

ICOSNET SPA

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El Quds Business Center Central Tower, 6th Floor. Cheraga

ICOSNET GENERAL TERMS AND CONDITIONS OF SALE

ICOSNET Company, Joint Stock Company, with a capital of 327,362,500 Algerian Dinar, Registered office: El Quds Business Center, Level 10 Floor 6 Chéraga, Algiers Registered with the Algiers Trade and Companies Register: 16/00-0006673B99 Represented by Mrs. Ryma AZZOUZ, in her capacity as Chief Commercial Officer Hereinafter referred to as "ICOSNET" or "Supplier".

On the one hand, And	
Legal status	Registered with the Trade Register No.
Registered office	
Represented by Monsieur	
in his capacity	Hereinafter referred to as the customer.
Moreover	
"ICOSNET" or "Provider" and	or "The Customer", are collectively referred to as
"Parties" and individually by the term "Party".	

Structure of the Contract:

This Agreement consists of the Clauses of this document and its Appendices:

- The Purchase Order(s) specifying the Service(s) ordered and the payment terms; - The Special Terms and Conditions of the Service(s) including the price list.

The Parties expressly acknowledge that all the elements that make up this Agreement are of the same rank, in the event of any discrepancy between the provisions of the BC, CPS and GTCS in the following order of BC, CPS, T&CS and that any future updates or additions that they may decide to introduce to it, signed by both Parties, will be an integral part of it. Obligations arising from such updates or additions will be due and payable on the date of signing, unless another effective date is expressly established.

The declaration of nullity of any of the Clauses of this Agreement by the Competent Authority shall not affect the validity of the remaining Clauses. In this case, the Parties to the Contract undertake to negotiate a new Clause to replace the cancelled Clause, the spirit of which will be as identical as possible to that of the cancelled Clause.

Definition of the services provided:

Each of the following terms and expressions shall have the meanings ascribed to it below:

- "Order Form" means a document provided by the Supplier and signed by the Customer of the subscription to a Service and accepted by the Supplier.
- "Call Center" means a business or organization whose main activity, carried out by several call center operators, is to answer large numbers of calls by telephone, or to make large numbers, according to a defined procedure, on behalf of one or more customers.
- "Customer" means the Party benefiting from a Service provided by Supplier under this Agreement.
- "Agreement" means this Agreement, including its Appendices.

- "CPS" means the Specific Terms of Service(s).
- "Delivery Date" means the date on which the Supplier notifies the Customer that the Service is available.
- "Login": Any confidential code or password allowing the Customer to identify itself and connect to the Provider's Services.
- "Equipment" means any equipment provided to the Customer by the Supplier as part of a Service. These include hardware, software, software packages and configurations, configurations or documentation.
- "Force Majeure" means any cause beyond the control of one of the Parties, affecting the performance by one of the Parties of its contractual obligations, including but not limited to natural disasters, lightning, floods, climatic disorders, terrorist acts, fires, explosions, land subsidence, wars, insurrections or disturbances of public order, strikes or labour disputes of any kind, actions or decisions of governmental authorities, local or national agreements, or compliance with them, the imposition of sanctions or other trade restrictions.
- "Supplier" refers to the company ICOSNET SPA which is responsible under this Agreement for providing the Service(s) to the Customer.
- "Internet" refers to the open and informal network, consisting of the international interconnection of computer networks using the TCP/IP standard. The management of this network is not subject to any central entity. Each portion of this network belongs to an independent public or private body. Its operation is based on cooperation between the operators of the different networks without there being any obligation to supply or quality of supply between the operators. No one can guarantee the functioning of the Internet as a whole.
- "IP (Internet Protocol)" means an Internet protocol that allows communication in a heterogeneous environment.
- "Business Day" means any day other than a Friday and Saturday, or a national holiday.
- "Month" means a calendar month.
- "Network": refers to all of the Supplier's telecommunications networks.
- "Service" means the service(s) as described in the relevant CPS.
- "Site": Refers to the Customer's local address(es) whose address appears on the Order Form.
- "Suspension" means a temporary interruption in the provision of a service.
- "Termination" means the permanent cessation of the provision of a service.

