

General Conditions of Use of the Contacts Backup Service

1. General conditions applicable

These Terms and Conditions ('the Terms') set out the terms of use for the Contacts Backup Service (including updates) ('the Service'), that you use and apply to all users. These Terms form a legally binding contract between yourself ('you' or 'user') and Orange Personal Communications Services Limited ('Orange'). Any use by you of the Service means that you accept, and agree to abide by, all of these Terms.

The Terms supplement any and all terms and conditions of use governing the use of your mobile phone or other Orange services. These can be found at www.orange.co.uk/terms and www.orange.co.uk/business/terms.

In these Terms the following words have the following meanings:-

Device	mobile telephone or any other device compatible with the Service;
Equipment	means in particular, without this list being exhaustive: mobile telephone, personal computer, messaging system, Internet access, software programs and data;
Calendar	service offering in particular management of tasks and events;
Contacts	service offering in particular management of the user's contacts sometimes referred to as My Contacts or address book;

2.

The Service is operated by Orange. References to Orange are to Everything Everywhere Limited which is registered in England and Wales under company number 02382161 and has its registered office at Hatfield Business Park, Hatfield, Hertfordshire. AL10 9BW. In these Terms Orange may be referred to as 'we', 'us' or 'our'.

Orange is regulated by OFCOM.

3. The Service

In order to be eligible for the Service, you must access it with a compatible Device, a detailed list of which is available on www.orange.co.uk/contacts. Whilst we have designed the Service to work with the majority of systems and devices it is your responsibility to ensure that your Device and equipment is compatible with the Service.

You can access the Service by texting 'backup' to 247.

The Service enables you to synchronise the contacts, calendar and tasks stored on your Device with the contacts, calendar and tasks of the 'contacts' and 'calendar' services available on your

www.orange.co.uk account. You will also be able to synchronise your accounts, calendar and tasks with your Device from your www.orange.co.uk account where they will be stored whilst you are an Orange customer (not all devices support this feature). You do not need to have an Orange.co.uk account to benefit from the Service.

Data stored on your Device may be saved. Data stored on your SIM card must be saved to your device to be backed up.

As soon as synchronisation has been completed, you will receive an SMS confirming the success of the operation.

If you accidentally delete your Contacts, lose your Device or have your Device stolen, you can restore the information that is stored on Orange.co.uk to your existing or replacement Device by using the Service (providing you are using a compatible Device).

Synchronisation may be completed from abroad on some specific devices.

You can view the content you have backed up www.orange.co.uk/contacts.

The Service software remains at all times the exclusive property of France Telecom. You may not assign, lease, destroy or degrade it in any way whatsoever. You agree to use the Service software only in the course of using the Service.

Orange may, for the purposes of the Service, undertake technical modifications to the software and/or services made available as part of the Service. You will then be responsible for implementing or downloading any updates prescribed by Orange.

4. Fees and Charges

Use of the Service is free of charge in the UK. Orange reserves the right to charge, in future, for the Service. Standard roaming charges will apply when the service is used abroad. Orange will notify users before any charges are introduced, such notification being made via Orange.co.uk.

5. Limitation of Orange Liabilities

We provide the Service 'as-is' 'with all faults' and 'as available'. You accept that the Service will not be free from defect or error or disruption in service. We do not guarantee the accuracy or timeliness of the Service. No express warranties, guarantees or conditions are given. Your legal rights as a consumer are not affected by this disclaimer.

We do not limit our liability if you die or are injured as a result of our negligence or if you suffer loss as a consequence of any fraud by us.

We shall not be liable to you or any business connected with you, either in contract, tort (including negligence) or otherwise for any losses which are related to you or your business, including, without limitation, loss of data, loss of profits, loss or revenue or business interruption or any and all other losses which are not reasonably foreseeable by us.

In addition to the other circumstances referred to above you agree that Orange will not be held liable:

- in respect of malfunctioning of the Service following the introduction of a virus transmitted via the Internet or GSM network and affecting the functionality of either your Device or the Service generally;
- in respect of content and nature of information, signs, images, graphics, sounds or any other data input by you in connection with the Service;
- in the event of any abnormal or prohibited use of the Service by you;
- in the event of incompatibility or malfunctioning of Equipment or Devices, used by you in connection with the Service;
- in respect of information lost because of routine or essential maintenance and or repair of the Orange network or equipment which effects the Service;
- for misuse of the Service by you.

We shall not be liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

Under no circumstances shall Orange's total legal liability to you for all damages, losses and causes of action go beyond the amount paid - if any - in using the Service.

6. User's obligations and liability

The Service, as well as all of the functionalities which characterise it, may be implemented only if you have a compatible Device and ancillary Equipment.

You are responsible for taking all appropriate measures to protect your own Device and or other Equipment, data and/or software from infection by any viruses or third party intrusion and for making backups prior and subsequent to use of the Service.

The Service is provided to you on a non-exclusive, non-assignable and non-transferable basis. Any other use is expressly prohibited. You are prohibited from reproducing, copying, selling, reselling or exploiting for any commercial purpose whatsoever all or any part of the Service, any use of the Service or any right of access to the Service.

