

General terms and conditions of service for consumers as at 10 July 2023

Updated on 6 October 2023

In this document, we set out the conditions under which we market our Services for private use to consumers and non-professionals (a non-professional is defined as being any legal entity that is not acting for professional purposes). If you are a professional, only the Pro General Terms and Conditions of Service apply. We recommend that you read your Contract, which comprises the General Terms and Conditions of Service (with their Useful Information Appendix), the contractual summary, the subscription form or confirmation, and the "Rates". The underlined terms in the text are as explained in the Useful Information Appendix.

1. Useful information

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 radiofrequency electromagnetic fields as being "possibly carcinogenic to humans" (group 2B). The health authorities recommend limiting exposure to the electromagnetic fields emitted by mobile phones and suggest taking a number of simple precautions. For this reason, we suggest that you refer to the Useful Information Appendix, where you will find all the safety and usage Precautions to be observed.

In particular, using a headset when making phone calls moves the mobile phone away from your body and reduces your exposure to electromagnetic fields. You must also comply with the manufacturer's conditions of use in your phone's manual, which may specify a distance to be maintained between your body and the mobile phone during communication. France's Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'Environnement et du Travail (ANSES) recommends that children and adults who use mobile phones intensively should use mobile devices with the lowest specific absorption rates (SAR). It also recommends moderate, supervised use of wireless communication technologies by children. We also suggest that you inform yourself of current scientific research on the following websites: World Health Organisation portal: www.who.int/peh-emf/fr - European Commission portal: <http://ec.europa.eu/health> - Government information portal: www.radiofrequences.gouv.fr

1.2 Protection of minors

The TV box Service has a parental control service that is accessible via a confidential 4-digit code, which can be personalised at any time. This protection covers 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 with the potential to harm the physical, mental or moral development of minors).

These programmes could potentially cause lasting problems for minors. The French Criminal Code punishes anyone who allows minors to have access to such programmes.

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

2. 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 enabling access from a mobile network and a SIM Card or eSIM Card:

- to a Mobile Service enabling calls to be made and received; and/or
- to a Mobile Internet Service providing Internet access.

Fixed Services providing access at the subscription address (including, where applicable, the floor and/or flat number) to the Internet and, where applicable, fixed telephony and/or television, provided that you are eligible for the Technologies offered.

To be able to use our Fixed Services at your address (for example, if you move house), you must test whether your address is eligible and, if so, subscribe to one of our fixed packages as proposed in the "Rates" 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 visit your home to carry out an Installation, during which you will need to be present.

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

To use our Services, you must:

- have compatible Hardware;
- activate the Equipment we supply to you. You become its custodian and therefore bear the risks of its theft, loss or damage. We therefore recommend that you insure it. Throughout the period of provision, you may not transfer, rent or lend it 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 increasing download times for content.

In addition, to offer the widest access to mobile telephony to as many people as possible, 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 "white zones".

Technical developments or maintenance operations to improve the quality of our Services may occur, resulting in a temporary interruption. Other than in emergencies, we will provide you with information about such operations. As part of our security policy, we apply the security measures required to prevent incidents, threats and situations of vulnerability and take the necessary steps to enable us to react to incidents so that we can minimise 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 such cases, we will inform you within a reasonable period and by any appropriate means (display of an alert message on the channel or sending of an SMS or e-mail, for example). Several different TV reception modes are available. Depending on the reception mode available in your Services, some television and catch-up TV channels may 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 described as "unlimited" are authorised only between two consumers or non-professionals and for private purposes. Depending on the package subscribed to, the specified thresholds may be revised upwards in accordance with the conditions set out in "Rates".

In the case of Mobile Internet Service, the speed may be reduced beyond a threshold indicated in each of our packages.

In your Customer Area, we provide you with consumption monitoring tailored to your package. In "Rates", you will also find all the necessary information about:

- numbers and services subject to special conditions;
- Services for people with disabilities.

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

With regard to Mobile Services, we will inform you in advance if a Mobile technology is discontinued, and you must then have a mobile phone and a SIM Card or eSIM Card that are compatible with the technologies available on our network.

For Fixed Services, xDSL technology will be phased out and replaced by Fibre technology in accordance with the national copper network closure plan, which you can view on the ARCEP website at www.arcep.fr/demarches-et-services/utilisateurs/que-va-changer-la-fermeture-du-reseau-cuivre.

