

SPECIFIC CONDITIONS

regarding Mobile Number Portability

Dauphin Telecom Saint-Martin : 12, Rue de la République, Marigot, 97150 Saint-Martin - Dauphin Telecom Saint- Barthélemy : Rue Roi Oscar II, Gustavia, 97133 Saint-Barthélemy - SIREN : 419 964 010, SAS with a capital of 1.352.220 Euros Fixed and mobile operator license L 33.1 and L 34.1 granted by ministerial order of 19/10/1998.

ARTICLE 1. APPLICABLE GENERAL CONDITIONS

The present Specific Conditions apply when a customer (hereafter the "Customer") wishes to change Mobile Operator while keeping his mobile number; the Customer then makes a request to port this mobile number to the network of the operator of his choice. When a Customer from another operator wants to join the DAUPHIN network while keeping his mobile number, the porting operation is called incoming porting. On the contrary, when a DAUPHIN Customer wants to join another operator's network while keeping his mobile number, he will have his mobile number ported by this operator and the porting operation is said to be outgoing (outgoing porting). For incoming porting, the Customer requests, concomitantly with his subscription to one of DAUPHIN's service offers (hereinafter the "Services"), to benefit from the Porting Option, under the conditions and subject to the reservations stipulated below.

The present Specific Conditions are part of the General Conditions applicable to the Services, which they complete when they do not replace them.

ARTICLE 2. DEFINITIONS

Porting and Termination Request (hereinafter the "Porting Request") : request from the Customer for the Porting of his mobile number(s) to the DAUPHIN network or to the network of another operator, with a mandate to terminate the subscription contract binding the Customer to the Donor Operator (DPO) for the number(s) concerned by the Request.

Working days: Monday to Friday, except for national holidays and holidays specific to each overseas department

Awarded Operator or OPA: Mobile Operator to which, in accordance with the provisions of the national numbering plan, the mobile number(s) concerned by the Porting Request has been assigned.

Donor Operator or DPO: Mobile Operator from which the number(s) is (are) ported.

Mobile Operator: natural or legal person operating an electronic communications network open to the public or providing an electronic communications service to the public, allocated mobile numbers in the numbering plan of the Antilles / French Guiana numbering plan or benefiting from the provision of such numbers.

Receiving Operator or OPR : Mobile Operator to which the number(s) is (are) ported.

Portage Option : DAUPHIN's offer allowing the Customer to benefit from the Portage of one or several mobile numbers from the OPD's network to DAUPHIN's network. The Porting Option is subscribed to by the Customer as an accessory and concomitantly to the Services offer.

Mobile Number Portability or Portability

Portability : this is the Number Portability applied to a mobile number.

Porting: operation by which the DPO deactivates the mobile number in its information system, the PRO activates the same number in its own information system and the DPO takes note of this transfer and updates its own information system.

Operator's identity record ("OIR"): 12 character alphanumeric code assigned by any mobile operator to each active mobile number for the purposes of exchanges between operators within the framework of the conservation of mobile numbers.

ARTICLE 3. CONDITION PRECEDENT OF EFFECTIVE PORTING

Notwithstanding the General Conditions applicable to the Services, the subscription to the Porting Option, as an accessory to the subscription to the Services, implies that the contract subscribed by the Client to DAUPHIN for the Services is subject to the condition precedent of the effective incoming porting of at least one of the numbers concerned by the Porting Request on the network.

Client to DAUPHIN for the Services is subject to the condition precedent of the effective incoming Porting of at least one of the numbers concerned by the Porting Request on the DAUPHIN network.

Consequently, the Customer is not committed to DAUPHIN for the Services if :

- the Porting Request is totally ineligible ;
- the Client loses his eligibility

ARTICLE 4. CONDITIONS OF PORTING

Portability only applies to the Customer's active mobile numbers. The services and options associated, if any, with the subscription contract signed with the DPO are therefore not ported with the number(s) subject to the Porting Request. It is the Customer's responsibility to subscribe to the desired services and options with the DPO. The Customer's Porting Request may concern one or more mobile numbers, provided that these numbers are covered by a contract with the same DPO. The eligibility or ineligibility of a Porting Request is determined exclusively by the DPO in accordance with the laws and regulations in force.

4.1 Outgoing porting

The Customer wishing to transfer the use of the DAUPHIN mobile number to another mobile operator must make his request to the latter, after having provided his Operator Identity Record (OIR) accessible at #317# (USSD server). The new operator will take care of the necessary formalities. An outgoing Porting Request is equivalent to termination of the Contract. Notwithstanding the outgoing Porting Request, the Customer remains bound by the commitments he has previously subscribed to with DAUPHIN under the Contract. In particular, he/she remains bound to pay the monthly fees due under the Contract that has not yet expired.