You are authorised to use the Service for lawful purposes for your individual use only. In particular, you are not allowed to use the Service for professional, commercial or promotional purposes and you accept that it is reasonable for Orange to limit its liability to you in the terms of clause 4 in this regard.

Orange disclaims any liability in the event that your use of the Service does not comply with these Terms.

You undertake to use the Service as a careful and diligent user and you are forbidden any use which is contrary to any laws and regulations in force. In particular, you are not allowed to use the Service for transmitting or receiving information or data of any nature whatsoever which is of a threatening, shocking or defamatory nature or which breaches confidentiality undertakings or is in breach of intellectual property rights.

You are not allowed to disseminate any viruses or electronic files designed to limit, interrupt or destroy Orange's network and/or any Equipment or other telecommunication tool.

7. **Privacy**

Your use of the Service should be for individual use only.

You are responsible for the content of data transmitted to us for the Service.

If you are not a subscriber to the Orange Mobile Service you confirm that you are acting with the direct authority of the subscriber when processing any data or using the Service.

We will only process the data you send us for storage purposes in order to provide you with the Service described in these Terms and we will not use the data for any other purpose

We will maintain a secure IT system for the storage of personal data supplied by you to us ("Secure System") and to protect such personal data against unauthorised and unlawful processing, accidental loss, destruction or damage. We will ensure that only those personnel who are involved in the provision of the Service are able to access the Secure System.

We may, however, access and/or disclose information about you, your

account and/or the content of your communications [or information transmitted to us as part of the Service, to third parties, in order to:

- i. provide the Service to you or comply with our obligations under these Terms;
- ii. as a result of any order of a court of competent jurisdiction or by statutory authority;
- iii. enforce and/or investigate any non-compliance with these Terms or other terms and conditions which apply to the use of this Service, your mobile telephone or other Orange services; or
- iv. enforce our rights, or protect our property, or the safety of our employees, our customers or the public.

We may also transfer any personal data you provide us overseas (including, without limitation, outside of the EU) for the purpose of providing you with the Service, but if we do so we agree to transmit and store all such personal data securely, and to protect against unauthorised access, accidental loss, destruction or damage.

You consent to the access and disclosures outlined above.

We may collect certain information about Service performance, or the Device or machine from which you access the Service. You agree that we may collect such information about your use of the Service automatically. For more information about the way in which we collect such data, please see our Privacy Policy which can be found at www.orange.co.uk/privacy.

8. Changes to the Service or Termination by Orange

We may change the Service, including any charges or fees for access to or use of the Service, or delete features at any time and for any reason upon giving you reasonable notice of the same. Your continuing use of the Service constitutes your acceptance of any new terms and conditions.

Orange reserves the right to terminate the Service at any time provided we give you at least 30 days notice by email or text message to the contact details provided by you to us. It is your responsibility to ensure that the contact details we hold are up to date

Orange may at any time and without notice suspend or terminate your access to the Service if:

- . You supply misleading information at the time of registration;
- i. You engage, or we have reason to believe you have engaged in any prohibited activities;
- ii. You do not comply with these Terms;

Once the Service is suspended or terminated, any data you have stored, either on any hardware or Device or on the Service may be lost and may not be retrieved later.

Our cancellation of the service will not alter your obligation to pay all charges made to your billing account.

If your mobile phone is disconnected from the Orange network you will not be able to use the Service. Your use of the Service will be cancelled automatically. It is your responsibility to ensure that you have exported a copy of your Contacts prior to closing your account from the Orange website.

9. Termination by you

Subject to you paying all outstanding charges in relation to the Service made to your billing account you may terminate the Service by calling Customer Support as follows:

- Pay monthly mobile customers
150 from your pay monthly phone or 07973 100 150 from any other phone
- Pay as you go mobile customers
450 from your pay as you go phone or 07973 100 450 from any other phone

You may be required to prove your identity to our reasonable satisfaction before we accept such notice of termination as being valid.

10. Changes to these Terms

We may revise these Terms at any time. You are obliged to check the Terms at www.orange.co.uk/terms and www.orange.co.uk/business/terms from time to time as any changes we make will be deemed legally binding on you.

11. Waiver

No waiver of any rights arising hereunder shall be effective unless in writing and signed by the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power or remedy.

12. Severability

If any of the terms and conditions or provisions of these Terms shall be held to be invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such provisions shall be severed and the remainder of the Terms shall continue in full force and effect.

13. Other things you need to know

These Terms and any non-contractual obligations arising out of or in connection with these Terms, shall be governed by and construed in accordance with English Law and each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with these Terms or their enforceability.

Unless otherwise provided in these Terms, any notices other than a notice of termination by you pursuant to clause 9 must be sent by e-mail, post or delivered by hand as follows:

- . to you, at the address you have given us or the e-mail address given to us in your Registration Details or to any other address you provide to us subsequently in accordance with these Terms;
- i. to us by post addressed to Customer Support, Orange, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ; or
- ii. at www1.orange.co.uk/mobilecontactus

In the case of notices sent by e-mail, such notices shall be deemed to be received when capable of being accessed by you. In the case of notices sent by post, such notices shall be deemed to be received on the second business day after posting.