the household, use of the service for professional purposes);
 - the use of the phone service as a gateway for the redirection of communications, whether free of charge or for a fee
- the uninterrupted use of the phone service, in particular through automatic and continuous dialing of numbers on the line;
- the mass sending of messages, whether automated or not, for any purpose whatsoever, provided that such sending has the effect of disrupting the network;
 - the transfer or resale, in whole or in part, of the phone service;
 - misuse of the phone service for services accessible from voice servers or the Internet (such as for example to games, chat, charm services, etc.) that can be accessed via a geographic or mobile number and, more generally, use of the phone service for any service platform that receives direct or indirect remuneration due to the duration of the calls made by the Customer

- the use of the telephony service for more than 130 hours per month or generating a consumption of communications exceeding 24 hours per day.

Limitations: In the context of offers that include unlimited communications, these are authorized within the limit of 102 different correspondents per month and 50 hours/month. The following costs are not included in the unlimited communications and are invoiced in addition in accordance with the tariff brochure applicable to the offer subscribed to by the Customer:

- calls to special numbers, calls to national and international special services and satellite numbers accessible via special dialing or subject to specific pricing (special services, information...),
- calls to destinations not included in the subscribed offer.

7.2 Mobile Services

The mobile Services allow the Customer to send and receive communications (calls, SMS) and, if necessary, to access the mobile Internet via the mobile network of DAUPHIN TELECOM.

DAUPHIN TELECOM sells to the Customer a SIM card,

to which is associated a cell phone number of the type 06 90 XX XX XX. This number is temporarily attributed to the Customer who can neither transfer it nor protect it by an intellectual or industrial property right. DAUPHIN TELECOM may, for regulatory reasons, modify this number. A PIN code is assigned to each SIM card. This code can be modified by the Customer. The composition of 3 successive erroneous PIN codes leads to the blocking of the SIM card. It can be unlocked by activating the unlocking code (PUK code).

The Customer commits himself to inform DAUPHIN TELECOM without delay of the loss or theft of the SIM card.

8 EQUIPMENT

The present article concerns only the Equipment made available to the Customer within the framework of the provision of the Services. It does not concern the Equipment sold to the Customer by DAUPHIN TELECOM.

The Customer commits himself not to modify the connection of the Equipment, not to move it out of the place where it was delivered or installed, nor to intervene in any way on it without the prior written consent of DAUPHIN TELECOM. From the delivery of the Equipment to the Customer and until their return to DAUPHIN TELECOM, the Customer assumes all the risks related to the Equipment that the Customer has custody of, except in case of manufacturing defect, defect or defect originating from the installation of the Equipment by DAUPHIN TELECOM. The Customer commits to immediately notify DAUPHIN TELECOM of any damage caused to the Equipment or caused by the latter.

The Contract does not transfer to the Customer any property right on any of the Equipment put at his disposal for a Service. Consequently, the Customer shall refrain from committing or allowing any act, whatever it may be, contrary to DAUPHIN TELECOM's property right and shall advise DAUPHIN TELECOM of any infringement to its right. The Customer obliges himself to maintain the property mentions affixed on the Equipment. In case of an attempt of seizure, the Client shall immediately notify DAUPHIN TELECOM, raise any protest against the seizure and take all measures to make known the property right in question.

At the end of the Subscription Contract for any reason whatsoever, the Customer shall return to DAUPHIN TELECOM the Equipment concerned, complete and in good working order, either by sending it back by post or by bringing it back to the store DAUPHIN TELECOM. DAUPHIN TELECOM will give, at the time of the return to the store, or will send, upon receipt of the

Equipment, a confirmation attesting to the effective return. In the event that the provision of the returned Equipment had given rise to the payment of a deposit by the Customer, the latter will be reimbursed within ten days of the return.

In the event of non-return at the end of a period of one month from the end of the Subscription Contract and after a formal notice has been sent without effect for more than 14 days from its presentation, the Customer will be liable for a sum equivalent to the price of the equipment made available and described in the Subscription Contract for non-return. This sum may be deducted from the amount paid as a security deposit.

In case of return of an Equipment in bad working condition or in case of incomplete return, the Customer will be liable for the costs of repair, up to a sum equivalent to the price of the equipment provided and described in the subscription contract.