As a result, 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 package. Otherwise, six months after sending you the first notification, or no later than 6 months before the announced closure of the copper network at your subscription address, we will be able to migrate you to Fibre:

- Either by keeping the same Services and pricing conditions as your current package;
- Or by offering you different Services and/or a different rate. In this case, you may terminate your Contract under the conditions 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 application, including the [Supporting Documents](#), or of your first call for prepaid packages. If this period is exceeded, then unless you are at fault, you will be entitled, upon written request, to compensation for the number of days during which the Service was not provided. This will take the form of a credit note for Mobile Service Packages 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 visits your home, this period is counted from the date on which the [Installation](#) was carried out. If this period is exceeded, then unless you are at fault, you will be entitled, upon written request, to compensation for the number of days during which the Service was not provided. This will take the form of a payment of €1/day for up to 30 days.

In the event of total disruption of one of your Services or failure to provide at least 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 terms as for exceeding the activation deadline.

2.3 Use of your Services

We remind you that your Services are reserved for consumers and non-professionals, 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 must use appropriate anti-virus software, update your software, download only known and reliable applications and back up your data regularly. For services provided by third parties, you must contact the vendor in the event of a problem. Remember to change your login details as soon as you sign up and regularly thereafter.

So that we can route your emergency calls to the right rescue centre, we need to know your location at the time of the call. If you are calling on Wi-Fi, this location will be provided by your mobile phone. You must therefore enable its GPS location and switch off aeroplane mode before making your call.

If your [SIM card](#) or [eSIM card](#)-compatible mobile phone is lost or stolen, call us to suspend your mobile line immediately. You can then go to your Customer Area on bouyguetelecom.fr or send a letter to Customer Services for "theft" (with a copy of your filed 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 at the price indicated in "Rates". You can activate it via your Customer Area or by contacting Customer Services. In all cases, your Contract will continue, and the price of the Service will remain payable.

Unauthorised uses:

With regard to the Services, you must not:

- use them to create a voice server and/or reroute and/or divert communications;
- use them for a different purpose; for example, by 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. marketing or provision, of your Service or your [Fixed Equipment](#) without our agreement;
- the use of a Service that generates consumption of more than 24 hours per day, enables the user to obtain remuneration or to trade in such remuneration, or consists of automatic or continuous dialling;
- calls to Internet access numbers and certain numbers whose routing is diverted or rerouted; for example, via a radio box, unsolicited electronic messages ("spam");
- calls lasting more than 3 hours;

With regard to the software integrated into the [Fixed Equipment](#) (excluding specific open-source cases), you must not:

- disassemble, decompile, disaggregate, examine or analyse the software in any way whatsoever;
- modify or adapt the software or create derivative software;
- extract the software for any purpose whatsoever, including marketing purposes;
- share 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 provide for download. You must not use the Services or the [Fixed Equipment](#) for [Piracy](#) purposes. In addition, you are liable for the cost of repairing the [Fixed Equipment](#) that we provide to you in the event of any use inconsistent with its intended purpose, its usual use or its instructions or in the event of accidents, power surges or servicing by persons not authorised by Bouygues Telecom.

You must ensure that your Internet access is not used for the purposes of reproducing, representing, providing or communicating to the public works or objects that are 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 harmful to artistic creation and to the economy of the cultural and digital sectors. They may be subject to civil and criminal penalties. Lawful packages ensure compliance with the Intellectual Property Code, and certified systems will soon be available to prevent illegal use of your Internet access.

Fair use thresholds apply to the use of the Services outside mainland France. Use of your Services in excess of the following thresholds may result in a charge:

- consumption of the Service and a higher presence in the European Economic Area/French overseas departments than in mainland France, for a period of 4 consecutive months, which may result in charges to you at the rate in force 15 days after notifying you and if there is no change in your usage;
- prolonged inactivity of a [SIM Card](#) or of a Bouygues Telecom profile of an [eSIM Card](#) in mainland France, combined with very frequent or even exclusive use in the European Economic Area/French overseas departments, which may result in charges to you at the rate in force 15 days after notifying you and if there is no change in your usage;
- higher consumption of the Service outside mainland France (excluding the European Economic Area/French overseas departments) than in mainland France for a prolonged period, which may result in charges at the rate in force.

