

Orange Yame Application Terms and Conditions:

Orange Yame application is dedicated to Orange Botswana customers under Edge/3G/4G network coverage or WiFi. Orange Yame is a downloadable application for personal account management, which allows customers to understand and manage their account details from their smartphone, obtain help and support and discover more about Orange universe through 3 sections :

- **Account Management:** consumption follow up, top-up credit, subscribe/unsubscribe bundles and Friends & Family management.
- **Help and Assistance:** Frequently Asked Questions, Orange Shops localization and Orange customer care contacts.
- **Orange Services:** promotions, other Orange applications, value-added services.

Additional services may be available and are described with more detail on the applications store on which Orange Yame application can be downloaded (App Store, Google Play Store, Blackberry World).

1. ELIGIBILITY REQUIREMENTS FOR USING ORANGE YAME

The customer must acknowledge and accept the following Orange Yame restrictions of use:

- the OS (*Operating System*) version installed on customer's smartphone must be compatible with Orange Yame application, *i.e.* iOS 7 and higher; Android 4.0 and higher. The list of compatible smartphones OS can be found on the applications store when downloading Orange Yame application; and
- the customer must be provided with an Orange SIM Card; and
- the customer must have data or airtime.

2. ORANGE COPYRIGHT

Orange Botswana declares that it holds the distribution rights of Orange Yame application. These Conditions of Use do not confer any intellectual property right to the customer over any component whatsoever of Orange Yame application. All the rights of reproduction, representation, adaptation or modification other than those granted by these Conditions of Use are strictly reserved.

3. CUSTOMER'S RIGHT OF USE

The right to use Orange Yame application is strictly reserved for Orange Botswana customers. Free of charge and may not be sold or be the subject of any business transaction other than initiated by Orange. The customer is granted a personal, non-exclusive and non-transferable right to use Orange Yame application on one or more smartphones. The customer undertakes not to copy, modify or adapt Orange Yame application or any of its components.

4. CHARGE OF DATA CONSUMPTION

Navigation within Orange Yame application is free of charge - except for:

- downloading Orange Yame application;
- being located (using GPS) in order to locate Orange stores around the customer location

- (the location feature is not available in roaming mode);
- using Orange Yame application in roaming mode.

The download of Orange Yame application is possible under WiFi coverage (excluding any cost of connection). Under Edge/3G/4G Orange network, the downloading traffic cost is deducted from the customer's data plan or pay per use session. When being located via Orange Yame application, data charges apply and are deducted from the customer's data plan.

5. PROTECTION OF PERSONAL DATA AND PRIVACY

Orange Yame application collects and processes the customer's phone number (also called "MSISDN") that is strictly necessary in order for Orange Botswana to provide the service available through Orange Yame application, as described at the beginning of these Conditions of Use. In particular, Orange Botswana collects and processes the customer's phone number for the purposes of carrying out the authentication of the customer and providing the customer with all information related to his voice and data consumption and offers. Moreover, Orange Yame application makes available a location feature (using GPS) in order for the customer to locate Orange stores around his location and be provided with information relating to such Orange stores (*e.g.*, their address, phone number, location on a map, opening hours). An information notice is displayed to warn the customer when accessing the location feature and the express consent of the customer is required prior any location. The text of the information notice:

Caution!

"Using this function will be charged as per your normal rate of the data consumption of your offer. Do you wish to continue? (Confirm/Cancel)".

This information is collected and processed in compliance with applicable rules on personal data and privacy. It will not be used for any other purposes than the purposes described in this section "Protection of Personal Data and Privacy".

6. EXTERNAL LINKS TO THIRD-PARTY CONTENTS AND/OR SERVICES

Orange Yame application may include links to (i) mobile applications or (ii) sites on the internet, which are edited or operated by third parties. The customer agrees to review and agree to any such mobile application or sites rules of use before using such mobile applications or sites. The customer also agree that Orange Botswana has no control over the content of any such mobile applications and sites and cannot assume any responsibility for material created or published by such third party mobile applications and sites. In addition, a link to a non-Orange mobile application or site does not imply that Orange Botswana endorses the mobile application or site or the products or services referenced in such third party mobile application or site.

7. RESPONSIBILITY

The customer releases Orange Botswana from any liability for Orange Yame application failing to function, or malfunctioning when any of the restrictions mentioned in the "Eligibility requirements for using Orange Yame" are not fulfilled. Furthermore, the parties expressly agree that the following type of damage and/or injury do not give rise to any compensation from Orange Botswana, that they were reasonably foreseeable or not: loss of profits, business interruption, loss of revenue, loss of customers, damage to image and loss of data.

8. TERM OF CONTRACT - TERMINATION

These Conditions of Use will apply for an indefinite period from when Orange Yame application is downloaded onto the customer's smartphone. Furthermore, Orange Yame application will be terminated by Orange Botswana upon Orange Botswana's sole discretion if the customer does not comply with the restrictions described above.

9. CHANGE

Orange Botswana reserves the right to vary Orange Yame Application Terms and Conditions from time to time, such variations becoming effective immediately upon publishing the varied Orange Yame Application Terms and Conditions. By continuing to use Orange Yame application, the customer will be deemed to have accepted the updated Orange Yame Application Terms and Conditions.

10. GENERAL PROVISIONS

These Terms and Conditions are governed by the laws of the Botswana. In the event of dispute, the two parties will endeavour to find an amicable agreement. Failing this, and in any measure permitted by the applicable legislation, the parties acknowledge the relevant courts of Botswana. These Terms and Conditions may under no circumstances be transferred, either partially or wholly, for consideration or free of charge.

If any of the stipulations of these Conditions of Use are held to be void, or not applicable, said stipulation will be considered not to have been written and will not cause any of the other stipulations or compensation to be void.

About

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Publisher

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Hosting Provider

Orange; Public stock corporation incorporated in France with registered share capital of Euro 10,595,541,532 - RCS Paris 380 129 866 - Headquarters: 78, rue Olivier de Serres, Paris 75015, France

Contact Us

For any information on Orange Yame application, please contact 123 customer care service.

Information on data consumption

Orange Yame application is free of charge when used within Botswana territory, excluding connection costs necessary for downloading the application and location usage available within the application. Connection costs may vary according to the data connection offer held by the customer. Connection fees for downloading and location usage are charged to the data credit balance of the offer you are subscribed to.

Protection of personal data and privacy

Orange Yame application collects and processes your phone number and makes available a location feature (using GPS). Please refer to the Orange Yame Application Terms and Conditions to have more information related to the protection of your personal data and privacy.

Usage Data Collection for statistical analysis

Orange Yame application collects information on the use of the application and sends us such information for statistical analysis to further improve the application and the related service. All collected information is completely anonymous and is not associated with the user. Such information is collected and processed in compliance with applicable laws. It will not be used for any other purposes than improving the application and the related service. Any personal data are NOT collected. If you do not want any usage data to be collected, you can deactivate this functionality, at any time, by going in the application settings.