

# General Terms and Conditions of Service for consumers as at December 3<sup>rd</sup>, 2024

We set out the conditions under which we market our Services for private use to consumers and non-professional users (a non-professional user is defined as any legal entity that is not acting for professional purposes). If you are a professional user, only the Pro General Terms and Conditions of Service apply. We invite you to read these General Terms and Conditions of Service (with their Practical Appendix), the contract summary of your offer, the subscription confirmation and the tariff guide (hereinafter referred to as «the Tariffs»), which form an indivisible whole (hereinafter referred to as «the Contract»). The terms underlined in the text are as explained in the Practical Appendix.

## 1. These are:

### 1.1 Radio frequencies

There is currently no scientific evidence to show that the use of mobile phones poses a health risk, but questions remain over possible long-term effects. The IARC (International Agency for Research on Cancer) has classified radio-frequency electromagnetic fields as «possibly carcinogenic to humans» (group 2B). Health authorities recommend limiting exposure to the electromagnetic fields emitted by mobile phones, and suggest precautions that are easy to implement. That is why we advise you to refer to the Practical Appendix, where you'll find all the safety and usage Precautions to be observed.

**In particular, by using a headset when making phone calls, you move the mobile away from your body and reduce your exposure to electromagnetic fields. You must also comply with the conditions of use laid down by the manufacturer in your phone's manual, which may specify a distance to be maintained between your body and the mobile phone during communication. The French Agency for Food, Environmental and Occupational Health and Safety (ANSES) recommends that children and adults who use mobile phones intensively should use those with the lowest SAR. It also recommends moderate and supervised use of wireless communication technologies by children. We also invite you to follow the state of scientific research on the following websites: World Health Organisation portal: [www.who.int/peh-emf/en](http://www.who.int/peh-emf/en) - European Commission portal: <http://ec.europa.eu/health> - Government information portal: [www.radiofrequences.gouv.fr](http://www.radiofrequences.gouv.fr)**

### 1.2 The protection of minors

The TV Service has a parental control service that can be accessed using a confidential 4-digit code that can be customised at any time. This control concerns category 5 programmes (cinematographic works prohibited to minors under the age of 18 and pornographic or very violent programmes, reserved for an informed adult audience and likely to harm the physical, mental or moral development of minors).

These programmes are likely to cause lasting problems for minors. The French Criminal Code punishes those who allow minors to have access to them.

In addition, watching television, including channels presented as specifically designed for children under three, can lead to developmental disorders such as inaction, delayed language, agitation, sleep disorders, concentration problems and screen addiction.

## 2. The features of our services

### 2.1 The Services we provide

In the area covered by our networks, we offer you the following Services, with compatible Equipment:

- Mobile Services giving access from a mobile network and a SIM Card or eSIM Card:
  - a Mobile Service for sending and receiving communications; and/or
  - a Mobile Internet Service enabling Internet access.
- Fixed Services giving access using the subscription address (including, where applicable, the floor and/or flat number) to internet and, where applicable, fixed telephony and/or television, provided that you are eligible for the Technologies offered.

To benefit from our Fixed Services at your address, in particular if you change home, you must test the eligibility of your address, and depending on this, subscribe to one of our fixed offers as proposed in «Tariffs» in force on the day of this new subscription.

For Fixed Services via the fibre-to-the-home network, a technical service provider will need to come to your home to carry out an Installation, during which you will need to be present.

Your Services also allow you to access services provided by third-party publishers, which are provided under their responsibility.

To benefit from our Services, you must:

- have compatible Hardware;
- put into operation the Equipment which we supply you with. You become its custodian and therefore bear the risks of theft, loss or damage. We therefore recommend that you insure it. Throughout the period of availability, you may not transfer, rent or lend them in any form whatsoever to a third party.

Traffic Management Measures (prioritisation of communications or reduction of Speeds, in the event of congestion of a Service) are implemented in order to facilitate data transmission. These measures may have the effect of temporarily extending the download time for content.

Furthermore, in order to extend access to mobile telephony to as many people as possible, the network operators have decided to join forces to enable everyone to benefit from mobile voice and internet services in certain areas that previously had no mobile coverage, known as dead zones.

Technical developments or maintenance operations likely to improve the quality of our Services may occur and lead to a temporary interruption. Except in emergencies, we will provide you with information about these operations. As part of our security policy, we apply the security measures necessary to prevent incidents, threats or situations of vulnerability and implement the means enabling us to react to an incident in order to limit the unavailability of the Services and the impact on your data.

