

General Conditions

The Smart Data- and Smart Deal-
options



Business

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Definition

The Smart Data and Smart Deal options (hereinafter each referred to as the 'Benefit') are reductions on the purchase price of a device (hereinafter the 'Device') acquired by a customer of Orange Belgium nv (hereinafter the 'Customer'), and which are always linked to the conclusion of a mobile telephony subscription (hereinafter the 'Service'). The Smart Data option is a Benefit linked to a Service that allows the Customer to purchase a Device at a preferential rate and benefit from extra data volume, in exchange for the payment of a fixed monthly amount.

The amount of the monthly installments depends on the price of the chosen device and the desired data volume. This benefit is spread over a period of 24 months following an initial payment, which corresponds to the value of the device with the discount.

The Smart Deal option is a Benefit, linked to a Service, that allows the Customer to purchase a Device at a preferential rate. The contractual relationship between Orange Belgium NV and the Customer (hereinafter the 'Contract') is determined by the contract application for the Service and the Benefit, the applicable rates, these General Terms and Conditions 'Smart Data and Smart Deal Options', as well as by the General Terms and Conditions 'Subscriptions'. In the event of a conflict between these General Terms and Conditions 'Smart Data and Smart Deal Options' and the General Terms and Conditions 'Subscriptions', the General Terms and Conditions 'Smart Data and Smart Deal Options' shall prevail.

Suitability - Information to be provided

- a) The Customer requesting a contract linked to a Smart Data or Smart Deal option is required to provide proof of their identity as well as their domicile or permanent residence in the European Union by means of official documents.
- b) The Customer can only benefit from the Smart Data or Smart Deal option if he has already had an active subscription with Orange Belgium nv for 3 months, has a Tempo prepaid card for which the first telephone call took place at least 3 months ago, or if he became a Customer following a subscription transfer and also subscribed to the option when requesting this transfer.
- c) The Smart Data and Smart Deal options can only be subscribed to in combination with the mobile subscription services of Orange Belgium nv, in accordance with the provisions stated in these General Terms and Conditions 'Smart Data and Smart Deal options'.
- d) If the Customer is a private individual, he cannot subscribe to more than 3 Smart Data and/or Smart Deal options simultaneously. If the Customer is a self-employed person, a legal entity, or an unincorporated association, he cannot subscribe to more than 6 Smart Data and/or Smart Deal options simultaneously.

Refusal of contract

Orange Belgium N.V. reserves the right to refuse the contract application after verification of the contract application and the suitability of the Customer, for any of the following reasons:

- a) The Customer does not comply with the conditions stated in Article 2.
- b) The contract application has not been completed properly.
- c) The Customer has failed to comply with the obligations incumbent upon him under another contract that he has concluded with Orange Belgium N.V.
- d) There is evidence or serious indication of non-payment and/or fraud by the Customer or of use of the Service that is contrary to the Contract, statutory or regulatory provisions and/or public order or morality.
- e) The Customer disrupts or threatens the proper functioning of the Orange network or damages its integrity.

If, in such a case, the Customer has already received the Device, he is obliged to return the Device to Orange Belgium NV within 15 calendar days after the day on which he was notified of the refusal, together with the equipment or other accessories he received and in accordance with the instructions he received from Orange Belgium.

Regarding the return. The price the Customer paid for the Device will be refunded to the Customer.

If the Device is not returned within the granted period and in accordance with the above-mentioned conditions, the Customer shall owe an amount equal to the normal selling price of the Device at Orange Belgium n.v. (excluding the discount on the purchase price of the Device linked to the Benefit) at the time of the contract application, without prejudice to the invoicing by Orange Belgium n.v. to the Customer of all other additional costs relating to the return of the Device.

If the Customer's telephone number cannot be transferred for reasons not attributable to Orange Belgium NV, the Customer shall in no case be entitled to immediately terminate the contract application without reimbursement of the remaining value received.

Price reduction on the Device as a result of the Benefit. In such a case, Orange Belgium N.V. will make a new telephone number available to the Customer as soon as possible.

Distance selling – right of withdrawal

If the Contract is concluded remotely or outside the sales premises of Orange Belgium N.V. or outside independent sales points approved by Orange Belgium N.V., the Customer has the right to withdraw from the purchase without penalty and without giving reasons, and this within 14 calendar days counting from the day following the day of delivery of the Device. This right of withdrawal must be exercised in accordance with the provisions set out in the General Terms and Conditions 'Subscriptions'.

Stock shortage

Orange Belgium N.V. makes every effort to maintain sufficient Devices in stock, but Orange Belgium N.V. does not guarantee that the Device for which the Customer has signed a contract application will always be available. If Orange Belgium N.V. no longer has the Device for which the Customer has signed a contract application in stock, Orange Belgium N.V. will either supply the Customer with a device of at least equal value to the Device originally chosen by the Customer, or give the Customer the option to terminate their contract application without cancellation fees.

In no case shall the Customer be entitled to claim compensation from Orange Belgium N.V. if they have not received the requested Device.

Contract duration

Smart Data and Smart Deal options are entered into for a duration of 24 months.

During this period, the Customer has the option to change their tariff plan to a lower or higher tariff plan, but must retain their Smart Data option (if applicable).

Ownership and payment

- a) The Device is normally delivered to the Customer at the point of sale following the submission of the contract application and acceptance by Orange Belgium N.V. of the activation of the Service, and after payment of the purchase price of the Device. If the Device is not immediately handed over to the Customer, Orange Belgium N.V. undertakes to deliver it within a reasonable period to the points of sale specified by Orange Belgium N.V. and to notify the Customer thereof. Failure to release the Device immediately does not alter the contract application submitted by the Customer to Orange Belgium N.V.
- b) The risk of loss, theft, or damage to the Device is transferred to the Customer from the moment the Customer receives the Device.
- c) Orange Belgium N.V. retains title to the Device until the end of the minimum duration of the Contract stated in the contract application, unless the residual value of the discount on the purchase price of the Device, calculated as stated in Article 8, is paid. Title to the Device is transferred to the Customer upon full payment of the remaining value of the discount on the purchase price of the Device, or upon the expiration of the minimum duration of the Contract.
- d) As long as title to the Device has not been transferred to the Customer, the latter undertakes to retain the Device and not to transfer, lend, sell, or rent out the Device in any form whatsoever.
- e) Direct debit is required via a SEPA form.

Termination of the Contract

If the Contract is terminated during the 24-month period, for any reason whatsoever, the Customer must repay the residual value of the discount received on the purchase price of the Device to Orange Belgium n.v. The residual value is calculated in accordance with the table included in the contract application and drawn up at the time the Customer signed this contract application. The residual value table can also be found in the Customer Zone via the website <https://e-services.business.orange.be/en/customer-zone/>.

Blocking of the Device

In the event of non-payment of the residual value by the Customer and if the Customer has failed to comply with a written notice from Orange Belgium N.V., in which a period for regularization was set, Orange Belgium N.V. may consider the Device stolen and block the Device by operation of law and without any compensation. In such a case, Orange Belgium N.V. will unblock the Device immediately after payment of the residual value of the discount on the purchase price, and title to the Device will be transferred to the Customer.

Duration of the offer

The Smart Data and Smart Deal options are valid while supplies last.