Article 1 - **Purpose** The purpose of this contract is to define the conditions under which the supplier makes available to the customer a service or services described therein as well as in each corresponding appendix.

Article 2 - **Provision of the Service** The Service to be provided by ICOSNET is that described in the CSS of this Agreement. Such Service HCS, from time to time, shall refer to this Agreement and shall be deemed to be an integral part of this Agreement upon addition to the Agreement by the duly authorized representatives of each of the Parties. Notwithstanding anything to the contrary, the notice periods described or required under this Agreement or any Schedule shall be deemed to commence on the date of receipt of the notice by the person to whom it is given.

Article 3 - **Duration of the Contract** This Contract is concluded for an initial period of commitment of a minimum one (1) year after the effective date of this Agreement, unless otherwise specified in the Service Order Form. The contract comes into force on the date of signature of the contract by both parties. In the event of a first tacit renewal of the contract, its period will be indefinite unless terminated by either Party by registered letter with acknowledgement of receipt (AR) sent by one Party to the other with thirty (30) calendar days' notice.

Article 4 - **Suspension/Termination** Without prejudice to any other right of termination conferred by this Agreement, the Supplier may immediately terminate by operation of law, without liability or compensation of any kind due to the Customer, in the following cases:

- the Customer's credit is insufficient to guarantee the prepaid payment of the Service, and has not made a transfer to fund the prepaid account;
- -To the extent permitted by law, in the event of the Customer's cessation of payment, bankruptcy filing, or the opening of voluntary or involuntary bankruptcy proceedings under insolvency laws, arrangement with creditors, company restructuring, judicial liquidation, or dissolution of either Party (the signature of one or more financing agreements with third parties that do not constitute a reason for exercising the above-mentioned rights); By order of a competent administrative, judicial or regulatory authority. If the use of the service by the Customer or any person having access to the Customer Service is unlawful, damaging said Service or the Network, the Provider may terminate this service, The Provider will first notify the Customer by formal notice with an immediate warning.

- If the customer does not comply, the provider may suspend the provision of the service until the customer has provided proof that it has remedied the cause of the unlawful or harmful use. In the event that the customer does not succeed within thirty 30 days of suspension or disconnection, the provider may terminate the service without notice.
- -Upon termination, the Supplier shall have the right to proceed with the recovery of the Hardware already installed; the Customer shall be notified by telephone call, SMS or e-mail, or by post with acknowledgement of receipt of the date and place of the procedure for the recovery of all the Equipment, it shall be bound by the latter. calendar days after the date of their receipt by email, post or bailiff, the services offered by the Provider and the subject of these Terms and Conditions will be suspended.
- -If after this period, this irregularity is not restored, the supplier may terminate the contract within two weeks after receiving a formal notice by post, email or bailiff. -In the event that the service to which the customer has subscribed includes a subscription, the billing of the latter will continue throughout the suspension period. -Either of the two parties may terminate this Contract at any time by giving notice thirty (30) calendar days by written letter with acknowledgement of receipt. If the Customer terminates this Agreement before the end of the initial period provided for in Article 3, the Customer shall remain liable for all amounts of the remaining contract period in the case of a prepaid service, and the total subscription fees for the remaining contract period, in the case of a postpaid service, including the suspension period of the services. This clause shall apply in the event of a request for termination by the Customer with or without cause, or in the event of termination by the Provider in the cases provided for in Article 4

Article 5 - Assignment - Transfer - Subcontracting

- 5.1. The Supplier may assign or transfer all or part of the Agreement to one of its Affiliates, subject to acceptance after immediately informing the other Party in writing.
- 5.2. Any assignment made by the Parties without complying with the provisions of this Agreement shall be null and void.
- 5.3. The Supplier may subcontract the performance of the Service provided under the Contract, in whole or in part, to one or more suitable subcontractors, insofar as this does not prejudice the Customer.