Your Services may include access to a list of television channels, packages and services such as video on demand, which are subject to change. In this case, we will inform you within a reasonable time and by any means (display of an alert message on the channel or sending of an SMS or e-mail, for example).

Several TV reception modes are available. Depending on the reception mode available in your Services, some television channels and catch-up TV will not be accessible to you. At the request of certain TV channel publishers and rights holders, channel viewing may be limited to a maximum number of simultaneous connections.

For our Services, communications qualified as unlimited are only authorised between two consumers or non-professional users and for private purposes. Depending on the offer subscribed to, the thresholds indicated may be revised upwards in accordance with the conditions defined in «Tariffs».

For the Mobile Internet Service, the speed may be reduced beyond a threshold indicated in each of our offers.

In your Customer Area, we provide you with consumption monitoring tailored to your offer. You will also find all the information on:

- numbers and services subject to special conditions;
- The Services adapted for persons with disabilities.

As part of the transformation and modernisation of our networks, certain fixed and mobile technologies will be replaced by more efficient ones.

With regard to Mobile Services, you will be informed in advance if a Mobile technology is discontinued and you will then have to equip yourself with a device and a SIM or eSIM Card compatible with the technologies available on our network.

For Fixed Services, xDSL technology will be phased out in favour of fibre technology in accordance with the national copper network closure plan, which can be consulted on the ARCEP website: [www.arcep.fr/demarches-et-services/utilisateurs/que-va-changer-la-fermeture-du-network-cuivre](http://www.arcep.fr/demarches-et-services/utilisateurs/que-va-changer-la-fermeture-du-network-cuivre).

Therefore, if your subscription address is eligible for Fibre and we are able to connect it to your home, we will inform you in advance so that you can subscribe to a Fibre offer. Otherwise, 6 months after sending you the first notification or at the latest 6 months before the announced closure of the copper network at your subscription address, you will be able to switch to Fibre:

- Either by maintaining the same Fixed Services and pricing conditions as your current offer;
- Or by offering you Fixed Services and/or a different tariff. In this case, you may terminate your Contract under the conditions set out in article 2.4.

If your subscription address is not eligible for Fibre on the announced closure date of the copper network, your contract will be terminated free of charge.

## 2.2 Our service commitments

For our Mobile Services: activation within 8 days of receipt of your complete file including the [Supporting Documents](#) or, for prepaid offers, of your first communication. If this period is exceeded, you will be entitled, except for fault on your part, upon written request, to compensation corresponding to the number of days during which the Service was not provided. It takes the form of a credit for Mobile Services Package or an extension of the period of use of your credit for the Prepaid Card.

For our Fixed Services: activation within 30 days of the subscription date. If a technician comes to your home, this period is counted from the date on which the [Installation](#) was carried out. If this period is exceeded, you will be entitled, except for fault on your part, upon written request, to compensation corresponding to the number of days during which the Service was not provided. It takes the form of a payment of €1/day for up to 30 days.

In the event of total interruption of one of your Services or failure to comply with the minimum speed for Fixed Services, we will restore it within a maximum of 2 weeks. Through no fault of your own, you may, on written request, be entitled to compensation for Services not provided under the same conditions as for an overrun of the activation deadline.

## 2.3 Use of your Services

Please be reminded that your Services are reserved for consumers and non-professional users, for private purposes only. Certain malicious content (viruses, unknown applications, etc.) may damage your [Equipment, Hardware](#) and data or allow third parties to access them without your knowledge. You need to use appropriate anti-virus software, update your software, download known and reliable applications and back up your data regularly. For services published by third parties, you must contact the publisher in the event of a problem. Don't forget to change your login details as soon as you sign up, and regularly thereafter.

In order to redirect your emergency calls to the proximity emergency centre, we need to know your location at the time of the call. If you are making a Wi-Fi call, this location will come from your mobile phone, so be sure to activate its GPS location and turn off the airplane mode before making your call.

In the event of theft or loss of the [SIM Card](#) or an [eSIM Card](#) compatible mobile phone, you must inform the Customer Service by telephone or go to your Customer Area on [bouyguetelecom.fr](#) so that we can suspend your mobile line. You can also send a letter to Customer Service, specifying the reason such as «theft» (with a copy of your complaint) or «loss». On request, we will send you a new [SIM Card](#) or a new Bouygues Telecom profile of an [eSIM Card](#) within 5 days, the price of which is indicated in «Tariffs». You can activate it via your Customer Area or by contacting the Customer Service. In all cases, your Contract will continue and the price of the Service will remain due.