9 COMMISSIONING TIME

DAUPHIN TELECOM commits itself to provide the Services to the Customer within the following deadlines :

- 8 weeks for the fixed Services on xDSL support from the date of signature of the contract
- 2 weeks for fixed Services on optical fiber support from the date on which DAUPHIN TELECOM fixes the installation appointment in the absence of work to be done by the Customer noted during this appointment.
- Immediately for Mobile Services from the date of contract subscription

In case of delay, a credit note corresponding to the monthly rate of the offer subscribed by the Customer will be issued on the next invoice.

In the case where DAUPHIN TELECOM could not proceed with the implementation of a Service due to the fact of the Customer or to a case of force majeure, DAUPHIN TELECOM will not be held responsible for this. Moreover, in such a case, and notably if the Customer has not respected the prerequisites at his charge, DAUPHIN TELECOM will be able to terminate the Subscription Contract of the concerned Service, without any penalty or indemnity being due to the Customer and without prejudice to the other rights at his disposal.

10 PORTABILITY OF A NUMBER

The Customer has the option, when subscribing, to keep his telephone number free of charge in case of a change of operator. The

portability of the number will be carried out within 2 working days, subject to technical eligibility and, as far as fixed numbers are concerned, geographical eligibility, from the date on which the former operator has confirmed to DAUPHIN TELECOM the feasibility of the portability. However, the Customer may request that a longer period be respected.

In order to be portable, the number must be attached to an active line until the effective transfer of the number or, for a fixed number, a line in quarantine, i.e. terminated with the former operator less than 40 days before the portability is carried out.

When subscribing, the Customer who wishes to have his number ported to his new DAUPHIN TELECOM line must transmit to DAUPHIN TELECOM the number to be kept, the desired porting date as well as the Operator Identity Record (RIO) and must mandate DAUPHIN TELECOM to carry out all the acts necessary to the implementation of his portability request with his former operator and, in particular, to terminate in his name and for his account the contract with his former operator. The termination takes effect on the day the number is ported. The termination only concerns the electronic communication services provided on the basis of the line concerned. The Customer remains responsible for the termination of all other services that were subscribed to with his former operator.

In case of delay in the implementation of the portability which would result exclusively from a fault of DAUPHIN TELECOM, the Customer can benefit from a compensation equivalent to 3.50 euros per day of delay. For this purpose, the Customer shall address a request to this effect to DAUPHIN TELECOM's customer service.

11 OBLIGATIONS OF DAUPHIN TELECOM

11.1 Quality of service of the fixed service

- **ADSL :** Maximum theoretical downstream speed of 24Mb/s, achievable on lines of less than 500 meters, in the absence of disturbances. Downstream speed generally between 20Mb/s and 1Mb/s. Uplink speed generally between 1Mb/s and 512Kb/s.
- **VDSL :** Theoretical maximum downstream rate of 100Mb/s, achievable on lines of less than 500 meters, in the absence of disturbances. Downlink speed generally between 90Mb/s and 18Mb/s. Uplink speed generally between 25Mb/s and 8Mb/s.
- **Optical fiber:** Maximum theoretical downstream rate of 1000Mb/s achievable. Maximum theoretical upload speed 500Mb/s.

DAUPHIN TELECOM commits itself to a restoration period of 5 working days of the fixed Service as from the date of the call of the Customer to the customer service of DAUPHIN TELECOM notifying a total interruption of the fixed Service imputable to DAUPHIN TELECOM. In case of non-respect of this restoration delay, the Customer can ask for the reimbursement of the price of the Fixed Service prorated to the period of total interruption, in the form of a credit.

11.2 Quality of Service of the Mobile Service

11.2.1 Mobile network

The 4G network of DAUPHIN TELECOM being currently being deployed, the Customer is informed that certain zones may not be covered continuously and/or may be subject to disturbances.

