

Orange HubConnect Terms of Use

These Terms of Use (the “**Terms**”) govern access to the HubConnect application (“**Hubconnect**”). HubConnect is a web application developed for Orange hubbing customers (the “**Customers**”) who have purchased certain products such as Roaming Global Exchange, SMS Global Exchange and/or MMS Global Exchange from Orange SA’s International Carriers Division.

Please read these Terms carefully. Access to and use of HubConnect is subject to these Terms, which Customer accepts when using HubConnect. By using HubConnect, Customer agrees to be legally bound by these Terms and Customer agrees to the processing of Customer’s and its Authorized Users’ personal data in accordance with these Terms. If Customer does not agree with these Terms, Customer should not use HubConnect.

1. Orange as Publisher

Orange SA is a French limited company (société anonyme) registered under Paris Business Registry Number 380 129 866 and headquartered at 78, rue Olivier de Serres, 75015 Paris, France. Orange’s International Carriers Division is located at 3 rue Mazagran, 75010 Paris, France (“**Orange**”).

2. HubConnect Service

Customer can access HubConnect via a Customer account. HubConnect contains Orange information and allows Customer to view certain hubbing product information and processes that help Customer manage its partnerships. Orange may update the HubConnect information from time to time.

HubConnect access is free for Orange’s hubbing Customers. However, Customer may be charged for using certain HubConnect features (for example, requesting QoS reports), or subscription or internet connection charges from Customer’s internet provider. Customer’s access to HubConnect lasts as long as Customer has a valid contract with Orange.

Orange will make reasonable efforts to provide continuous access to HubConnect excluding maintenance and circumstances beyond Orange’s control. Orange periodically schedules HubConnect downtime for maintenance and other purposes. Unplanned HubConnect outage may also occur.

3. Authorized Users

Customer may designate up to 10 authorized representatives to access HubConnect on Customer’s behalf (the “**Authorized Users**”) by completing the User Application Form (available by request to your **Orange sales’ contact**. Customer may update its Authorized Users by sending Orange a new User Application Form. Orange will use reasonable efforts to implement changes within 5 business days following the receipt of Customer’s request.

Orange will assign one login per individual Authorized User; each Authorized User selects its own password. Customer warrants that its Authorized Users will keep their logins or passwords confidential and will not share them with anyone else, and will read and comply with these Terms. Customer will notify Orange immediately upon unauthorized use of a login or password, security breach or any activity inconsistent with these Terms.

Customer warrants that its representatives using HubConnect are all Authorized Users with the authority to manage services electronically on Customer’s behalf and access Customer’s data. Customer is responsible for all activities associated with its HubConnect activities, regardless of whether performed by an Authorized User or any other person accessing Customer’s account with an Authorized User’s login and password. Customer warrants that its Authorized Users (i) do not live in a country subject to an embargo by the United States

government or is designated by the United States government as a 'terrorist supporting country' and (ii) are not on a United States government list of prohibited or restricted parties.

4. Customer Obligations

Customer agrees not to (a) use or access HubConnect for any fraudulent or unlawful purpose; (b) use or access HubConnect to impersonate any person or entity; (c) interfere with or disrupt the operation of HubConnect or access to it; (d) transmit or otherwise make available in connection with HubConnect or access to it any virus, worm, Trojan horse, time bomb, spyware, or other harmful computer code, file, or program; (e) restrict or inhibit the ability of any other person to access or use HubConnect; (f) modify, adapt or translate any portion of HubConnect; (g) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from HubConnect.

5. Termination

Orange may improve, change, suspend, discontinue or terminate HubConnect all or in part at any time, including the availability of any HubConnect feature, without notice or liability to Customer. If HubConnect is terminated, Customer may no longer access HubConnect and Orange shall have no obligation to forward any information to Customer or to process Customer's messages.

6. Intellectual Property

Orange has exclusive rights to any material, data or information (text, graphics, animations, software, music, photos, pictures, audio, videos) contained on HubConnect (the "**Material**") under the French Intellectual Property Code. Nothing in these Terms give Customer any right to use the Material. This provision does not apply to data Customer uploads to HubConnect.

7. Links to other sites

HubConnect may display links and reference to other sites. Orange bears no responsibility for the content of these sites, and does not make any representations or give any warranties with respect to any information contained therein. Customer agrees not to (i) provide or create a link to HubConnect; and (ii) create any frames at any other web site pertaining to any of the materials located at this web site, without Orange's prior express written approval.

8. Personal data collection and use

Orange monitors Customer's use of HubConnect, and may freely use and disclose any information and materials received from Customer or collected through Customer's use of HubConnect for any lawful reason or purpose.

Customer is solely responsible for the data provided to HubConnect and warrants that such data is completely accurate and complete. Orange only collects personal data (Authorized User's name and email address) in HubConnect for Orange's use. Orange is responsible for processing and storing such personal data and will not disclose it to third parties other than third parties hired by Orange to host, manage or operate its websites, or as permitted by law. When Customer provides personal information to Orange, Customer accepts that Orange may retain it and that it may be held by Orange or any third party that processes it on Orange's behalf to provide HubConnect. Any third parties who process personal information on Orange's behalf must maintain the confidentiality and privacy of the personal information that they process for Orange.

Orange will take all reasonable measures available to ensure the confidentiality of Customer's personal data. In accordance with the French law of January 6, 1978 on information technologies, data processing and individual freedom, as amended, Customer may oppose, access and correct its personal data at any time by written request to your **Orange sales'contact**. Orange will update Customer's personal data as soon as reasonably practicable upon receipt of Customer's request. Customer is the data controller for the

personal data of its Authorized Users processed with and by HubConnect and assumes any obligations with respect thereto.

9. Cookies

Customer understands Orange's servers may record certain Customer information (for example, the web browser or type of device used) that does not qualify as personal data and cannot be used to identify an Authorized User. In addition, Customer's use of Orange's websites may trigger cookies - a small file containing a string of characters that is sent to a user's computer when visiting a website. When an Authorized User visits HubConnect again, the cookie allows HubConnect to recognize the Authorized User's browser.

10. Security

Customer acknowledges that due to the nature of the Internet network, transmission to and from HubConnect may be subject to interception or misdirection or unauthorized access despite Orange's security precautions. By registering for and accessing HubConnect, Customer acknowledges therefore that information, which may be considered confidential by Customer (such as network performance, trouble tickets, billing information), may become accessible over the Internet.

11. Liability

Orange makes reasonable efforts to regularly update the data posted on HubConnect. However, Orange is not liable for errors, discrepancies or omissions regarding the data. Orange is not liable to Customer for consequential, indirect, exemplary or special damages, including without limitation damages for lost profits, revenue, opportunity, damage to or loss of data or other economic loss, anticipated revenue or savings, punitive or any other similar damages, regardless of the form of action whether in contract, indemnity, warranty, strict liability, negligence or tort with regard to their performance or non-performance under these Terms, misrepresentation or the provision of HubConnect.

12. Entire Agreement; Updates

These Terms constitute the sole understanding of Orange and Customer with respect to HubConnect and supersede all prior oral and written agreements, representations, statements and understandings relating to HubConnect. Orange may, in its sole discretion, change, complete, delete or update these Terms at any time without prior notice.

13. Governing Law

These Terms are subject to French law, and Customer, by accepting their conditions, gives exclusive, irrevocable competence to the French courts in Paris.

14. Notices

All notices to Orange regarding these Terms shall be sent to coordination.roaminghub@orange.com