### Unauthorised uses:

With regard to Services, you must not:

- use them to create a voice server and/or reroute and/or divert communications;
- alter their purpose, such as inserting the [SIM Card](#) intended for the Mobile Service into any [Equipment](#) used to access the Fixed Service, or vice versa;
- damage them.

The list of unauthorised uses includes:

- the transfer, i.e. the marketing or transmission of your Service or your [Fixed Equipment](#) without our agreement;
- the use of a Service that generates consumption of more than 24 hours a day, or that enables you to receive remuneration or to do business, or that consists of automatic or continuous dialling;
- calls to Internet access numbers and certain numbers whose routing is diverted or rerouted, in particular via a radio box;
- unsolicited electronic messages (SPAM) ;
- a call lasting more than 3 hours.

With regard to the software integrated into the Fixed Equipment (excluding open source specificities), you must not:

- disassemble, decompile, decompose, examine or analyse the software in any way whatsoever;
- modify, adapt the software or create derived software;
- extract the software for any purpose whatsoever, and in particular for marketing purposes;
- distribute information or analyses relating to software performance (in particular performance tests).

With regard to the Fixed Equipment, you must comply with the instructions for use and not install any software other than that which we (or our partner publishers) make available or offer for download. You must not use the Services and the Fixed Equipment for Hacking purposes. In addition, you are liable for the cost of repairing the Fixed Equipment that we make available to you, in the

event of use that does not comply with its intended purpose, its usual use or its instructions, or in the event of accidents, power surges or work by persons not authorised by Bouygues Telecom.

You must ensure that your Internet access is not used for the purposes of reproducing, representing, making available or communicating to the public works or objects protected by copyright or by related rights without the authorisation of the holders of the rights where such authorisation is required. Practices that do not respect copyright or related rights are dangerous for artistic creation and for the economy of the cultural and digital sectors. They are liable to civil and criminal penalties. Legal offers enable you to comply with the French Intellectual Property Code, and labelled systems will soon be available to prevent illegal use of your Internet access.

We apply a reasonable use policy for the use of our Services outside mainland France based on the following criteria:

- greater use of the Service and presence outside mainland France than in mainland France over a period of 4 consecutive months;
- or prolonged inactivity of a [SIM Card](#) or [eSIM Card](#) in mainland France, combined with very frequent or even exclusive use in Europe/DOM.

In the event of non-compliance with these criteria, 15 days after having informed you and in the absence of any change in your usage, the use of the Services may give rise to invoicing at the rate in force.

## 2.4 The price of our Services

Tariff information is available in the current «Tariffs» section of the [bouyguetelecom.fr](#) website. It may also include:

- an advance on consumption at the time of your order (or afterwards);
- activation fees;
- cancellation charges for open-ended contracts, with or without an initial commitment period;
- any sums due to service providers for which you delegate payment to us (on your invoice or via a breakdown of your call credit depending on your package);
- any costs incurred, particularly in the event of repair, loss or theft of the Fixed Equipment.

The price of your Services may be modified:

- if the [Indexation Formula](#) is applied. In this case, we will inform you at least 1 month in advance.
- In other cases (changes in the price of your Service excluding the application of the [Indexation Formula](#)), we will send you a hard copy of any proposed changes at least 1 month before they come into force. You may then terminate your Contract free of charge within 4 months of this notification, unless the changes:
  - are all exclusively for your benefit;
  - are of a purely administrative nature and have no negative impact on you;
  - derive directly from the applicable legislation.

## 2.5 The payment methods

You will receive an electronic invoice, but you can request a paper invoice at any time. The billing period commences on the effective date of activation. Your communications outside mainland France are taken into account within a maximum of 3 months.

Unless different commercial terms apply, you can choose between several means of payment. For Fixed Services, Packages and Mobile Internet Packages, your invoice is payable within 14 days of the monthly billing date. However, this period may vary by a few days, particularly due to weekends, public holidays and non-working days. In any event, the payment or direct debit deadline is indicated on your invoice. You can change this date at any time in your Customer Area. The change will then be applied to your next invoices.

In the event of listing on the Preventel file, late payment, payment incident or [substantial increase in consumption](#) during the term of the Contract, we may, after contacting you, request payment of the sums due or, with your agreement, change the billing date.

## 3. Information about your Contract

Your Contract is concluded for an indefinite period with or without an initial commitment period (24 months maximum), depending on the offer (promotional or otherwise) that you have chosen.