The access to the mobile network of DAUPHIN TELECOM is done within the limits of the Covered Zones as indicated in the documentation established and regularly updated by DAUPHIN TELECOM. Beyond these limits, the Customer will be able to access the Services through the mobile networks of DAUPHIN TELECOM's partner operators. DAUPHIN TELECOM can in no case be considered responsible for the quality of the Services outside the Covered Areas, this being exclusively the responsibility of the host operator. Finally, the access to the so-called white zones will be ensured from third party operators' networks and essentially limited to voice and SMS communications. DAUPHIN TELECOM draws the Customer's attention to the fact that its mobile network is a shared network between all its customers. For this reason, the bandwidth value mentioned in the documentation is a maximum reference value for information reception and is not guaranteed. It may vary according to the number of customers connected at the same time. Moreover, DAUPHIN TELECOM informs the Customer that in case of network congestion on a given zone, DAUPHIN TELECOM may have to prioritize certain communications and/or reduce speeds.

11.2.2 Network Availability

DAUPHIN TELECOM commits itself to ensure an availability of the access to its mobile network, in a covered area, for the different services (voice, SMS, and mobile internet) of at least 90% each month. If this minimum availability rate is not reached during a given month, the affected Customer

may request compensation from DAUPHIN TELECOM's Customer Service. The request for compensation must be made in writing by the Customer and must indicate precisely the dates, times, duration and location (5-digit postal code) of the incidents that prevented the Customer from accessing the mobile Services. The unavailability of the network is constituted by the absence of any indication of reception of the DAUPHIN TELECOM network on the Customer's terminal equipment even though the Customer is located in a Covered Area and has a compatible terminal, switched on and in perfect working order. The interruption of service on the day of the portability of the Customer's line does not constitute an incident and, as such, does not engage the responsibility of DAUPHIN TELECOM and does not give right to compensation.

11.2.3 Restoration time

DAUPHIN TELECOM commits to restore access to the Mobile Services, in case of interruption, at the latest within two (2) working days from its occurrence. It is however specified that this period may be extended in cases resulting from force majeure and in particular in the event of major climatic phenomena. In case of non-respect of this restoration period, the Customer will be able to ask for a compensation from DAUPHIN TELECOM's Customer Service, provided that he can prove his presence in the area of the incident at the time of its occurrence. The amount of the compensation will be calculated on a pro rata basis of his monthly subscription for the period during which the Customer could not access the mobile Services.

11.3 Limitations of service

No compensation will be owed to the Customer if the non-respect of the restoration period results from a case of force majeure, from the order of an intervention of a technician not mandated by DAUPHIN TELECOM at the Customer's home, from the Customer's fault or from the fault of a third party.

12 CUSTOMER'S OBLIGATION

12.1 Generalities

The Customer agrees to use the Service in accordance with the stipulations of the Contract and/or any specific instructions communicated by DAUPHIN TELECOM and, more broadly, any legislation or regulation applicable in any country where the Service is provided. The Contract excludes any right to resell, distribute or make available the Service, directly or indirectly.

12.2 Use of confidential codes and identifiers

All elements allowing the Customer to identify himself and to connect to the Internet are personal and confidential. These elements are understood, in accordance with the present document, by identifiers: in particular the identifier and the confidential code allowing the connection to the Internet access Service as well as the identifier and confidential code allowing the access to the electronic messaging system (hereafter "identifiers"). The Customer undertakes to keep his identifiers secret and not to disclose them in any form whatsoever. In case of loss of one of the identifiers by the Customer, the latter will immediately inform DAUPHIN TELECOM by any means. DAUPHIN TELECOM will proceed immediately to their cancellation. The responsibility of the Customer, as for the use of the identifiers, will be released towards DAUPHIN TELECOM as soon as the latter receives this information. The new identifiers will be transmitted to the Customer upon presentation of his identity papers in the agency. As soon as the new identifiers are attributed, any new use made from one of the Customer's identifiers will be deemed to be made by the Customer himself. The Customer has, according to his Router equipment, the faculty to share his connection from his identifier in the framework of a strictly personal and private use. The use of the

equipment is limited to the interior of a building, to a private use (domestic use), excluding a public use.

13 FINANCIAL CONDITIONS

13.1 Rates

The prices of the Services as well as their terms and conditions of application appear in the DAUPHIN TELECOM price list. They are expressed in euros and are inclusive of all taxes. DAUPHIN TELECOM may change the rates of its Services. In this case, it will inform the Customer by any means one month before their entry into force. The Customer can, if he refuses a rate increase applied to one of his Services, cancel his subscription during the four months following the entry into force of the new rates.

However, DAUPHIN TELECOM will not proceed to such an increase during the minimum commitment period of a Subscription Contract.

