



This document describes the terms and conditions applicable to “Orange Maps”. These terms and conditions (“**this Agreement**”) are made between you (the individual or organisation who is accepting these terms) and Orange. By accepting these terms, you promise and represent that you are the individual or organisation (“Account Holder”) responsible for paying charges in respect of the Orange account (“the Account”) for this mobile telephone number or that you are a User named on the Account.

Orange may amend the terms of this Agreement from time to time by publication on <http://www1.orange.co.uk/orangemaps/terms.html>.

The meaning of capitalised terms in this Agreement is explained below under ‘Other Terms’.

This Agreement is subject to the agreement(s) between Orange and the Account Holder which currently governs the use of your mobile telephone number on the Orange mobile network (the “**Existing Agreement**”). Where there is any inconsistency between this Agreement and the Existing Agreement, the Existing Agreement will prevail.

## Orange Maps

Orange Maps is available on these terms to any customer with a Compatible Device on which Orange offers the opportunity to install Orange Maps.

Orange Maps gives you access to UK and Europe mapping and navigation as an add-on bundle. The general description of the Orange Maps service (which forms a part of this Agreement and which Orange may amend from time to time) is to be found at [www.orange.co.uk/orangemaps](http://www.orange.co.uk/orangemaps) (the “**Orange Maps Site**”). Certain functions of Orange Maps may not be available in certain countries from time to time.

Orange may change, suspend or withdraw part or all of the Orange Maps service on giving reasonable notice. In particular, Orange may provide another service of equivalent value instead.

## OFFERING

The choice of subscriptions is:

| Subscription                          | What's included?   |
|---------------------------------------|--|
| Orange Maps (basic)                   | Unlimited use* of <b>maps, navigation and places search</b> in Germany, Andorra, Austria, Belgium, Denmark, Spain, Estonia, Finland, France, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Holland, Portugal, Czech Republic, San Marino, Slovakia, Sweden, Switzerland, United Kingdom (including Gibraltar), Vatican City State. Data usage is included (UK only).*   |
| Orange Maps Professional              | Unlimited use* of <b>maps, navigation, place search, live traffic information and speed camera alerts</b> in Germany, Andorra, Austria, Belgium, Denmark, Spain, Estonia, Finland, France, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Holland, Portugal, Czech Republic, San Marino, Slovakia, Sweden, Switzerland, United Kingdom (including Gibraltar), Vatican City State**. Data usage is included (UK only).* |
| Orange Maps Light (iPhone Users only) | Unlimited use* of maps and places search in Germany, Andorra, Austria, Belgium, Denmark, Spain, Estonia, Finland, France, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Holland, Portugal, Czech Republic, San Marino, Slovakia, Sweden, Switzerland, United Kingdom (including Gibraltar), Vatican City State. Data usage is included (UK only).*  |

## In conjunction with a pay monthly Service Plan

Where Orange Maps is offered in conjunction with a pay monthly Service Plan (an “**Eligible Service Plan**”), you may take the basic Subscription set out below for **no additional charge** over and above the ordinary monthly payment for your Eligible Service Plan.

If you are migrating to an Eligible Service Plan from another Service Plan, you may begin using Orange Maps (basic) at no additional charge on the day you request the migration.

If you already hold a paid-for stand-alone Subscription to Orange Maps at the time you request to migrate to an Eligible Service Plan, your stand-alone Subscription will be suspended on the day you make the request and then the next time you log onto Orange Maps you will be able to choose the basic Subscription at no additional charge or a Professional Subscription for the Subscription Charge Difference.

You may upgrade to Orange Maps Professional immediately at any time. When you upgrade your Subscription, the upgrade will take effect immediately, and the Account Holder will be charged the full Subscription Charge Difference for the then current Subscription Period – the Account Holder will not be charged for that Subscription Period on a pro rata basis. After that, the Account Holder will be charged the full Subscription Charge Difference each Subscription Period. You may choose to end the upgrade at any time in which case it will close at the end of the then current Subscription Period; again the Account Holder will be charged the full Subscription Charge Difference for this Subscription Period.