If you order or modify your Services remotely, you have a period of 14 days from the date of receipt of the Equipment, or from the date of subscription to the offer if your offer does not include Equipment, to cancel your Service. You can do this by using the model withdrawal form or by contacting us via a clearly worded declaration. You then have 14 days from the date of withdrawal to return the Fixed Equipment to us at your expense, failing which you will be charged for it. For our Fixed Services, this is in addition to the activation time. If you have requested the performance of the Service during the withdrawal period, you will have to pay us an amount proportional to what has been provided to you up to the moment you informed us of your withdrawal.

To sign your Contract on the [bouyguetelecom.fr](http://bouyguetelecom.fr) website, you must:

- have a valid address in mainland France;
- have an e-mail address to which you have access;
- choose your Service;
- check your order (and modify it if necessary) and read and accept the contractual conditions of your Service (we will confirm your subscription by e-mail).

In the event of modification of your Contract, the provisions of Article 2.4 shall apply. We may transfer your Contract to a third party. If your Contract is modified by the third party, you will also benefit from the provisions of article 2.4.

## 4. Our contact methods

We may contact you in writing, by telephone or by sending an SMS or e-mail and, if we are unable to reach you, by leaving a message on your answering machine.

To contact us, you can:

1) Go to your Customer Area on the [bouyguetelecom.fr](http://bouyguetelecom.fr) website or contact the Customer Service by telephone or write to Bouygues Telecom Customer Service, TSA 59013, 60643 CHANTILLY CEDEX.

2) If you are not satisfied with the response from the Customer Service, write to Bouygues Telecom Consumer Service, TSA 59013, 60643 CHANTILLY CEDEX, who will deal with your request within 30 days of receiving it. You must not use these addresses to return your Equipment, which will be sent to you by e-mail following your cancellation request and which is also available on the [bouyguetelecom.fr](http://bouyguetelecom.fr) website. If you do not receive a reply within this period, you will be entitled to the following benefits, on written request to the Consumer Service:

- for Fixed Services: a refund (or credit) on a pro rata basis of the price of the Fixed Services equal to the number of days of delay since the expiry of this period, up to a maximum of 30 days;
- for Mobile Services: one free GB of mobile Internet per day of delay, up to a maximum of 30 GB;
- for the Prepaid Card: a deferment of the duration of your credit equal to the number of days of delay since the expiry of this period. This deferral may not exceed 30 days.

3) If you are not satisfied with the response from the Consumer Service, you can contact the Electronic Communications Ombudsman on its website (<https://www.mediation-telecom.org/>) or at the address provided by the Consumer Service.

Without prejudice to your rights to compensation under the Contract, you are entitled to all legal remedies.

## 5. Porting your number

You can ask for your number to be ported. This is possible within three working days, subject to technical eligibility (and geographical eligibility for a fixed number). Porting your number is only possible if the line to be ported is active until the number is transferred, or has been cancelled with your previous operator for less than 40 days. When you subscribe, you need to give us the number you want to keep, the porting date you want and your Record of Identity Operator (RIO). You instruct us to terminate the contract with your former operator in your name and on your behalf. We recommend that you read the terms and conditions for terminating your Contract with your previous operator. This cancellation will take effect when your number is transferred. If you don't want to keep your number, you can consult [Procedures for reassigning a number](#).

On request, you may be entitled to compensation in the event of:

- delay in porting your number, from the operator responsible for this delay, corresponding to one fifth of the invoiced monthly price of your subscription per day of delay, until the Service is restored;
- loss of your number during the porting procedure, from the operator responsible for the loss, corresponding to 24 times the monthly invoiced price of the Service;
- failure of the technician to attend the activation appointment, corresponding to one fifth of the invoiced monthly price of the Service per day of delay, until

the technician actually attends the new appointment, or cancellation of the appointment by you.

For the Prepaid Card, in the event of delayed porting or loss of number, compensation is calculated on the basis of the remaining credit period, reduced to 30 days.

## 6. Restriction or suspension of your line

### 6.1 After contacting you

Unless Bouygues Telecom is informed of a legitimate reason and except in case of correction regarding the following 1), we will restrict (make it impossible to send electronic communications) the Fixed and Mobile Services and suspend them 9 days later in the event of:

- 1) non-payment of a bill, an advance on consumption during the term of the Contract, a due date or an activation fee;
- 2) misuse of the Services, such as inserting the SIM Card intended for the Mobile Service into any Equipment used to access the Fixed Service, or vice versa;
- 3) non-compliance with your other commitments, with the exception of the cases of immediate suspension below.

