

## Terms and Conditions of RCS Service "Chat message" (the "Conditions")

### Article 1 - RCS service

The service called RCS or chat message (hereinafter the "Service") is a service published and distributed by Orange Botswana (hereinafter "Orange") based on the RCS standards and allowing customers having a compatible device and a Mobile Voice Offer Data to exchange media messages (audio / video / photo) or text messages with other users of the Service. This Service is accessible from an application compatible with this standard. When using the Service for the first time, the Orange customer ("the Customer") shall be connected to the EDGE / 3G / 4G mobile data network to be recognized. The history of instant messages and files and photos received through the Service will only be available on the terminal on which the Service will have been used.

### Article 2 - Service Pricing

- 2.1 The use of the Service generates for the Customer connections to the mobile Internet, whether transmitting or receiving messages.
- 2.2 If the Customer has an Orange mobile offer or an option including a mobile internet package, the connections required for the use of the Service are deducted from this package, as are other Internet uses. In the absence of a subscribed data offer or in case of use of the Service beyond the subscribed data plan, the connection to the Service will be billed at the current rate.
- 2.3 The Service may also be used under Wi-Fi coverage under the price conditions of the offer under which the Customer benefits from access to the wifi.
- 2.4 If the Customer uses the Service abroad from a mobile network, the use of the Service will be billed according to the mobile Internet tariff associated with the Customer offer on a roaming situation, and according to the geographical area where he is located.
- 2.5 In the event that the Customer does not have access to the Internet or that his/her correspondent to whom he wishes to send a message is not compatible with the RCS standard, the latter will not have access to the Service, the message addressed will be an SMS and will be billed by Orange according to the offer in force for SMS sending.

### Article 3 - Information related to the use of the Service

The Customer acknowledges that he is hereby informed that by using the Service, he may receive instant messages, files, photos, videos from other users of the Service.

### Article 4 - Duration

- 4.1 Provided that the Customer has an access to Internet on his/her phone, that his/her phone is RCS-compatible, the Service is available for the duration of use of the mobile line associated with the Customer.
- 4.2 In the event that the Customer wishes to deactivate the Service, it will be his responsibility to change its parameters into the application. For the deletion of the Service contact Orange Botswana directly.

### Article 5 - Protection of personal data (to be adapted)

- 5.1 The Customer agrees that his/her personal data are collected within the Service and are transmitted to a subcontractor of Orange, Jibe Mobile, recipient of these data. And in this case, these data are processed abroad.

- 5.2 The personal data (name, surname, telephone number, address among others) may be communicated on request of the judicial authorities or Orange Botswana and Jibe Mobile's licence and regulatory requirements.
- 5.3 The Customer has at any time an individual right of access, rectification of his personal data and, if necessary, opposition to the processing thereof by sending a letter mentioning his name, first name, number and a copy of his identity document, at the address of ORANGE being the Fields Precinct, Block A, Plot 54349, Corner Western Commercial and Molepolole Roads, CBD, Gaborone.

#### **Article 6 - Obligations and responsibilities of the Customer**

- 6.1 It is the responsibility of the Customer to take all appropriate measures to protect his own equipment, data and / or software, including contamination by possible viruses or the intrusion of a third party into the network of its device to any end and to make backups before and after the use of the Service.
- 6.2 The Service is provided on a non-exclusive, non-transferable and non-transferable basis. Any other use is strictly prohibited. The Customer shall not reproduce, copy, sell, resell or exploit for any commercial purpose all or part of the Service, any use of the Service or any right of access to the Service.
- 6.3 The Customer is exclusively authorised to use the Service for lawful purposes for personal and private use. The Customer expressly agrees as follows:
- to not send massive messages; and
  - to send instant messages and files only to people who wish to receive such messages.
- 6.4 It is forbidden to use the Service for commercial or promotional purposes.
- 6.5 The Customer shall refrain from any use contrary to the laws and regulations in force. The Customer agrees in particular not to use the Service to transmit or receive items or data of any kind whatsoever, which would be in violation of the laws and regulations in force, which would be threatening, shocking, defamatory or would breach of confidentiality obligations or violate intellectual property rights or public order and morality. The Customer is prohibited from broadcasting any virus or computer file designed to limit, interrupt or destroy the network of Orange and / or any device or other telecommunication tool on pain of being held liable.

#### **Article 7 – ORANGE's Obligations and responsibilities**

- 7.1 It is expressly stipulated that the Service and its features will only be provided if the Customer has compatible device.
- 7.2 In addition to the General Conditions of the mobile offer by the Customer, the Orange's responsibility cannot be engaged:
- in the event of a malfunction of the Service rendered following the introduction of a virus transmitted via the Internet or mobile network and affecting both the functions of the Device and the network of Orange;
  - regarding the content and nature of information, signs, images, graphics, sounds or any other data consulted, sent or received by the Customer as part of the Service;
  - in the event of abnormal or prohibit use of the Service by the Customer;

- in the event of incompatibility or malfunction of the operating system of the equipment, in particular device, used by the Customer with the Service;
- in the event of a fault or malfunction of the Service related to the settings of the device and / or changes to the operating software delivered with the device, which are done under the sole responsibility of the Customer;

#### **Article 8 - Applicable Law and Jurisdiction**

- 8.1 These general conditions of use are submitted to the laws of Botswana.
- 8.2 Any dispute arising between the parties and relating to the conclusion, interpretation, performance and termination of these general conditions shall be submitted to a court of competent jurisdiction within the Republic of Botswana.