13.2 Invoicing

The invoices are established monthly in advance. By default and unless otherwise mentioned in the Subscription Contract, DAUPHIN TELECOM will make the invoices available to the Customer in his customer space on the Dauphin Telecom website, which the Customer expressly accepts. available to the Customer in his customer space on the Dauphin Telecom website, which the Customer expressly acknowledges and accepts. The Customer may, at any time, request to receive his invoices by mail by sending an email to info@dauphintelecom.fr or by phone at 0801 100 555.

13.3 Payment methods and deadlines

Payment of invoices shall be made, at the Customer's choice, by direct debit from the bank or postal account designated by the Customer, by bank card or in cash for all contracts other than telephone subsidies in a Dauphin Telecom store. In this case only, Dauphin Telecom will ask for a deposit of an amount equivalent to 1 month's subscription. The amount paid as a security deposit does not bear interest. It will be returned, subject to the payment by the Customer of all invoices due to DAUPHIN TELECOM and excluding the commitment period, within ten (10) days from the Customer's cancellation request.

If the Client opts for the direct debit, he will sign and give to DAUPHIN TELECOM a valid SEPA mandate, in addition to his bank details. The direct debit will take place on the following dates:

- FTTH and MOBILE Internet "prepaid" offers: the direct debit will be done between the 16th and the 21st of the month following the invoice;
- Internet xDSL offers: the debit will be made between the 1st and the 5th of the month following the invoice
- Internet offers + telephone communications: the direct debit will take place on the 15th of the month following the invoice
- Mobile " Postpaid " offers: the direct debit will take place between the 20th and 23rd of the month following the invoice.

13.4 Late payments

The various costs that may result from an unpaid invoice are to be borne by the Customer. Any unjustified delay in payment will result, as of the day following the due date of the invoice, and without the need for a prior formal notice, in the increase of the amount concerned by a late payment interest rate corresponding to one and a half times the legal interest rate, without prejudice

to any other action, such as the suspension of the provision of Services, until full payment, under the conditions of Article 15.

13.5 Financial guarantees

DAUPHIN TELECOM can, within 48 hours of the conclusion of a Subscription Contract or in the following situations, ask the Customer to give him a guarantee deposit:

-The Customer cannot give us a bank account number in his name or is from a financial institution outside of France, - The Customer has chosen to pay in cash, -DAUPHIN TELECOM provides the Customer with an Equipment.

In the first two cases, the amount of the deposit will be equivalent to one month's subscription, all taxes included. In the case of the provision of an Equipment, it will depend on the value of the Equipment and will be fixed in the Subscription Contract.

If the deposit requested by DAUPHIN TELECOM in the above mentioned conditions is not paid at the deadline fixed by DAUPHIN TELECOM, the Contract will end at this date without the Customer being able to claim any compensation for this.

The sums paid for the guarantee deposit do not produce interest. They are returned, subject to the payment by the Client of all the invoices due to DAUPHIN TELECOM, within a delay of ten (10) days as from (i) the request of the Client if during the 12 months preceding the request he has not had any payment incident or (ii) the effective date of the termination of the Contract and, if need be, of the return to DAUPHIN TELECOM of the guaranteed Equipment.

14 RESPONSIBILITY

14.1 Responsibility of Dauphin Telecom

DAUPHIN TELECOM commits itself to implement the technical means necessary to provide the Services.

DAUPHIN TELECOM shall not be held liable in the following cases:

- in case of contamination by viruses and/or intrusions in the Customer's computer system carried out by third parties;
- in case of use of the Service by the Customer that does not comply with the stipulations of the present conditions or
- in case of non-compliance with the installation procedures by the Customer;
- in case of malfunctioning of the Equipment and/or of the computer network due to the Customer; in case of major force ;
- in case of legal proceedings against the Customer due to the use of the Service;

- in the event of the content of the services consulted, including those accessible via the directories, the nature of the data queried, transferred or put on line by the Clients and in a general manner of any information consulted by the Client;

- in the event of the provision by the Client of erroneous data concerning him or becoming obsolete;
- in the event of the interruption of the functioning of an electronic communication network not operated by DAUPHIN TELECOM.

14.2 Client Responsibility

The Customer installs the Service, including the related Equipment, under his own responsibility.