### 6.2 Immediately

We immediately suspend Fixed and Mobile Services in the following cases:

- in the event of a false declaration, impersonation, failure to complete an incomplete application or failure to provide Supporting Documents;
- in the event of fraudulent use in the case of SPAM, Hacking, interference with the proper functioning or availability of the network or servers.

In all cases:

- the limitation of your Fixed Services or Mobile Services means that you are unable to access services provided by publishers or third parties;
- the price of the Services remains payable.

## 7. Termination of your Contract

### 7.1 Termination at your own initiative

You can terminate your Contract by contacting the Customer Service with 10 days' notice from receipt of the request, giving us the number of the fixed and/or mobile line concerned, or by requesting that your number be ported. There are other ways of terminating your contract. Find out more in your Customer Area.

In all cases:

- in the event of early termination, you must pay the remaining fees up to the end of the first year of your contract, and beyond that, an amount corresponding to part of the remaining fees up to the end of your contract. This amount is equal to:
  - a quarter of the tariffs if you entered into your contract before 1 January 2023;
  - 20% of fees if you concluded your contract on or after 1 January 2023, for our Services enabling you to benefit from subsidised terminal equipment.

If you benefit from a promotional rate, you will lose the discount in case of termination during the commitment period, and you will be charged based on the remaining full months of the subscription.

- For the Prepaid Card, in the event of termination with portability, you can request reimbursement of the remaining credit.
- If you have a legitimate reason, you can terminate your contract free of charge.

Legitimate grounds for termination include the following:

- we have failed to port your telephone number, within 12 days of this failure;
- Mobile Service and/or Mobile Internet Service inaccessible from your home under normal and usual conditions, within 7 days of the initial connection;
- unavailability of the Mobile Internet Service for a period of 2 consecutive weeks, in the month following its activation;
- n° Fixed Services for 30 days following receipt of the subscription confirmation letter or installation of the Fixed Equipment;
- moving to an area in mainland France where the Service is inaccessible from the new home, or for a long period outside mainland France;
- disability or illness making it impossible to use the Services, or death;
- notification of admissibility to the Individual Over-indebtedness Commission;
- unemployment following dismissal from a permanent contract of which you became aware during the commitment period of the offer;
- detention for a minimum of 3 months in a penitentiary;
- force majeure as defined by French law and courts;
- failure to fulfil our commitments.

In all cases, the termination of your offer will take effect within 10 days at the latest of the date of receipt of the supporting documents, written in French or English, or from receipt of the e-mail from us acknowledging the termination, for the first 4 reasons.



You will have:

- for Mobile Services, 8 days from receipt of our written agreement to return the SIM Card or delete the Bouygues Telecom profile from your eSIM Card, and against reimbursement the mobile kit in perfect condition, to the location indicated to you;
- for Fixed Services, 45 days from receipt of our written agreement to return the Fixed Equipment. Failure to do so will result in a non-return charge. In all cases, you must pay us the sums due under the Contract, less any credits we may owe you.

The termination of optional services provided by third parties shall be made with the latter and does not entail termination of the Contract.

## 7.2 Cancellation at our initiative

We can terminate your Contract without paying you any compensation:

- with 1 month's notice after contacting you beyond your initial commitment period;
- from the 10<sup>th</sup> day following the suspension of your line and except in the event of rectification in the following cases: non-payment of an invoice, an instalment or activation charges, incomplete file;
- the technician is unable to carry out an in-home installation for the fibre optic network;
- absence of Fixed Services within 30 days of receipt of the subscription confirmation letter.

In the event of termination, the remaining fees are payable in accordance with the above terms and conditions.

## 8. Information about your data

### 8.1 Registration in the universal directory

You may, under your own responsibility, provide us with your contact details (telephone number and surname, first name or initials subject to homonyms, full postal address or not, e-mail address) so that we can include them free of charge in our lists for publishers of universal directories and information services. Your contact information becomes available in several forms: paper directories, Internet directories and telephone information services. You can limit their publication free of charge by registering on the anti-prospecting list (your information will not be used for commercial purposes) and the reverse look-up directory list (it will be impossible to find your personal information using your telephone number) or by providing us with some of your contact details (partial address or first name initials). You can change your choices at any time and free of charge on [bouyguetelecom.fr](http://bouyguetelecom.fr) or by contacting the Customer Service.

### 8.2 Registering with Bloctel

You can register free of charge on an opposition list if you do not wish to be the subject of commercial prospecting by telephone from a professional with whom you have n° current contractual relationship. To register, go to <http://www.bloctel.gouv.fr>. or by post to: Société Opposetel, Service Bloctel 6, rue Nicolas Siret.

