

GENERAL CONDITIONS CONCERNING THE SALE OF THE TOURISM CARD MOBILIS BY OPT-NC

ARTICLE 1 – GENERAL TERMS AND CONDITIONS CONCERNING THE SALE OF THE "TOURISM CARD" OFFER BY MOBILIS

1.1 The following terms and conditions concerning the commercialization of the Mobilis prepaid 'Tourism Card' regulate the relationship between the cardholder and the OPT-NC it is subject to specific terms and conditions. 1.2 The SIM card and recharges are sold within the OPT-NC sales network. 1.3 Upon purchase, the cardholder is obliged, in accordance with the French Post and Telecommunications Code, to produce an original document as proof of identity to the seller, who in turn will keep a copy of the document. These documents will be returned to the OPT-NC which in turn will keep a copy in accordance to its legal obligations. The contract will come into effect on the day of the purchase of the service with the SIM card. The general terms and conditions of sales will be presented to the client before purchasing the service. Purchasing the service implies acceptance of the general terms and conditions. 1.4 The cardholder agrees to use the public communications network in accordance with the laws and regulations in force and in accordance with its intended use. The cardholder is responsible for the use he/she makes of the public network.

2- TERMS AND CONDITIONS CONCERNING THE USE OF THE 'TOURISM CARD' SIM CARD.

2.1 The SIM card is protected by a PIN code initialized to 0000. It is recommended to personalize your code by following the instructions in the user's guide. It is the cardholder's responsibility to keep PIN number confidential. The cardholder is solely responsible for any consequences which may result from disclosing his or her PIN number. Furthermore, the cardholder is given a Personal Unblocking Code (PUK) which will allow the cardholder to unblock the SIM card should the incorrect PIN number be entered incorrectly three times. The OPT-NC is the sole owner of the SIM card. Therefore, the client cannot sell, rent, destroy, copy or damage it in any way. 2.2 The SIM card is associated to a phone number which is made available to the cardholder by the OPT-NC. This number is communicated to the cardholder by voicemail, during his/her first phone connection to the 'Tourism Card' assistance service. The cardholder is not eligible to register in the OPT-NC user information system (phone directories: printed or electronic, information services) 2.3 The SIM card is associated to a prepaid communication rechargeable account. The account is activated by the cardholder on the first call by connecting to the 'Tourism Card' assistance service. 2.4 The SIM card is sold with initial call credit; it must be used within 90 days from the day of activation of the prepaid communication rechargeable account. 2.5 The cardholder can make and receive calls, within the coverage area, from any approved GSM terminal and within the limits of his/her remaining phone credit. The cost of a call from the cardholder to the 'Tourism card' service is deducted from the cardholder's prepaid communication rechargeable account. The cardholder can at any moment consult the 'Tourism Card' assistance service to find out the balance of their prepaid communication rechargeable account. 2.6 It is the cardholder's responsibility to make sure that prepaid communication rechargeable account has enough credit to ensure that communication will not be interrupted. 'Tourism Card' assistance service encourages cardholders to top up their credit when their balance is getting low. As long as the account has not been closed, calls to emergency services are free and accessible. 2.7 All call credit is automatically and irrevocably lost if it is not used during the period of validity. 2.8 The period of validity of the SIM card or the number or the call credit (recharged or not) is 90 days. During this time, it is nevertheless possible for the cardholder to continue to receive calls on his/her terminal and to call emergency numbers. 2.9 The cardholder can credit his/her account at any time during the period of validity. To do so the cardholder can top up the account one or more times by following the instructions in the user's manual.

ARTICLE 3 – THE TOURISM CARD'S VOICEMAIL SERVICE

3.1 Every SIM card includes voicemail. Voicemail receives calls in which the cardholder is unable to answer whether he/she is already taking a call, unavailable or outside of the Mobilis' wireless coverage area. Voicemail can stock up to 50 messages of up to 2 minutes each. 3.2 In order to take advantage of this service, the client must dial 577 and follow the instructions. The voicemail functions when the client does not answer an incoming call or when the line is engaged. The caller is automatically directed to his/her correspondents' voicemail and can leave a message. The caller will hear a generic message confirming the number which he has called and the reason for voicemail (no one has answered or the line is engaged). Should the client wish he/she can personalize the message at any time, thus deleting the generic message. To do this, the client must dial 577 and follow the instructions. 3.3 The client can at any time choose to deactivate voicemail either totally or partially. For every message received, the date, time and caller's phone number are indicated followed by his/her message or an automatic message which informs the client that the caller did not leave a message. 3.4 The unread messages are stored for only 15 days. 3.5 To be able to consult voicemail the user must have phone credit. 3.6 Using voicemail is free.