The Customer is solely responsible for any damage he causes as a result of his use of the Service. It is the Customer's responsibility to take all appropriate measures to protect his own data and/or software from contamination by any viruses, worms, circulating on the Internet or piracy from the Internet and to make regular backups. It is also specified that the Customer alone is responsible for the use of the access to the Service and to any interconnected service. To this end, the Customer shall take all necessary precautions to personally monitor the use of the Service that could be made by a minor. It is the Customer's responsibility to ensure that all installations located within the property served are kept in good condition, including in particular all technical installations allowing the routing and supply of the Service.

The Customer is also solely responsible for the legal consequences of the use he makes of the Services and of any illicit activity, dissemination of prejudicial content, in particular when such content may infringe on the rights and freedoms of others, including infringements of copyright and neighboring rights.

15 SUSPENSION

DAUPHIN TELECOM reserves the right to suspend all or part of the Services subscribed by the Customer in case of an incident related to the security or integrity of its network or of the electronic communications routed on its network or in order to face threats or situations of vulnerability. In this case, DAUPHIN TELECOM will inform the Customer of the suspension as soon as possible.

DAUPHIN TELECOM reserves the right to suspend all or part of the Services subscribed by the Customer,

after formal notice sent to the Client to comply with its obligations and which remained without effect for 10 days, without the Client being able to claim any compensation in the following cases:

- in case of non-performance of one of the obligations of the Customer,
- pending the deposit or the advance on invoicing or in case of non-payment of the same,
- in the event of non-receipt of the supporting documents for the subscription of the Service,
- in the event of non-payment of the sums due on the due date,
- in case of violation of legal provisions, notably in terms of public order and good morals,
- in case of actions likely to disrupt the DAUPHIN TELECOM network
- In case of suspension, whatever the cause, the Customer remains bound by his obligations. The suspension of the Services does not lead to the stop of the invoicing.

DAUPHIN TELECOM commits to restore the Service within 2 working days following the compliance of the Customer's situation.

16 RESILIATION

16.1 Résiliation pour convenance

Each of the Parties may, at any time, terminate for convenience any Subscription Contract by registered letter with notice of receipt, with a notice period:

- This notice is ten (10) days from the receipt by DAUPHIN TELECOM of the Customer's termination request. However, the Customer can ask that the cancellation takes effect beyond this ten (10) day period from the reception of the cancellation request.
- This notice is one (1) month in case of termination by DAUPHIN TELECOM.

The termination of all the Subscription Contracts entails by right the termination of the Contract. In case of termination by the Customer of a Subscription Contract before the end of the minimum commitment period, termination fees and administrative management fees, the amounts of which are specified in the applicable tariff sheet, will be invoiced by DAUPHIN TELECOM to the Customer, except if the termination is motivated by one of the following cases

- a default on the part of DAUPHIN TELECOM,
- a case of force majeure,
- a legitimate reason, upon presentation of supporting documents, notably in case of moving to a zone where the Services to which he subscribed are not offered, of physical handicap incompatible with the use of the Services, of placement in detention in a penitentiary establishment for a period of more than three months, of over-indebtedness or personal bankruptcy, legal redress or liquidation, of death, moving abroad, placing under guardianship or curatorship, tariff increase in the sense of the Code of Consumption, or redundancy of the Customer on a permanent contract.

16.3 Termination fee for fault

The fee for closing a file in the event of termination or permanent closure following a suspension is 45.00 €. Billing of the router in the event of non-return: 95€ Fees for reopening services within a period of less than 3 months and following an administrative closure of services: 15,00 €.

16.4 Termination fees by the customer before the end of the commitment

Mobile Subscriptions: These fees are equivalent to 80% of the remaining sums due up to the first 12 months and then 25% of the amount of the subscriptions remaining until the end of the commitment.

Fiber subscriptions: These administrative fees are equivalent to 45€ (for individual contracts) and 80% of the amount of subscriptions remaining due until the first 12 months then 25% of the amount of subscriptions remaining due until the end of the commitment. The terminal equipment (routers, BoxTV, telephone sets) must be returned in full and in good working order to one of our Dauphin Telecom agencies. This return must be made

no later than 15 days after the termination date. In case of non-return or damage of the equipment, the router will be invoiced 149€ to the customer, 89€ for the BoxTV and telephone devices according to the model in the customer's possession.