Article 6 - Limitation of liability

- **6.1** Given the high level of technology used in the implementation of the Agreement, the Supplier will provide the Service within the limits set by the available technical resources.
- **6.2** The Supplier shall not be liable to the Customer for any consequential damages, including but not limited to loss of profits, turnover, opportunity, data or other financial loss, income or anticipated savings, for any cause whatsoever and regardless of the form of the action brought, whether under the Agreement, in the context of any indemnification, warranty, strict or civil liability, as a result of the performance of this Agreement, a misrepresentation or the provision of any service.
- **6.3** Notwithstanding any other provision of this Agreement, Supplier shall not be liable to the Customer, if any change in its facilities, operations, procedures, or Service: (i) renders any of Customer's equipment or facilities obsolete in connection with its use of the Service; (ii) requires modification, change or relocation of such equipment or installation; or (iii) otherwise affects the performance of such equipment or facility.
- **6.4** The Provider shall not be liable for any loss or damage to the data, informs the Supplier of the Supplier or other content transmitted during the term of the Agreement. Similarly, the Supplier shall not beheld liable for any damage or interruption of the Service subject to this Agreement, due to the actions of the Customer, third parties or in the event of Force Majeure.
 - **6.5** The Customer is solely responsible for the content of the information and communications of any nature whatsoever, on its network, as well as the use and publication of communications or information transiting on its network. The Provider does not initiate the transmission of information, does not choose the recipients of such information, does not choose to modify the information contained in the transmissions. The Customer acknowledges that the Supplier only acts as an intermediary for the transmission of the Customer's and third party information, and that the Supplier does not verify, select or modify such information in any way, except to the extent required by law.

Article 7 - Force majeure

In the event that the Supplier is, due to a case of Force Majeure, unable to perform any of its contractual obligations, the two parties will have to meet after 15 days to find the most appropriate solution . In the event that the force majeure event is not resolved and no solution is possible, any Party may terminate this Agreement without compensation, by sending written notice by registered mail

with acknowledgement of receipt. The Parties shall not be liable for any loss, damage, delay, non-performance or partial performance resulting directly or indirectly from any cause that makes the performance of its obligations impossible and which may be interpreted as a case of Force Majeure. The Parties agree that a Force Majeure Event will include, but is not limited to, the following events:

bad weather, acts of a public enemy, acts or omissions of a public authority, including changes in any regulations applicable to the execution of the General Terms and Conditions of Sale and making the performance impossible or unreasonable onerous, agitations, rebellions, insurrections, riots, wars, whether declared or not, acts of a similar nature, strikes, labour disputes or other industrial action, including at any of the Parties, a supplier or an operator, sabotage, theft, acts of vandalism, explosions, fires, lightning, floods and other natural disasters, failures of an operator or supplier, epidemics or quarantines, embargoes, acts of third parties, loss by the Supplier of any of its various authorizations on the provision of the Service, termination of the Service by the Provider's suppliers. The obligations of the Party that is the victim of the Force Majeure event will be suspended without incurring any liability whatsoever. In particular, the time required for the performance of the obligations of the Party affected by the Force Majeure event will be extended for a period equivalent to the delay suffered. Each Party undertakes to promptly notify the other, in writing, of the occurrence of any event of Force Majeure. The Parties will endeavour, as far as possible, to mitigate the effects of Force Majeure events.

Article 8 – Liability and Commitments of the Parties

8.1 Each of the Parties to the Contract shall be liable to the other for any direct damages caused by either action or omission and which would imply a breach of the obligations established in this Contract and its Appendices.

There will be no liability on the parties to this contract if the damages are caused by chance or due to force majeure. Each Party shall immediately notify the other in writing with return receipt of any termination, suspension, or revocation of any such approvals, authorizations, licenses, waivers, registrations, or other permissions necessary for the performance of such Party's obligations under this Agreement. Each Party undertakes to comply with all applicable laws and regulations in the execution of the Contract of Sale by itself and undertakes to perform its duties according to the normal rules of practice in the profession.

8.2 Supplier's Commitments Subject to the provisions of this Agreement: Supplier undertakes toward the Customer to provide the Service with the competence and care necessary to comply with the applicable national and international standards.

Quality of service: the Supplier undertakes to provide the Service that constitutes the subject of this Contract, in accordance with the quality parameters that would be required at any time by the regulations in force. However, the Supplier shall be held harmless in the event of failures of the Service caused by a situation of Force Majeure.