ARTICLE 4- SHORT MESSAGE SERVICE (SMS)

4. 1 SMS allows the client to receive and send a written message to anyone possessing a mobile phone. Sending a SMS is done from the client's Mobilis. 4.2 The OPT-NC can send general interest messages from New Caledonia to the client by SMS. 4.3 To receive a SMS, the client's Mobilis must be in Mobilis' wireless coverage area and powered up. Otherwise the message is stored for 4 days. It is the client's responsibility to check his/her messages within that period so as to not lose any messages. 4.4 It is possible to save several messages on the client's SIM card. It is up to the client to regularly delete the messages on the SMS card. 4.5 The OPT-NC will not be held responsible for the loss or altering of SMS due to saturated memory of the SIM card or the client's Mobilis. The OPT-NC is not responsible for the content of SMS sent to the client. 4.6 It is up to the client if necessary, to get the proper authorizations to replicate the content when sending them by SMS. The OPT-NC disclaims itself from any liability in this regard. 4.7 The client can access Mobitag+ services sent by a

third party, who are responsible for the proper execution and the content of the service requested by the client.

ARTICLE 5 – MOBILE DATA ON DEMAND

5. 1 This service is available provided that the mobile phones sending and receiving are compatible and configured for this service. These configurations are available upon demand at OPT-NC agencies and on the website at www.opt.nc. It is also up to the client to make sure the he/she is in a zone with 3G/4G coverage in order to be able to access this service and to have optimal internet speed. (With EDGE/GPRS coverage, this service will work however the internet speed will be slower). 5.2 – The product range of mobile data on demand permits clients to have occasional internet access, on demand, by sending a SMS. It is composed of several offers, which vary on volume and data size, as well as the validity of the connection. The client chooses the offer which best serves his needs and dials the corresponding number. 5.3 The client acknowledges and accepts that the speed and message transmission delays are not guaranteed by the OPT-NC, because they are theoretical speeds which depend on many different technical factors independent of the OPT-NC. Data speeds vary depending on location, the offer, the client's mobile phone and the number of users connect simultaneously. 5.4 Please note that the internet is not a secure network. Therefore, the client acknowledges that he/she has been fully informed about defects in internet network reliability, especially in terms of the absences of security relating to file transmission, all types of information and data and relating to the fact that performance relating to the volume and speed of data transmission can not be guaranteed. Under these circumstances, it is up to the client to take all necessary measures to protect his/her information system, in particular against internet viruses, from the intrusion of a third party into the system of their equipment without the OPT-NC holding any responsibility. The client agrees to respect the applicable laws and regulations concerning the dissemination and contents transported within the Mobile Data on Demand service. The client acknowledges that he/she is solely responsible for what he/she does with the content and services from the internet. As such, the client shall guarantee the OPT-NC against recourse, by any third party, and from any legislation whatsoever, from the moment that any action associated with any such data is taken against the OPT-NC. 5.5 The OPT-NC holds no responsibility should gross misconduct be proven. 5.6 The cost of access to the Mobile Data on Demand service is the price of an overtaxed SMS, and depending on the chosen offer, in accordance with the current rate.

ARTICLE 6- SUSPENDING SERVICE

6.1 The SIM card holder who omitted to give proof of identity when buying the card (ref. article 1.3) will be suspended for 30 days from the day of activation. The cardholder has an extra 30 days, from the day of suspension noted above, to contact the local Post and telecommunication office. 6.2 All irregularity in payment will lead to an immediate suspension of the 'Tourism Card' service. The cardholder has 15 days to sort out and correct payment once he/she has received formal written notice from the OPT-NC and regains the right to make and receive calls. 6.3 The cardholder is allowed to enter the recharge code de 3 times per call for a maximum of 20 calls. Beware however, if the client only makes 1 try to enter the code per call, the account will become blocked at the end of the twentieth call due to entering a faulty code. Once the limit is reached, if the client wishes to recharge his/her account, a message will be sent to the cardholder inviting him/her to contact the prepayment customer service line. 6.4 Once the expiration date as mentioned in 1.4 and 1.8 has been reached, the phone number previously attributed to the cardholder by the OPT-NC will definitively be terminated: the prepaid communication rechargeable account will be closed.