If you or Orange decide to end your Eligible Service Plan in accordance with the Existing Agreement or if you migrate to a Service Plan other than an Eligible Service Plan, then your Orange Maps Subscription will come to an end on the day on which the change is requested rather than the day on which the Eligible Service Plan actually ends. If you have the Professional Subscription at this time, then the Account Holder will still be charged in full for the current Subscription Period but you may not be able to access Orange Maps for the whole Subscription Period. If you held a paid-for stand-alone Subscription at the time that your Eligible Service Plan began, this Subscription will automatically be reactivated in place of your previous Subscription and the Account Holder will be charged accordingly until you choose to cancel it (see ‘**Stand-alone Subscription**’ below) or until it otherwise comes to an end in accordance with these terms.

## Stand-alone Subscription

The information below applies **only** where you are not offered Orange Maps in conjunction with a Pay Monthly Service Plan, but you are choosing to set up a Trial Period and/or Subscription.

- Orange offers new Orange Maps subscribers except iPhone Users a free 7 day trial period on Orange Maps Professional (the “**Trial Period**”). During the Trial Period you remain liable for any roaming charges if using Orange Maps whilst roaming abroad as stated in this Agreement. If you wish to use Orange Maps after the Trial Period, you must use a User Device, set up a Subscription.
- The Subscription Charges for the basic Subscription and the Professional Subscription respectively are advertised on the Orange Maps Site. There is no Subscription Charge for Orange Maps Light for iPhone Users.
- The Account Holder will be charged on a monthly basis from the point of ordering and activation of your Subscription and until it is terminated.
- The Subscription Charges apply from the point of ordering regardless of when or if the User downloads the Orange Maps Software thereafter.
- You may upgrade or downgrade your Subscription by following the steps shown within the Orange Maps menu on a Compatible Device. When you upgrade your Subscription, the upgrade will take effect immediately, and the Account Holder will be charged the **full** Orange Maps Professional Subscription Charge for the then current Subscription Period – the Account Holder will not be charged for that Subscription Period on a pro rata basis. If you have already paid the Orange Maps (basic) Subscription Charge for that Subscription Period at this time, then in respect of that Subscription Period Orange will only need to charge the Account Holder the difference between the basic Subscription Charge and the Orange Maps Professional Subscription Charge. When you downgrade your Subscription, the downgrade will take effect at the end of the then current Subscription Period and until then you will still have the benefit of the Orange Maps Professional Subscription.
- Your Subscription to Orange Maps must be taken for a minimum of one month effective from the date of activation of the Subscription on your Account. This period excludes any Trial Period.
- When you inform Orange that you wish to end your Subscription, it will end at the close of the then current Subscription Period after which time no User will have access to the Orange Maps Service. You will be charged in full for that Subscription Period.

## Orange Maps Professional for Businesses

All new and existing eligible Orange business Customers on:

- an Orange Business Services Customer Agreement (“OBSCA”);
- an Orange Business Services Master Agreement (“OBSMA”); or
- an Orange Business Agreement (“OBA”); or
- a Customer Information Form (“CIF”); or
- a Business/Small Business CIF or any other applicable Orange retail contract

together (the Existing Agreement), may also Subscribe to Orange Maps Professional on a 12, 18 or 24 month minimum term option (the “**Minimum Term Subscription**”) which means the minimum period for the supply of Orange Maps Professional commencing on the date of registration. In addition, eligible business Customers may also Subscribe on a monthly basis (the “**Rolling Monthly Term**”) which means the month-by-month supply of Orange Maps Professional commencing on the date of registration.

*\* Unlimited use applies to Orange Maps in the UK only and not usage abroad for which roaming data charges will apply in accordance with the Standard Terms. Users who are offered Orange Maps in conjunction with their Pay Monthly Service Plan will also be charged in accordance with the Standard Terms for using the service abroad. Due to their configuration, some Compatible Devices will connect to the Assisted GPS server (used to enhance the GPS experience) controlled by the manufacturer rather than the Assisted GPS server controlled by Orange. This may result in a small data charge of up to 4 pence each time the GPS fix is initially established.*

*\*\* Certain Orange Maps Professional services (e.g. live traffic information) may not be available in all these countries.*

## ORDERING ORANGE MAPS

Unless otherwise specified, Orange Maps can only be ordered using a Compatible Device. The relevant Subscription will then be added to your Account. Orange Maps cannot be used with Line 2 and is available only with Compatible Devices listed in the Orange Maps Site.