Availability of the Service: The Service is accessible at any time subject to the following conditions: disruptions caused in particular by unforeseeable events or force majeure, by events beyond the control of the Supplier, by maintenance, reinforcement, redevelopment and/or extension of network facilities. The Customer must report any unavailability of the Service to the Provider's customer service.

8.3 Customer Service (Support, Complaints) The address of the Supplier's Customer Service is as follows: El-Quds Affairs, 10th Level of the Central Tower, Chéraga, Algiers, Algeria. -The Supplier makes available to the Customer: A telephone reception service reachable from (08:30 to 17:00) and five (5) days a week (7) (working days) at **+213 21 99 33 42** -An internet reception service at the address: support@icosnet.com

8.4 Commitments of the Customer

The Customer undertakes to:

-Not to use the Service for any purpose other than telecommunications and related services; -To assume responsibility for actions in the event of the use of subcontractors; -To have all required administrative authorizations and to pay all sums, taxes and other fees related to the use of the Services; - To actively cooperate with the Supplier, provide it with the information and documents necessary for the implementation of the Service and provide it with reasonable assistance in its operation; -Comply with the procedures and instructions issued by the Supplier; -Use the Service only for lawful purposes. The transmission of content in violation of Algerian law is prohibited, including, without limitation, any content protected by copyright or trade secret and any threatening or obscene content. The Customer agrees to indemnify and hold the Supplier harmless from and against any and all claims, costs, fines, penalties, damages, fees and other charges arising out of its use of the Service.

-Not to cause any loss or damage, whatsoever, to the Supplier, to any employee or to its property, in the course of its commercial activities and the use of the Service; -To pay the invoices for the Service(s) according to the terms and conditions specified in the CPS of the Service(s); -To make available on its Sites sufficient and equipped spaces to receive Supplier's Equipment necessary for the provision of the Service. In the event of a breach by the Customer of any of these obligations, the Supplier may discontinue the Service without notice. - Provide the supplier with an email address (email will be chosen by the customer) to be notified of letters as well as invoices and reminders.

No intervention may be carried out on the Customer's Sites without the presence of the Customer or its representative unless expressly authorised by the Customer. The Customer is required to inform the Supplier, or the persons authorised by it, of the existence and location of pipes of any kind and of any other risk factor that may occur on the Sites where the Equipment is installed. In the event that the Supplier notices that access to the Customer's Sites is impeded, its obligations, which are the subject of these terms and conditions, will be suspended for the duration of the impediment.

Article 9 - Equipment

9.1. Ownership and Use of Equipment:

When the provision of a Service requires the provision and installation of Equipment by the Supplier, the Customer undertakes to take care of the Equipment located on its Sites and to store them in accordance with the instructions communicated by the Supplier. The risk of damage or destruction of the Equipment located on the Customer's Sites is transferred to the Customer from the date of delivery of the Equipment recorded in the Commissioning Report. The Customer undertakes to use the Equipment in accordance with the instructions given by the Supplier and to ensure that it does not modify or move the Equipment or create interference with it. The Equipment made available to the Customer remains the sole property of the supplier,

It is the Customer's responsibility to maintain the ownership notices that may be affixed to it. Consequently, the Customer shall refrain from carrying out any act of disposition or permitting any act, whatsoever, contrary to the Supplier's property rights. In the event of seizure or any other claim by a third party to rights to the Equipment, the Customer is obliged to oppose it and to notify the Supplier immediately in order to enable it to safeguard its rights. The Customer assumes, as custodian, the risks corresponding to the Equipment installed by the Supplier, from the date of their delivery until the date of their return. No charge shall be payable by the Supplier in respect of the occupancy of the Customer's Sites by the Telecommunications Equipment and Materials or their electricity consumption. In the event that the Services offered contain programs or software, the Provider will authorize the Customer for the duration of the Service Agreement to operate such programs or software for the sole purpose of enabling the Customer to use these services.