### 8.3 Processing of personal data

The processing of personal data by Bouygues Telecom is described in our privacy policy, which can be accessed on our website: <https://www.corporate.bouyguetelecom.fr/legal-disclaimers/privacy-policy/>. You have the right to access, rectify and delete data concerning you. You also have the right to object to the processing carried out or to request that it be restricted. These rights may be exercised by writing to Bouygues Telecom, Service Informatique et Libertés, 13/15 avenue du Maréchal Juin, 92360 Meudon-la-Forêt, or by e-mail: [dpo@bouyguetelecom.fr](mailto:dpo@bouyguetelecom.fr). You may also issue instructions on the retention, deletion or communication of your personal data after your death or make a porting request under the conditions described in the FAQ available on our website.

#### PRACTICAL APPENDIX:

**Substantial increase in consumption:** when you have exceeded the amount of your periodic fees by more than €20 in consumption and services.

**SIM Card / eSIM Card:** for Mobile Services, it can be purchased alone or combined with the Equipment of your choice, with a 4G Internet access key, or in a Bouygues Telecom mobile kit. The eSIM card is integrated directly into a compatible mobile phone and enables a Bouygues Telecom profile to be downloaded.

**Handset and telephone lines:** your telephone must be analogue with voice frequency dialling and comply with the standards in force for the French switched network. To access xDSL Fixed Services, you must have an eligible, isolated analogue line connected to the local loop network. You must be the owner or be mandated by the owner to ensure that we can take the necessary steps with the operator concerned. Unless you have decided to keep your landline number, we will assign you a new non-geographic number.

**Speeds:** unless otherwise stated, the speeds given are theoretical maximum speeds. They vary according to your geographical location, the number of users

at any given time, the use of several services or equipment at the same time, and the Equipment and Hardware used.

These parameters can, for example, influence how long it takes to download a web page or an email, or have an impact on the quality of video viewing.

You can visit [bouyguetelecom.fr](http://bouyguetelecom.fr) to find out about your coverage and eligibility.

For Fixed Services, the speeds and offers available also depend on:

- the compatibility of the line connecting your home to our installations or those of a third-party operator in a non-unbundled zone;
- the 4G and/or 5G coverage, where applicable inside buildings where the Fixed Service is provided with this technology;
- the connection method for your home network equipment, such as an Ethernet cable, Wi-Fi or power line communication (PLC).

Bbox	ADSL	VDSL	Fibre up to 600Mbps	Fibre up to 2Gbps	Fibre up to 8Gbps
Download	Download speed of up to 28.8Mbps, which can be reached on lines shorter than 300m, in the absence of interference. Download speed which generally can be reached between 1Mbps and 15Mbps	Download speed of up to 100 Mbps, which can be reached on lines of less than 300m, in the absence of interference. Download speed which can generally be reached between 1 Mbps and 15Mbps, ranging from 15Mbps to 50 Mbps for some of the shortest lines (less than 1km).	Up to 600Mbps	Up to 2Gbps	Up to 8Gbps subject to eligibility and compatible equipment*
Upload	Upload speed of up to 1.3Mbps, which can be reached on line shorter than 300m, in the absence of interference. Upload speed which can generally be reached between 0.5Mbps and 1Mbps	Upload speed up to 50Mbps, which can be reached on lines shorter than 300m, in the absence of interference. Upload speed of less than 1Mbps can generally be reached, but up to 8 Mbps for some of the shortest lines (less than 1km).	Up to 600Mbps	Up to 900Mbps	Up to 1Gbps subject to eligibility and compatible equipment*
TC access	Minimum download speed of 3.6 or 4.5Mbps depending on the unbundled area (7.7Mbps for HD TV).		No minimum speed		

Minimal download speed is 128 Kbps.

\*Theoretical maximum download speed up to 8Gbps and theoretical maximum upload speed up to 1Mbps with the free Débit+ option available on request, subject to eligibility and compatible equipment (with 10G module or card) connected via wired connection. For customers who are not eligible or do not have the Débit+ option : theoretical maximum download speed up to 2Gbps and theoretical maximum upload speed up to 900Mbps. Speeds are shared among devices connected via wired connection (up to 1Gbps per device in case of an external optical termination box) and WIFI.

#### For Mobile Services:

For 2G, 3G+, 4G, 4G+:

The theoretical maximum download speeds are:

- up to 900Mbps or 300Mbps depending on the 4G+ covered areas and aggregation of frequency bands;
- up to 300Mbps or 49Mbps depending on the 4G covered areas;
- up to 7.2Mbps, 14.4Mbps, 21Mbps or 42Mbps depending on the 3G+ covered areas;
- up to 236Kbps in 2G.