ADSL/VDSL subscriptions and VGA line: These administrative fees are equivalent to 90€ for contracts of less than 12 months and 45€ for contracts of more than 12 months as well as 15€ for the VGA line. The rented terminal equipment (routers, BoxTV, telephone sets,) must be returned in full and in good working order to one of our Dauphin Telecom agencies. This return must be made no later than 15 days after the termination date. If the equipment is not returned or damaged, the customer will be charged €149 for the router.

17 TRANSFER

The Customer will not be able to transfer the Contract, in whole or in part, without the prior written consent of DAUPHIN TELECOM.

18 PERSONAL DATA

18.1 Any personal data likely to be collected within the framework of the contract will be processed and stored in accordance with the modified law N°78-017 of January 6, 1978 relating to Data Processing, Files and Liberties, as well as with the European Regulation 2016/679, known as RGPD. DAUPHIN TELECOM implements the processing of personal data, which have as their legal basis: (a) the execution of pre-contractual measures or of the contract when it implements a processing having for purpose: the provision of the service described in the article "THD fiber offers" of the present. (b) the legitimate interest pursued by DAUPHIN TELECOM when it pursues the following purposes: prospecting and animation; management of the relationship with its customers and prospects; organization, registration and invitation to DAUPHIN TELECOM events. The refusal to provide certain personal data is likely to deprive the User of access to certain Services.

18.2 DAUPHIN TELECOM only keeps the data for the time necessary for the operations for which they were collected as well as in compliance with the regulations in force. In this respect, the Customers' data are kept for the duration of the contractual relationship plus 3 years for animation and prospecting purposes, without prejudice to the conservation obligations or the prescription periods. Prospective customers' data are kept for a period of 3 years, they will be deleted if no participation or registration to DAUPHIN TELECOM events has taken place.

18.3 The processed data are intended for authorized persons of DAUPHIN TELECOM, as well as for its service providers.

18.4 For all personal data communicated, the Customer has a right of direct access, rectification, deletion, restriction and opposition; the User can exercise these rights by simple request, accompanied by a piece of identification, at the following address Customer Service, Data Protection Officer, DAUPHIN TELECOM 12 Rue de la République, Marigot - 97150 ST MARTIN. By email to : contactDPO@dauphintelecom.com. If the Customer wishes to exercise his right to data portability, he may do so by posting a request via the link provided on the [website](#)

www.dauphintelecom.com; all the information will then be sent to the e-mail address he provided when he registered.

18.5 Rules specific to telephone canvassing

Any consumer can register free of charge on an opposition list called "Bloctel" in order to no longer be canvassed by telephone by a professional with whom he or she has no current contractual relationship. The consumer can register on the website www.bloctel.gouv.fr or by mail addressed to : Société Opposetel, Service Bloctel, 6, rue Nicolas Siret - 10 000 Troyes

19 AFTER-SALES SERVICE

19.1 Customer Service

The Customer may contact DAUPHIN TELECOM's Customer Service for any question or problem he may encounter in the execution of the Contract:

- By phone: 0801 100 555] - Free call from the local area
- By Internet : info@dauphintelecom.com
- By mail : DAUPHIN TELECOM - Customer Service - 12 Rue de la République, Marigot - 97150 ST MARTIN

19.2 Complaints

Any complaint must be addressed to the customer service of DAUPHIN TELECOM according to one of the methods specified in 19.1. The complaint is treated within one (1) calendar month from the date of its reception.

DAUPHIN TELECOM will do its best to settle amicably any dispute concerning the interpretation or the execution of the present.

19.3 Mediation

If the answer given by the Customer Service is not satisfactory, the CUSTOMER may refer the matter to the Electronic Communications Ombudsman by completing the form available on the Ombudsman's website (<http://www.mediateur-telecom.fr>) or provided by the Customer Service on request or send a letter to 'Association Médiation des Communications Electroniques (AMCE). C.S 30342. 94257 Gentilly Cedex. This referral does not exclude your right to bring your claim against DAUPHIN TELECOM before the French courts.

Subscription prices and legal information are available :

- At the agency: Self-service product catalog
- On the website www.dauphintelecom.com