- **9.2. Modification of Equipment:** The Supplier reserves the right at any time to modify or replace the Equipment provided, with the aim of improving the provision of the Service or if the conditions of operation of the Service so require. Such changes or replacements will be notified to the Customer within a reasonable period of time. All costs related to such changes shall be borne by the Supplier.
- **9.3. Return of the Equipment:** In the event of termination of these Terms and Conditions under the conditions set out in Article 4, the Customer undertakes to return the Equipment owned by the Supplier at the latter's request. As such, the Customer authorises the Supplier to enter its Sites within a period set by the Supplier, in order to collect the Equipment, in its presence or that of one of its representatives that it will designate accordingly. The Supplier does not cover the costs of restoring the Sites to their original condition and that may result from the removal of the Equipment under normal conditions . In the event of the Customer's refusal or difficulties in accessing the Sites, or the destruction or loss of the Equipment by the Customer or a third party, the amount of the damage observed will be invoiced to the Customer at its Net Book Value and not at the market value.

Article 10 - Confidentiality

10.1 All Confidential Information disclosed by a Party ("Disclosing Party") to the other Party ("Beneficiary Party") in the course of preparing, negotiating or performing this Agreement, shall be deemed to be the sole and confidential property of the Disclosing Party, and shall be used by the Beneficiary Party only in accordance with this Agreement and for the sole purpose of its performance.

10.2 Neither Party may make any public communication about this Agreement without first making any public communication obtained the approval of the said communication by the other Party, which may not be withheld indefinitely or without justification. However, each Party may disclose the existence of this Agreement but in no case its content, which constitutes Confidential Information.

10.3 The provisions of this Section 10 shall survive for three (3) years after the termination or expiration hereof.

10.4 The Parties are prohibited from communicating to any person, directly or indirectly, any party or any confidential information provided to it by the other Party in connection with this Agreement, unless there is the prior written consent of the other Party. In addition, the Parties undertake to ensure that their employees, regardless of their nature, permanent or temporary, comply with this obligation and to assume responsibility for it. Confidential information for the purposes of this Clause shall be understood to mean all techniques

or procedures used and information relating to the trade policy, as well as any information that has been classified as confidential. The term "Confidential Information" does not include any information that has (i) already fallen or subsequently falls into the public domain, other than by direct or indirect disclosure by either Party, in breach of any known obligation of confidentiality; (ii) already in the possession of the Party receiving such information, free from any known obligation of confidentiality to any third party; or (iii) independently developed by the Party receiving such information.

10.5 The Customer authorises the Supplier to communicate its identity in its capacity as a Customer and to cite it as a reference unless expressly requested by the Customer. The Supplier undertakes to ensure that this communication, both internal and external, of the name and identity of the Customer for strictly professional purposes, is carried out in compliance with the commercial practices in use in the sector of activity.

Article 11 - Protection of personal data

This article informs you about how ICOSNET SPA, as Data Controller, its possible subcontractors and/or partners, collects, uses, shares and protects your personal data in the context of the performance of this contract in accordance with the requirements of Law 18-07 of 25 Ramadhan 1439 corresponding to June 10, 2018 on the protection of natural persons. Below are more details on this component.

11.1. Definition of personal data

Personal data refers to any data concerning a natural person that allows him or her to be directly or indirectly identified, such as surname, first name, address, email address, user ID, IP address, etc.

11.2. Data collected

Our privacy practices and the personal data we collect directly from you, depend on your relationship with us and applicable laws and regulations.

We endeavour to collect only the limited amount of data relevant to the relevant processing as described herein.

ICOSNET SPA collects the following personal data:

- · Identification data: surname, first name, ID number/Permit/Passport, etc.
- · Contact data: postal address, e-mail address, telephone number, etc.
- Financial data: payment methods, payment history, etc.
- Professional data: position, field of activity, trade register, tax identification number (NIF), tax article (AI), social identification number (NIS).
- · Connection data, service usage: IP address, connection logs, usage logs, etc.
- Content data: files stored in the Cloud, mailboxes, etc.