The theoretical maximum upload speeds are:

- up to 150Mbps or 38Mbps depending on the 4G+ covered areas and aggregation of frequency bands;
- up to 75Mbps or 18Mbps depending on the 4G covered areas;
- up to 0.4Mbps or 5.7Mbps depending on the 3G+ covered areas;
- up to 118Kbps in 2G.

For 5G:

Theoretical maximum download speeds are as follows depending on the aggregate frequency bands:

- with the 3.5GHz frequency band: up to 1.5Gbps in the first version of 5G.
- with the 2.1GHz frequency band: up to 890Mbps in the first version of 5G.

Theoretical maximum upload speeds are as follows depending on the aggregate frequency bands:

- with the 3.5GHz frequency band: up to 133Mbps.
- with the 2.1GHz frequency band: up to 93Mbps.

**Partial or Total Unbundling for xDSL:** all the operations required to connect your telephone line to our equipment. In the event of partial unbundling (subscription to the incumbent operator is necessary to benefit from certain

services such as fax, medical or security alarm, intercom, payment terminal, etc), the telephone subscription taken out with a third-party operator is maintained and you are still liable for the corresponding invoices. In the event of full unbundling, you authorise us to cancel your telephone subscription with a third-party operator. This does not automatically cancel any other services you may have subscribed to with another operator, which you must cancel directly with them.

#### Equipment:

- Mobile Equipment: software embedded in the SIM Card or eSIM Card.
- Fixed Equipment: the box, where applicable the TV decoder box, the SIM Card, the repeater(s) and the accessories (cables, remote control, power supply, connection box, etc.). It incorporates software and technologies (including updates necessary for the operation of Fixed Services) that are the property of Bouygues Telecom and/or third parties, as well as open source software, a list of which can be found at <http://floss.bbox.fr>, and/or is accessible from the equipment menus.

**Indexation Formula:** your Indexation Formula is based on the ICHTrev-TS index published by INSEE and commonly used in indexation clauses. This is a monthly index published quarterly, regardless of the sector of activity. You can consult it on the Insee website [www.insee.fr](http://www.insee.fr) in the «List of statistical indicators» section. The price of your Services may be indexed annually on the basis of the «revised hourly labour cost - All employees in the Information Communication Sector» published by INSEE under the reference ICHTrev-TS (Identifier 001565192) according to the following formula:

**1) Calculation of the variation of the ICHtrv-TS index:** Index variation in % = (New index - Old index) / Old index.

**2) Calculation of the revised monthly price:** Revised price = Old price x (1 + index variation in %)

**New index** = last monthly index published on the revision date.

**Old index** = monthly index published 12 months before the new index.

If the index disappears, we will inform you in advance of the replacement index chosen by INSEE.

**Installation:** connecting your home to the fibre-optic network includes the technician's visit, where possible, and, if necessary, connection to the network by installing a socket and cable (< 100m). If you are absent during the scheduled intervention time slot, you may be charged for the corresponding travel expenses. If authorisation is required for this installation, you must already have it on the day of your appointment with the technician. If the installation requires an investment greater than the cumulative amount of 3 months' subscription for Fixed Services or if the installation requires specific technical intervention, we may terminate the Contract.

**Hardware:** refers to the equipment required to use the:

Fixed Services:

- Telephone handset.
- Television: flat screen or projector with socket, HDMI or DVI (with DVI/ HDMI adapter) or YPrPb (cables not supplied). YPrPb cannot be used to view programmes protected against private copying. HD resolution is available with a compatible television, HDMI input and cable, and requires compatible content. 4K resolution is available with a compatible TV decoder, a compatible TV set, a compatible cable and HDMI port, FTTH technology network and requires compatible content.
- Computer with Ethernet or Wi-Fi connection, tablet or mobile phone with Wi-Fi and any other equipment with Ethernet or Wi-Fi connection.

Mobile Services:

- SIM or eSIM card.
- Phone compatible with Mobile Technologies.

**Traffic management measures:** refers to reasonable or exceptional measures implemented by Bouygues Telecom to optimise access to our network for all.

On the mobile network, these measures are implemented in the event of congestion of certain network elements, on the elements concerned. During the period of congestion, for example, they may temporarily increase the download time of a web page, e-mail or e-mail attachment, or impact the quality of a video.

