

TERMS AND CONDITIONS

This Orange TopUp mobile app is brought to you by Cellplus Mobile Communications Limited (hereinafter referred to “Cellplus”), a fully owned subsidiary of Mauritius Telecom under the brand Orange. The Orange TopUp mobile app (“the App”) is a mobile self-care application allowing users to easily manage and purchase mobile credit and data packages. The App allows customers to:

- check their mobile credit(airtime) and data balances
- recharge their account using Credit Card, Orange Money and Scratch Cards
- purchase and manage data packages using Credit Card, Orange Money and Mobile Credit
- stay updated with the latest promotions, offers and services

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. We are offering you this app to use for your own personal use without cost, but you should be aware that you cannot send it on to anyone else, and you’re not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You are not allowed to attempt to extract the source code of the app, and you also shouldn’t try to translate the app into other languages, or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, belongs to Cellplus.

1. About

The app is available for download and use Orange customers will be able to use features of the App.

Usage

The app shall be downloaded only from the PlayStore© or App Store©. Cellplus shall not be held liable for apps downloaded from any other sources. Cellplus shall not be liable for the security of the subscriber’s personal information or any adverse impact the app can have on the customer’s phone or data held in it if the customer uses the App on a jail-broken or rooted device.

Prior to the use of the mobile app, the subscriber’s SIM card shall be validated against Cellplus’ database under Edge/3G or 4G network coverage or using a One Time Code over WiFi. This is crucial to verify the user’s identity. The app’s features and services will be unavailable unless the Subscriber validates his SIM card.

2. Security

The Orange TopUp app gives you access to your mobile credit for transactions. Any transaction carried out from the mobile app is the sole responsibility of the person to whom the SIM card is registered. The subscriber shall take reasonable care to prevent unauthorised access to the app.

Subscriber shall under no circumstance share his/her One Time Code with anyone.

Cellplus shall not be held liable for any unauthorised transactions on Subscriber’s account or any frauds on the payment systems detailed in sections 3 and 4 below.

3. Credit Card Security

Payment for Credit Card is performed through SBM's Payment Gateway. SBM is constantly helping its customers to minimize online fraud and above all provide a comfortable level of protection to its merchants by proposing the latest security standards of Visa, MasterCard and UnionPay International (UPI) using the Verified by Visa (VbV), MasterCard Secure Code and UnionPay Online Payment (UPOP) to merchants.

Credit card details are submitted directly on SBM's payment Gateway; the Orange TopUp app does not store any credit card details (card number, CVV or Credit Card owner's name) submitted on that page.

4. OrangeMoney

OrangeMoney is the proprietary mobile payment solution brought to you by Cellplus and its partnering bank.

Transactions using Orange Money are secured by the user's Orange Money PIN securely provided to the user during Orange Money registration. The user will be prompted to enter this PIN upon confirmation of payment in a secured USSD session.

Subscriber shall not share their Orange Money PIN to anyone else, including when submitting a complaint to MT.

5. Copyright

Cellplus grants the customer a non-exclusive, non-transferable licence to use the app on one device that he/she owns and/ or controls for personal non-commercial use only. Download and use of this app are free of charge save and except for charges referred at clause 6 below. The Subscriber undertakes not to copy, modify and/or adapt the App or any of its components.

The Subscriber shall not reproduce or use the data, graphics, logo and/or trademark of Cellplus.

The data, in whole or in part, shall not be stored in a retrieval system of any kind without the prior permission in writing from Cellplus. Enquiries regarding such permission shall be made to Cellplus.

6. Charges

Download

The Orange TopUp app is available for free on PlayStore/AppStore for all users.

Network Data Charges

Network data charges may apply for using the app. Please check with your operator.

However, network data charges will not apply for My Account services (Airtime and Data Top Up and Balance Inquiry) for MT Orange Customers if accessed from the Orange Network in Mauritius. If you access the app outside Mauritius then you may incur other data charges at the standard data rates for roaming.

7. Mobile Internet Packages auto-renewal

Most of the mobile Internet packages available through the app are auto-renewal packages. In other words, the package will be renewed if there is sufficient credit **on the mobile phone for which the data package is being bought**. Otherwise, no renewal happens as the app does not store any

payment details. By purchasing a package for yourself or a third party, you agree that you will be liable for any expense incurred due to the auto-renewal of the package.

Should the beneficiary of the package chose to stop the package, this can be done by sending an SMS to 8684: e.g. stop internetweek or by going to the Package Details section if the beneficiary also has the Orange TopUp app.

More details on prepay packages and renewal can be obtained here:
<http://www.orange.mu/mobile/prepay-packages.php>

8. Exclusion of warranties and limitation of liability

To the fullest extent permitted by applicable law, the app is provided to you “as is”, without support or maintenance. Cellplus does not warrant that the app will meet your requirements or that the operation of the app will be uninterrupted or error free. To the extent permitted by law Cellplus disclaims and exclude all warranties, representations, conditions and other terms of any kind, express or implied and whether arising by laws or otherwise. This clause does not affect your legal rights as a consumer.

9. Updates to Terms and Conditions

Cellplus may change the terms and conditions at any time in accordance with your General Terms by sending you an SMS with details of the change or notifying you of a change when you next start the Application or log onto our website. The new terms may be displayed on-screen and you are required to read and accept them to continue your use of Orange TopUp.

From time to time updates to the app may be issued via the Apple App Store or Google Play stores. Depending on the update, you may not be able to use Orange TopUp or some of its features until you have downloaded the latest version of the app and accepted any new terms.

Cellplus reserves the right to add, modify or discontinue any features in its continual effort to improve its service offerings. Cellplus is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you’re paying for.

10. Contacting you

Cellplus may contact you from time to time about MT/Orange offers including promotions relating to this app. We shall do this through SMS, text, notifications or ads in the mobile app. By agreeing to the terms of usage, you agree to us sending these contents electronically.

11. Third Party Rights

The provider of the store from which you download the Orange TopUp (the "Store Provider") is not a party to the present Terms and is not responsible for the Orange TopUp and its content.

12. Complaints, Suggestions, Ratings and Feedback

Cellplus values your esteemed feedback in its continual effort to improve its service offerings. As such, ratings can be submitted on AppStore/PlayStore. Feedback or Complaints can also be submitted in-app or by emailing contact@orange.mu

13. Disclaimer

Cellplus has taken all reasonable care in the preparation of this application. However, Cellplus shall not be held liable in case of any prejudice or consequential loss including loss or impairment of data which may arise or result from errors or omissions, or for non-delivery of any product or service for whatever cause.

14. General Provisions

These Terms and Conditions are governed by the laws of Mauritius. 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 Mauritius. 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.