11.3. Purposes of the processing of your data

The purposes of the processing carried out by ICOSNET SPA on your personal data are as follows:

- · Provide you with the information you have requested, such as information about products and services.
- Customer relationship management:
- o To respond to your requests when we have a contractual relationship.
- o Verify your identity to
- Place the order in accordance with the requirements of the ARPCE.
- Handling your entitlement requests
- o Ensure the commissioning and deployment of the solution you have ordered.
- o Provide you with specific services, including:
- To process your complaints, support requests, and information needs.
- Organize on-site intervention operations.
- Notify you of maintenance operations.
- Provide access to certain features and spaces.
- Manage your account information and settings
- · You periodically send information about our activities, business events, periodic promotions, and other topics.
- Any changes to any contractual document (terms, conditions, agreement, policy, etc.)
- Send you invoices for payment
- Collection of unpaid invoices
- To contact you to measure your level of satisfaction to enable us to improve the effectiveness of our services, communications, advertising campaigns and/or promotional activities of the company. The data collected will be used to help us learn more about your needs and the quality of the products and services we provide to you.
- To process the termination and return of the equipment made available to you as part of the implementation of the solution.
- · Handle litigation and litigation.
- · To meet legal obligations, particularly in terms of accounting, taxation and regulatory compliance.
- To process your requests for rights in accordance with articles 34-35-36 of Law 18-07.
- Other uses. We may use your personal data for other purposes for which we have a legitimate interest, such as direct marketing, individual or market research, or any other purpose disclosed to you at the time you provide personal data or with your consent

11.4. Retention of your data

We retain the personal data we receive for as long as you use our services or, as necessary, to fulfill the purposes for which it was collected, provide our products and services, resolve disputes, establish legal defenses, pursue legitimate business purposes, enforce our agreements, and comply with applicable business laws, tax, accounting or other.

Prospect data will be retained for 12 months from the last trial of a service.

After this period, the data will be deleted or anonymized, unless otherwise required by law, such as tax or accounting obligations.

11.5. Disclosure of your data

We do not sell, share, or otherwise disclose personal data about you except where you authorize us to do so, or as otherwise described herein.

In such cases, we strive to require third parties to whom we disclose personal data to protect it using standards substantially similar to those we require (and at least the same level of privacy protection as required by laws 18-07).

11.5.1. Data We Share with Service Providers/Subcontractors

- a. For customers who have purchased Solutions from the Access Family:
- The data collected will not be communicated to external third parties or interconnected with external third parties
- They will be communicated to the company's internal structures.
- b. For customers who have purchased solutions from the Cloud, Cybersecurity and Collaborative Communications families: In addition to internal company structures, we may share your personal data with service providers and subcontractors who perform certain services on our behalf, including:
- Third parties of the subcontractor type:
- The provision of domain names ".dz, .com, .net; etc. ».
- The provision of SSL certificates.

We enter into data privacy agreements with our subcontractors prohibiting them from using or sharing your personal data, except as necessary to perform the services contracted on our behalf or to comply with applicable laws.

If you suspect that one of our service processors has compromised the personal data you have provided via ICOSNET SPA, please notify us immediately (see contact us).

- Other types of third parties:
- The processing of payments that will be used and shared only to process your order (Dahabia, CIB).

11.5.2. Data we share as part of a business transaction

We may disclose your data, after obtaining permission from the Personal Data Protection Authority (ANPDP), in the event of a proposed or actual purchase, any reorganization, sale, lease, merger, joint venture, assignment, merger, or any other type of acquisition, assignment, or financing of all or a portion of our business or any of the company's assets or stock (including in connection with any bankruptcy or similar proceeding).

If such an event occurs, we will endeavor to direct the transferee to use your personal data in a manner consistent with this section.

11.5.3. Data we share in connection with litigation or investigation

We may disclose data about you:

- · In response to legal requests from public authorities
- In the context of a dispute (lawyers, experts, agents, bailiffs, etc.)

11.6. Cross-border transfer of your data

The transfer of your personal data from Algeria to another country is not operated by ICOSNET SPA. If such a need arises, it will be implemented on the basis of a decision issued by the Personal Data Protection Authority (ANPDP).

11.7. Security of your data

Since there is no data transfer or storage system that guarantees 100% security, ICOSNET SPA strives to implement the necessary structural, technical and administrative measures to protect the personal data of its customers against unauthorized access, disclosure, alteration, loss or destruction.