On the fixed network, these measures are implemented in the event of congestion on your fixed line (which can occur when telephone, television and Internet access services are used simultaneously). In such a case, telephony and television services are temporarily given priority over the Internet access service. this can have the effect, for example, of increasing the download time for a web page, a video or an e-mail attachment.

**Procedures for reassigning a number:** if you do not wish to port your number, it can be reassigned within a minimum of 3 months following your cancellation.

**Supporting Documents:** documents that Bouygues Telecom may request from you. In case of remote subscription, you must provide these supporting documents within 8 days of subscription.

These are:

- original valid proof of identity (or a copy if you are taking out the policy remotely): National or EU identity card, EU passport, French residence permit;
- a cancelled cheque (excluding Prepaid Card Customers and remote subscriptions).
- an IBAN statement (excluding Prepaid Card Customers) issued by a bank for an account domiciled in a European country in the SEPA zone (Single Euro Payments Area); and
- a document dated from the last 3 months proving either residence in mainland France or, for nationals of the European Economic Area, the existence of a stable link with mainland France (a document proving the existence of a frequent and a significant physical presence in mainland France).

**Hacking:** counterfeiting is an offence punishable by 3 years' imprisonment and a €300,000 fine. It can lead to your civil liability (including damages), a ban on further counterfeiting operation, publication of the conviction decision, destruction of counterfeits and confiscation of the proceeds.

**Precautions:** Actions recommended by the health authorities:

- **Use a headset (or hands-free kit) when making telephone calls:** you reduce your exposure when you move the terminal away from your body (head and trunk). Telephoning with a headset reduces the exposure of your head. This advice applies in particular to the most intensive users. Pregnant women using a headset are advised to keep the device away from their abdomen, and teenagers are advised to keep it away from their lower abdomen. It is also important to comply with the conditions of use specified by the manufacturer in the device instructions. They can specify a distance to be maintained between the body and the terminal in communication.
- **Where possible, make calls in areas where radio reception quality is good:** your mobile phone automatically adjusts its transmission power according to the radio signals it receives from your operator's network. When radio reception is good (4 or 5 bars on your phone's screen), your mobile emits less – which reduces your exposure to radio waves.
- **Advise your children and teenagers to use mobile phones in moderation if you decide to provide them with one:** make sure they know how to reduce their exposure when using their mobile phone. If any health effects are identified, children and teenagers may be more sensitive, given that their bodies are still developing. When using edutainment applications, the use of airplane mode reduces unnecessary exposure.
- **Encourage your children and teenagers to use mobile phones sensibly; for example, by avoiding night-time use.**
- **If you wear an electronic implant** (e.g. a pacemaker, insulin pump, neurostimulator, etc.), keep the device at least 15 cm away from the implant and only use the phone on the opposite side to the implant, as there is a risk of interference. We recommend that you discuss this subject with your doctor, who will be familiar with the characteristics of your medical device.
- **Please refer to the manufacturer's instructions for use:** 4G internet access keys and tablets are subject to the same regulatory obligations as mobile phones. The manufacturer's instructions may specify a distance to be kept between your trunk and the 4G internet access key or tablet when the device is connected to the internet.
- **Do not use a mobile phone while driving a vehicle:** with or without a headset, this is a major factor in serious accidents and is punishable by law.
- **Respect the restrictions on use specific to certain places (hospitals, airplanes, etc.):** Respect the instructions specific to certain places and switch off your mobile phone when asked to do so.
- **Do not listen to music at full volume on your mobile phone for long periods of time:** this can cause irreparable damage to your hearing.

**Technologies:** Depending on the commercial terms of your package, you can take advantage of the following technologies for your Fixed Services:

- xDSL: ADSL (Asymmetric Digital Subscriber Line) and VDSL (Very High-Speed Digital Subscriber Line), the xDSL network uses your fixed telephone line. The design of an xDSL line enables you to open a fixed telephone line in order to benefit from a Fixed Service in Full Unbundling mode without having to take out a telephone subscription with a third-party operator. To do this, you must be in an eligible area, and this service may require a prior feasibility study.

In the case of Partial Unbundling, you keep your telephone subscription with a third-party operator, to whom you are liable for the price of this subscription.

- optical fibre: Fibre network consisting of optical fibre to the home, depending on your eligibility.
- 4G: 4G mobile network depending on the eligibility of your subscription address, which must be located in a commercially eligible area and have coverage inside the building.
- 5G: 5G mobile network depending on the eligibility of your subscription address, which must be located in a commercially eligible area and have coverage inside the building.