## OTHER TERMS

### Definitions:

**Account** has the meaning set out above;

**Account Holder** has the meaning set out above;

**Compatible Device** means a Device compatible with Orange Maps, as listed in the Orange Maps Site;

**Device** means a mobile telephone or other device which is approved by Orange for connection to its network;

**Eligible Service Plan** has the meaning set out above;

**Existing Agreement** has the meaning set out above;

**iPhone User** means a User with an iPhone connected to the Orange network who wishes to acquire a Subscription;

**Orange** means Everything Everywhere Limited, registration number 02382161 whose registered office is at Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW, trading as Orange;

**Orange Maps** means the whole of the service known by that name, as described above and on the Orange Maps Site.

**Orange Maps Site** has the meaning set out above;

**Orange Maps Software** means the Orange Maps software made available to Users for installation on User Devices (as may be updated or replaced from time to time).

**Subscription Charge Difference** means the difference in price between the stand-alone Subscription Charge for Orange Maps (basic) and the stand-alone Orange Maps Professional

Subscription Charge (as advertised on the Orange Maps Site and chargeable if you purchase Orange Maps Professional with an Eligible Service Plan);

**Service Plan** has the meaning given to it in the Terms and Conditions for the supply of Orange Network Services available at [www.orange.co.uk/terms](http://www.orange.co.uk/terms) and which apply to non-business pay monthly customers;

**Subscription** means your subscription to the Orange Maps service, and excludes any Trial Period;

**Subscription Charges** mean any charges payable for the Subscription, as detailed under ‘Offering’ above;

**Subscription Period** means the period of one whole month starting on the day that your Subscription begins, and each consecutive month thereafter;

**Third Party Providers** means the companies that from time to time provide elements of the Orange Maps service via their computer servers;

**Trial Period** has the meaning set out under ‘Offering’ above;

**User** means the Account Holder, or another person named by the Account Holder, who is authorised to incur charges to the Account;

**User Device** means a Compatible Device available to (a) User(s);

### 1. Provision and use of Orange Maps

- 1.1 Orange Maps will comply in all material respects with the description given on the Orange Maps Site.
- 1.2 Except as set out in this Agreement Orange gives no assurance or warranty in relation to Orange Maps, including without limitation any assurance that the service will be uninterrupted or error free, or as to accuracy or speed of the data supplied, any assurance that the data is up-to-date or any assurance that the Orange Maps Software is free of bugs or viruses.
- 1.3 Each User is responsible for checking that any instruction or suggestion given by Orange Maps is safe, lawful and suitable. In particular Orange Maps may not be able to tell you that a certain route is unsuitable for a particular type of vehicle, because of a low bridge for example.
- 1.4 It is a criminal offence to use your mobile phone whilst driving. If you lose control of your vehicle because you are distracted by a User Device, you could cause an accident which may lead to prosecution. Orange recommends that you enter your journey details into the User Device before setting off. You should use an appropriate and legal hands-free kit if you need to operate your User Device whilst driving.

## **2. Charges**

- 2.1 You acknowledge and accept that the Account Holder will be liable for the Subscription Charges (where applicable).
- 2.2 For pay as you go customers, the Subscription Charges will be debited from the pay as you go balance every calendar month, beginning with the day on which the Subscription starts. For all other customers, any Subscription Charges will be invoiced in the regular monthly bill.
- 2.3 For pay monthly customers, changes to the Account made less than 10 days before a billing date may not be reflected in the next bill. These changes will be shown in the following month's bill which will include any necessary charges or refunds in respect of the previous month.
- 2.4 Subscription Charges due and paid are non-refundable.
- 2.5 Orange may in its absolute discretion accept payment of Subscription Charges by credit card, debit card, cheque, direct debit or electronic transfer. Payment by credit, debit or charge card is subject to you paying the current administration fee.
- 2.6 Roaming data Charges will apply if Orange Maps Professional is used while abroad and this will be Charged in accordance with the Service Plan on your Existing Agreement. Additional information about roaming can be found at the Orange Maps Site.
- 2.7 All Charges exclude VAT and are detailed at [www.orange.co.uk/business/orangemaps](http://www.orange.co.uk/business/orangemaps)

The Charges are accurate at the time of printing but are subject to change at any time.