That said, ICOSNET SPA recommends that its customers take the necessary precautions when operating their devices (PC, phone, etc.) connected to the Internet, or when installing applications that may include malicious programs that would facilitate access to their personal data stored on these devices by third parties.

You are responsible for maintaining the secrecy of your own passwords. If you have reason to believe that your passwords and/or personal data are no longer secure, please promptly inform Customer Support.

11.8. Your Data Privacy Rights

Title IV of Law 18/07 provides for your privacy rights as follows:

- 1) Right to information
- 2) Right of access
- 3) Right to rectification:
- 4) Right to object:

We accept your requests for the right mentioned as follows:

- 1. By e-mail to demande_de_droit@icosnet.com
- 2. By phone: 213 (0) 21 99 33 42
- 3. By post to the address:

ICOSNET SPA

El Quds Business Center, 6th Level of the Central Tower, 16002,

Cheraga, Algeria

To protect your privacy, we will take reasonable steps to verify your identity before granting you access to or making changes to your personal data.

Once your identity is valid, your request is sent by email to the relevant structure competent to process it; The members of this structure will have access to your data so that they can respond to your request.

If the response time to your request is not regulated by a regulatory text, we will respond to you within 30 working days.

If a request remains unresolved beyond the defined deadlines, you can contact the National Authority for the Protection of Personal Data "ANPDP" (www.anpdp.dz).

11.9. Consent

By using any of the services we provide, you acknowledge that:

- You have read this policy,
- You have understood it,
- You have approved it.

You may, at any time (before and during the course of the business relationship), withdraw your consent to the data collected, the processing carried out, the recipients with the exception of the cases listed by Law 18-07. If this is the case, please contact us (see Your Rights section)

If you do not agree with any elements of this policy, please express this to your account manager before signing the T&Cs.

If you choose to make any of your personal data or other data publicly available through our Services, you acknowledge that you do so at your own risk.

Article 12 - Applicable law/ Dispute resolution

- **12.1** This Agreement shall be governed by and construed in accordance with Algerian law.
- **12.2** Any dispute arising from the performance or interpretation of this Agreement shall, in the absence of an amicable settlement within thirty (30) days of notification of the dispute by one of the Parties (or any other period agreed between the Parties), be submitted to the Commercial Court of Algiers or to the Tribunal of Bir Mourad Rais depending on the nature of the dispute.
- 12.3 Any delay in payment within the negotiated deadlines will result in the suspension of our services

Item 13 - Tariff

The prices of each Service provided by the Supplier and their various terms of application are the subject of a Price List established by the Supplier. This fee schedule is an integral part of this Agreement. The Supplier may propose to the Customer a modification of its prices, upon prior written notice sent at least fifteen (15) days in advance. In the event that, within this period, there is no reply to the contrary, the modification will be considered approved and effective as soon as the period has elapsed. However, in the event that an upward change in the prices made by the Supplier is not accepted by the Customer, the Customer will have the right to terminate this contract without this termination giving the Customer the right to request the reimbursement of its prepaid credit. The effective date of this termination will correspond to the date of consumption of the entire prepaid credit in accordance with the new tariff. In the event of a tariff increase, the new tariffs will be applicable as soon as the above-mentioned notification period has elapsed, and the Customer is required to pay in prepayment the differential allowing him to subscribe to the new tariffs. In the event of a price reduction, the new rates will be applicable as soon as the above-mentioned notification period has elapsed, and the Customer may not under any circumstances request a refund of the price differential.

Article 14. - Payment terms

14.1 In the event that the Customer chooses bank transfer as a method of payment, these payments must be made in the name of ICOSNET SPA to its bank account, at the following address: NIF 00099916000667312 - NATIXIS Algiers: Bab Ezzouar

Account	Key	Bank code	Branch code
7290412001	56	020	00168

In the event of any change to the above bank details, ICOSNET shall notify the other Party immediately and in writing.