In case of an outgoing Porting Request, the

Client will no longer be able to change the DAUPHIN offer attached to the mobile number that is the object of the Porting. DAUPHIN remains, in any case, a stranger to the contractual relations between the Client and the new operator. DAUPHIN shall not be held responsible for any fault, non-performance, failure or malfunction attributable to the Client

or to the new operator and which would have the effect of delaying, disrupting or preventing this

Portage. DAUPHIN cannot be held responsible by the Client for the interruption of service linked to the Porting of the number.

4.2 Incoming porting

In case of a number transfer request from another operator (OPD) to DAUPHIN, the Client mandates DAUPHIN, as OPR, when subscribing to the Contract, to carry out all the acts necessary to the implementation of its Porting Request. In this context, DAUPHIN informs the Client of the eligibility conditions, as well as of the consequences of his request: the Number Porting Request is equivalent to a request for termination of the Client's contract with his previous operator as far as the ported number is concerned on the day of the effective porting of the number, without prejudice to the contractual stipulations relating to the duration of the commitment. The Customer remains bound by the obligations that bind him to his previous operator, in particular any outstanding payments. The Porting does not imply the transfer of the services that the Customer benefited from under the contract previously subscribed with his previous operator. DAUPHIN (OPR) may refuse to follow up on an incoming Porting Request in the following cases

- inability of the applicant ;
- Incomplete Porting Request, notably without RIO, or containing erroneous information;
- the number of the cell phone, which is the subject of the Porting Request, is inactive on the day of the Porting;
- number of the mobile, subject of the Porting Request, which is already the subject of a Porting Request not yet executed;
- non-compliance with the management rules of the national numbering plan: the request to keep the mobile number must comply with certain geographical constraints and in particular the correspondence between the number requested and the geographical location of the applicant.

The Porting of the Customer's number takes place within a period that cannot exceed two (2) working days from the working day of the Porting Request. The business day of the request corresponds either to the day of signature of the Porting Request, if this is a business day, or to the first business day thereafter (from Monday to Friday, excluding public holidays). In the event of a remote sale of a Contract, either on the web or by telephone, the two (2) working day porting period only starts from

the expiration of the right of withdrawal or from the date on which the Customer waives the exercise of this right. The right of withdrawal runs for a period of fourteen (14) days. The Customer will be considered to have waived his right of withdrawal as of the acceptance of the service; this acceptance in terms of distance selling results in the fact that the Client to expressly ask for a date of portage before the end of the withdrawal period.

The Client may ask DAUPHIN for a porting period superior to two (2) working days without however exceeding sixty (60) days from the date of the request. An interruption of service may occur on the day of the effective Porting. This interruption may not exceed four (4) hours. It is the Customer's responsibility to take all necessary measures to ensure that the contractual relationship with the previous operator is not terminated on the date of the Porting referred to above. As the service may be suspended or disrupted on the day of

Porting, it is the Customer's responsibility to take all necessary steps to ensure that such suspension or disruption has no consequences for him.

The Customer may cancel his Porting Request with DAUPHIN, which remains the only one competent to do so with his previous operator. In this case, the request for termination of the Client's contract with his previous operator (OPD) resulting from the Porting Request is de facto cancelled.

DAUPHIN accepts any request for cancellation of incoming portability made by the Customer to the DAUPHIN Customer Service at the latest two (2) working days before the planned date of the actual porting; i.e. if the Porting is planned within the legal deadline of 2 working days, the request for cancellation of the Porting can only take place on the day of the Porting Request and during DAUPHIN's opening hours. The cancellation of the incoming Portage Request renders the Contract concluded for the Services with the Portage Option null and void.

4.3 Total or partial ineligibility of the Portage Request

The Porting Request may be refused by the DPO for the reasons provided for by the laws and regulations in force. In the event that the reasons for the refusal are specific to the Porting Request itself (e.g. RIO provided by the customer is unknown or incorrect at the DPO), the Customer is ineligible for Portability. On the other hand, if the reasons for the refusal are related to the number(s) concerned by the Porting Request (e.g. one of the numbers is inactive), the latter is partially eligible if at least one of the numbers concerned is eligible. In case of partial ineligibility of a Porting Request, the Customer has the possibility to cancel his Porting Request for the eligible numbers if he is within the deadlines mentioned in article 4.2. In case of total ineligibility of the Customer confirmed by the DPO, both the Porting Request (including the termination mandate) and the contract subscribed by the Customer for the Services, are deemed to be null and void by right and without any formality. DAUPHIN shall inform the Client, by any means at its convenience, of the ineligibility of its Porting Request.