## **3. Licence**

- 3.1 Subject to the terms of this Agreement, Orange grants each User a non-exclusive, non-transferable licence to use Orange Maps for his or her personal mapping and navigation purposes as permitted by your Subscription.
- 3.2 No User may export, reproduce, copy, modify, decompile, disassemble or reverse engineer any part of the Orange Maps Software or any data or functionality generated by Orange Maps, except to the extent permitted by mandatory laws. No User may charge anyone else to use Orange Maps. No User may sell or transfer the Orange Maps Software or any data generated by Orange Maps to anyone else.
- 3.3 You are responsible for ensuring that other Users have correctly downloaded the Orange Maps Software and that they comply with the terms of this Agreement.
- 3.4 Orange may update or provide different Orange Maps Software from time to time, provided such update or Orange Maps Software does not materially reduce functionality or performance. Such update or change of Orange Maps Software may be due to a change in Third Party Provider.
- 3.5 Users must download any updated or new version of the Orange Maps Software provided by Orange in order to continue using Orange Maps.
- 3.6 Where an Orange Maps Subscription is terminated, the relevant Orange Maps Software will no longer be operable.

## **4. Liability**

- 4.1 Orange will not be responsible for any faults, errors, interruptions, disruptions or any other problems in relation to Orange Maps that are caused either directly or indirectly:
  - 4.1.1 by Users not correctly installing the Orange Maps Software; or
  - 4.1.2 by Users failing to keep the Orange Maps Software updated with any updates provided by Orange.
- 4.2 As special exceptions, Orange does not exclude or restrict its liability for any of the following: (i) any breach of any obligations which may be implied by sections 12, 13, 14 or 15 of the Sale of Goods Act 1979 or sections 2, 3, 4 or 5 of the Supply of Goods and Services Act 1982; (ii) personal injury or death resulting from negligence; (iii) fraud; (iv) any other liability that may not be excluded or restricted by applicable law.

## **5. Ending your Subscription**

- 5.1 Orange may at its sole option suspend Orange Maps or with immediate effect end your Subscription if the Account Holder does

not pay any Subscription Charges by the time they are due. Pay As You Go customers are responsible for ensuring that there is sufficient credit on the Account whenever Subscription Charges are due.

- 5.4 You may cancel your Subscription in accordance with the terms set out under 'Offering' above.
- 5.5 In the event of termination of this Agreement:
  - 5.5.1 All outstanding charges are due and payable immediately.
  - 5.5.2 Orange will have no further obligation to provide Orange Maps.
  - 5.5.2 All provisions of this Agreement that from their sense or context are intended to remain in force shall remain in force.

## 6. Data Protection

- 6.1 In this clause 6, the terms "**Personal Data**" and "**processing**" and correlative terms have the meaning given to them in the Data Protection Act 1998.
- 6.2 Orange will process Users' Personal Data in accordance with the Existing Agreement, this clause 6 and the Data Protection Act 1998.
- 6.3 In order to provide the Orange Maps service, Orange may process data relating to the location of any User Device ("**Location Data**") whilst Orange Maps is in use.
- 6.4 The Third Party Providers may process on Orange's behalf and in accordance with Orange's instructions:
  - 6.4.1 Location Data;
  - 6.4.2 the unique telephone number of any User Device, only in order to identify and manage your Subscription and to identify any Subscription that may have been held in relation to this Account in the past.

Due to the location of the Third Party Providers' computer servers, this data may be sent outside of the European Union, but Orange has obtained contractual promises from the Third Party Providers to put in place data protection policies and procedures of at least an equivalent

standard to those required by European Union laws.

- 6.5 Orange and the Third Party Providers will only process Location Data for the purpose of the effective provision of the Orange Maps service and for the duration of any session of use of Orange Maps by any User Device. Orange and the Third Party Providers may keep the Location Data for a maximum period of sixty (60) days after the end of the relevant session of use for the purposes of technical support and maintenance in relation to Orange Maps.
- 6.6 Orange may only disclose Users' Personal Data to third parties where they are processing it on Orange's behalf, except to the extent that Orange is required to disclose any Personal Data in order to comply with any applicable law or in accordance with the request of any authority that is granted by law the power to make that request.

## 7. General

- 7.1 If any part of this Agreement is found to be illegal or unenforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.
- 7.2 Neither Orange nor you waive your right to exercise or claim any right or remedy by reason of any delay in exercising or claiming that or any other right or remedy. Such delay does not vary this Agreement.
- 7.3 You will accept the performance of Orange's obligations by a third party.
- 7.4 Except for rights expressly granted to other Users in this Agreement, no third party has any right to enforce any provision of this Agreement.
- 7.5 You may not assign or transfer this Agreement.
- 7.6 The courts of England and Wales will have jurisdiction over any claim arising from or related to the use or supply of Orange Maps. This Agreement is governed by the law of England and Wales.