- **14.2** In the event that the Customer chooses to pay in cash or by certified cheque, he/she must go to the headquarters of the General Management of ICOSNET SPA, located at El Quds Business Centre 10th floor of the Cheraga Central Tower -Algiers Algeria.
- **14.3** The Customer is obliged to accept receipt of invoices sent by the Supplier. In the event of refusal to receive the invoice, the date on which it was sent will be authentic, whether by email or by bailiff. Invoices shall be deemed accepted by the Receiving Party if no dispute is notified by the Receiving Party within seven (7) calendar days of the date of the relevant invoice, clearly specifying the reasons for the dispute. The Supplier must then provide all the additional information necessary to support this invoice and allow the verification of its content at the Customer's justified request.
- 14.4 When the Customer changes its billing address, it is obliged to inform the Supplier's sales department.
- **14.5** The deadline for payment of invoices is thirty (30) calendar days from the date of receipt. In the event of suspension of services attributable to the Customer for any of the reasons mentioned in Article 4, invoicing will continue as long as the contractual relationship is maintained and the data is retained. The Customer will be invoiced in accordance with the terms of the Agreement during this suspension period.
- **14.6** All Taxes, of any class, present or future, due as a result of entering into or complying with this Agreement, shall be paid by each of the parties in accordance with the provisions established by the legislation in force at any time.
- **14.7** Any failure by the Customer to comply with the obligations set out in this Clause, in the amount, time, method and form provided for in this Clause, shall constitute grounds for suspension of this Contract and entitle the Supplier to suspend the provision of the service, without prejudice to any other actions that may be taken by the Supplier.

Article 15 – Modification of the Contract

Any amendment to this Agreement and its Appendices shall be effective only if in writing and signed by each of the parties by mutual agreement. The Supplier may modify this Agreement and its Appendices at any time by written notice to the Customer, by post and/or by e-mail. If the Customer does not accept the amendment "in writing" within fifteen (15) days of receipt of the written notification by the Supplier, the Agreement shall be terminated by operation of law without compensation and notice, and the Customer shall under no circumstances have the right to request the return of the amounts paid in prepayment.

Article 16 - Documents required for the signing of the Contract

On the date of signature of the Contract, the customer is required to present to the supplier copies of the following documents:

- **16.1** The natural person An unaltered proof of identity; A proof of residence.
- **16.2** The artificial person The registration in the Trade Register; Tax (NIF) card; Certificate of existence C20; An unaltered proof of identity of the legal representative of the legal person or of the natural person duly authorised by the latter to subscribe to the Service;
- For Call Centers (Call Centres): The provision of the authorisation to The Call Center of the ARPT (French Post and Telecommunications Regulatory Authority) is essential. Written by the Supplier, the Contractwill be terminated by operation of law without compensation and notice, and the Customer will not be entitled to request the return of the amounts paid in prepaid under any circumstances.

Article 17 - Insurance

The Supplier acknowledges and declares that it is the holder of a civil liability insurance contract covering any damage that may occur in connection with this contract. The Customer acknowledges and declares that he or she is the holder of a civil liability insurance policy covering any damage that may occur in connection with this contract. In any event, the Customer must be insured for the performance of this contract according to the service offered to it by the Supplier. Failing this, the Customer undertakes to take out the necessary insurance, in particular for the risks of business interruption, before being able to claim the full and complete performance of this contract.

Article 18 - Administrative documents

The Customer declares and guarantees that it is the holder of all administrative documents, authorisations and approvals required to carry out the activities covered by this contract, in accordance with the regulations in force. The customer undertakes to keep these documents valid throughout the term of the contract and to present them to the Supplier upon request. The customer remains solely responsible for any liability related to the absence, invalidity or incompleteness of these documents, in particular in the event of an audit by the competent authorities.

Article 19 - Coming into force

This Agreement is effective from the date it is signed by both Parties. This Agreement is concluded "intuitu personae". The Customer may therefore not under any circumstances assign or transfer its rights and obligations to a third party, except with the written consent of the Supplier. In witness whereof, the Parties shall execute this Agreement in two (2) original counterparts equally authentic, at the place and date indicated below, each of the Parties retaining a copy thereof.

FOR THE CUSTOMER:	:	ICOSNET	
Surname/First name		Surname/First name	
Position		Position	
DATE		DATE	

Capacity, Signature preceded by the words "read and approved" and stamp