4.4 Total or partial eligibility of the Porting Request

In case of eligibility of the Client confirmed by the OPD for one, several or all the mobile numbers concerned, DAUPHIN, by any means at its convenience, informs the Client and gives him the date and time from which the Client must insert the DAUPHIN SIM card in the terminal of his choice (previously de-locked if necessary) to access the DAUPHIN Service.

4.5 Loss of eligibility of the Porting Request

The loss of the Customer's status as a subscriber with the DPO (e.g. if all the numbers covered by the Porting Request are terminated by the DPO) automatically results in the loss of eligibility for Portability.

If the loss of eligibility does not concern all the numbers subject to the Porting Request, the Customer does not lose his status as a subscriber and the Porting process continues for the eligible numbers. Where applicable, the Customer's loss of eligibility may occur between the date on which the number was declared eligible by the DPO and the planned Porting date. In such a case, the Porting Request is deemed null and void and the Customer is

required to return to the DAUPHIN owner store the DAUPHIN SIM card(s) that may have been given to him.

ARTICLE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

The Customer's obligations and responsibilities are governed by the terms of the General Terms and Conditions of Subscription to the Service. In addition, it is expressly specified :

- that the Porting of the Customer's mobile number(s) is carried out without prejudice to the contractual provisions relating to minimum commitment periods, which bind the Customer to the OPD;
- that the Customer is solely responsible for the replacement of his old SIM card from his OPD by his new DAUPHIN SIM card at the dates and times that will be communicated to him by DAUPHIN;
- that it is the Customer's responsibility to contact his DPO to proceed with the unlocking of his terminal ("désimlockage");
- that the Customer is personally responsible for any communication credits of his OPD that have not been used up by the date of the Porting;
- that it is the Client's responsibility to renew his request to DAUPHIN to have his mobile number(s) published in directories and universal information services.

ARTICLE 6. OBLIGATIONS AND RESPONSIBILITIES OF DAUPHIN

6.1 For an incoming Portage, DAUPHIN is and remains, in any case, a stranger to the relationship between the Client and the DPO. Consequently, it is the sole responsibility of the Client to ensure that the conditions previously subscribed to with the DPO are respected.

6.2 DAUPHIN's responsibility as to the respect of the deadlines of Portage is limited to the respect of the deadlines provided for by the laws and regulations in force.

6.3 For an incoming Porting, DAUPHIN's responsibility cannot be engaged because of a fault, a non-execution, a human or technical failure or any dysfunction directly or indirectly attributable to the Client, the DPO, the OPA or any other Mobile Operator intervening in the technical process of the Porting of the Client's mobile number(s), which would have the effect of delaying, disrupting or preventing the Porting of the Client's mobile numbers.

ARTICLE 7. CUSTOMER COMPENSATION

7.1 In case of delay in the implementation of the Incoming Porting and except in case of force majeure, the Customer may benefit from a fixed and definitive compensation in the form of a credit note or a voice communication credit depending on the duration of the delay. To do so, the Customer must send a written request by simple letter to DAUPHIN's Customer Service (Customer Service, Portability Claim, 12 rue de la République, Marigot, 97150 St Martin) within a period of one (1) month from the day the porting is finally effective.

7.2. In case of abuse of outgoing Porting, or outgoing Porting not requested by the Customer, DAUPHIN, after having been notified by the Customer that he has not made a

Porting Request to the PRO, will do everything possible to restore the Customer's line as soon as possible.

The Customer may benefit from a fixed and definitive compensation in the form of a credit note or a voice communication credit depending on the duration of the interruption of service suffered due to the abuse of Outgoing Porting. To do so, the Client must send a written request by simple letter to DAUPHIN's Customer Service within one (1) month from the day he recovered the use of his mobile line.

7.3 These compensations by DAUPHIN do not constitute an acknowledgement of responsibility on the part of DAUPHIN.

7.4 Without prejudice to the above, DAUPHIN shall in no case be held liable for any indirect and/or immaterial damages suffered by the Client. The indirect and/or immaterial damages are those which do not result directly and exclusively from the failure of DAUPHIN's services, and in particular the financial and commercial prejudices, operating and turnover losses, data losses, etc...

DAUPHIN's responsibility cannot be sought on the occasion of all litigations which can oppose the Customer to third parties.

ARTICLE 8. MISCELLANEOUS PROVISIONS

The present Specific Conditions can be modified at any time by DAUPHIN. All new Specific Conditions automatically cancel and replace the previous ones, DAUPHIN will inform the Client beforehand one month before by any appropriate means. The Client is advised to consult the current Specific Conditions at the following address:

<http://www.dauphintelecom.com>