ARTICLE 7- THE OPT-NC'S COMMITMENT AND THE LIMIT OF ITS RESPONSIBILITY

The OPT-NC is responsible for putting into place the resources required for proper functioning of the 'Tourism Card' service by Mobilis. It will take all necessary means and measures to maintain continuity and quality service. 7.2 The OPT-NC is not responsible:- the risks of electromagnetic waves propagation, all kinds of electromagnetic disturbances; the interruption and cessation of the service by decision of the public authorities or due to a case of force majeure; - deficiencies in the service caused by maintenance, redevelopment, upgrades or work to expand their network, as well as a case of force majeure; - in the case of limited network coverage;- in the case of misuse of the SIM card; - deficiencies caused by using Mobilis; services provided by independent providers which the cardholder can have access to with his SIM card; any complaints concerning these services must be addressed to the concerned providers;- of a modification of his/her phone number due to technical constraints; content from messages addressed to the cardholder;- the loss or altering of messages deposited in the mailbox which were not read in the delay mentioned in article 4.4 or caused by a saturated mailbox. 7.3 In any case, the OPT-NC will in no way be held responsible for repairs for eventual damage indirectly sustained by the cardholder when using the prepaid service. Indirect damages are those which do not solely and directly result from a deficiency caused by the OPT-NC. What is meant by indirect damage includes, operating and commercial losses. The OPT-NC will not be held responsible for the consequences faced by the cardholder which may arise from the theft of loss of the SIM card, nor by disclosing to a third party his/her confidential code. PENALTY CLAUSES: if for a reason not covered in the cases above, the client could not have access to the service for more than 4 consecutive business days, he/she could be compensated for the direct prejudice he/she has endured as a consequence and that he/she must provide proof of. In any case, this compensation will be limited to 2 000 XPF.

ARTICLE 8: PROTECTING PERSONAL INFORMATION

Within the framework of the subscription to the 'Tourism Card' service, the client communicates personal information which could be subject to computer processing. This information is collected and treated in compliance with legislation related to privacy laws

currently in effect. The information which is communicated is primarily used for the purpose of improving the client's experience and for commercial activities. In the context of accomplishing all or a part of the aims mentioned above, the collected information could be potentially communicated: - authorized to OPT-NC personnel, -to its partners or ancillary service providers, in order to be able to address commercial offers adapted to clients. In the event of commercial prospecting by electronic means initiated by the OPT-NC or its partners, the client can always subsequently, oppose to information concerning him/her being used for such purposes, by sending a letter to the address indicated below or by clicking on the link 'désinscription' or 'unsubscribe' which can be found in the e-mail from the OPT-NC. The commercial purposes referred to, are conserved for three years starting from termination of the business relationship. It is stated that some of the recipients mentioned above are potentially established outside of the European Union and have access to all or part of the personal information collected by the OPT-NC, this for the purpose of ensuring the full performance of the contract.

Transfers of data conducted outside of the European Union are carried out in accordance and under the conditions set out by current legislation. The personal data collected is essential to enable the execution of the contract. Naturally the client can exercise his/her right to oppose this, however he/she is informed that that course of action could lead to him/her not being able to access certain services or supplies. This right to oppose and access rights, to delete and rectify information concerning him/her can be exercised by the client, by sending a letter and enclosing a photocopy of his/her piece of identification to the following address: Office des Postes et des Télécommunications de Nouvelle-Calédonie Délégué à la protection des données : 2, rue Paul Montchovet - 98841 Nouméa Cedex - Nouvelle-Calédonie. The client can also define instructions concerning the conservation, deletion and the communication of his/her personal data after his/her death. The client's attention is also drawn to the fact that the information contained in the files can also be subject to external communication in the purpose of responding to legal and regulatory obligations. Unless the client has expressed his/her wish to the contrary, when using a geolocation service, the OPT-NC will communicate to a third-party provider responsible for the execution of the service the client's geographical location information. That communication is strictly regulated. It is used by the service provider to deliver the geolocation service. For sending SMS messages (short message services) outside of New Caledonia, the OPT-NC uses the services of a network service platform. By sending a SMS to a destination outside of New Caledonia, the client consents to certain information, permitting the identification of the line, being transmitted to operators responsible for the final transmission to a third-party country. The client can not oppose to his/her number showing up on his/her correspondent's equipment.

ARTICLE 9 – FORCE MAJEURE

Aside from what is usually retained by the case laws in the France Court of Appeal, are considered as cases of force majeure or fortuitous events: exceptionally bad weather, floods, fires, lightning strikes, phenomena of electrical or magnetic origin which disrupt the network, strikes, terrorist attacks, legal restrictions to the provision of telecommunication services and, generally speaking, all other events concerning force majeure or fortuitous events; under article 1148 of the French civil code.