2.4 Price of our Services

Information on rates is available in the current "Rates" section of the bouyguetelecom.fr website. They may also include:

- an advance on consumption when you place your order (or afterwards);
- activation fees;
- termination charges for open-ended contracts, with or without an initial commitment period;
- any sums payable to service providers for which you have delegated payment to us (on your bill 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 adjusted:

- 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;
 - are a direct result of the applicable legislation.

2.5 Terms of payment

You will receive an electronic bill and may request a paper bill at any time. Billing begins on the effective date of activation. Your communications outside mainland France will be processed within a maximum of 3 months. For Fixed Services, Packages and Mobile Internet Packages, your bill is payable within 14 days of the monthly billing date.

Unless different commercial terms apply, you can choose between several means of payment. If you have chosen direct debit, you can change the date at any time in your Customer Area. However, weekends, bank holidays and public holidays may cause variations in the debit date.

In the event of entry in the Preventel database, 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, vary the billing date.

3. Information about your Contract

You enter into your Contract for an indefinite period with or without an initial commitment period (24 months maximum), depending on the package (promotional or otherwise) that you have chosen.

If you order or modify your Services remotely, you have a period of 14 days from receipt of the [Equipment](#) or from subscription to the package if your package does not include [Equipment](#) to cancel your Service. You can do this using the withdrawal form template or by contacting us with an unambiguous statement. 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 billed. For our Fixed Services, this is in addition to the activation period. If you have requested the performance of the Service during the withdrawal period, you will be required to pay us an amount proportional to what was supplied to you up to the time you informed us of your withdrawal.

To enter into your Contract on the bouyguetelecom.fr website, you must:

- have a valid e-mail address in mainland France;
- choose your Service;
- verify your order (and modify it if necessary) and read and accept the contractual terms of your Service (we will confirm your subscription by e-mail);
- activate the line on the bouyguetelecom.fr website within 15 days of receiving the parcel. Otherwise, your Contract will be terminated.

If your Contract is modified, the provisions of article 2.4 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 website or contact Customer Services by telephone or write to Service Clients Bouygues Telecom, TSA 59013, 60643 CHANTILLY CEDEX.

2) if you are not satisfied with the response from Customer Services, write to Service Consommateurs Bouygues Telecom, TSA 59013, 60643 CHANTILLY CEDEX, who will process your request within 30 days of receiving it. You must not use these addresses for the return of your [Equipment](#), the address for which is available on our website and will be supplied to you on the return note that we will send you. If you do not receive a response within this period, you will be entitled to the following benefits, on written request to the Consumer Services Department:

- for Fixed Services: a refund (or credit note) in proportion to 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 deferral of the duration of your credit equal to the number of days of delay since the expiry of this period. This deferral period may not exceed 30 days.

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

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, in the case of fixed lines, has been terminated with your former operator less than 40 days previously. When you subscribe, you need to give us the number you want to keep, your chosen porting date and your Porting Authorisation Code (PAC). 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 termination will take effect with the effective transfer of your number. If you do not wish to keep your number, you can read [How to reassign 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, equivalent to one fifth of the monthly billed 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, equivalent to 24 times the monthly billed price of the Service;
- failure of the technician to show up for the activation appointment, corresponding to one fifth of the monthly billed price of the Service per day of delay, until the technician actually shows up for the new appointment, or the appointment is cancelled by you.

For the Prepaid Card, in the event of a delay in porting or loss of the number, compensation is calculated in proportion to the validity of the remaining credit, adjusted to 30 days.

6. Limitation or suspension of your line

6.1 After contacting you

Unless Bouygues Telecom is informed of a legitimate reason and unless point 1) below is rectified, we will restrict (make it impossible to send electronic communications) the Fixed Services and the 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, an instalment or an activation fee;
- 2) an unauthorised use 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) failure to fulfil your other commitments, with the exception of the cases of immediate suspension below.

6.2 Immediately

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

- in the event of a false declaration, impersonation, failure to correct an incomplete application or failure to provide [Supporting Documents](#);
- in the event of fraudulent use involving "spam", [Piracy](#) or disruption to the proper functioning or availability of the network or servers.

In any event:

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

7. Terminating your Contract

7.1 Termination by you

You may terminate your Contract either by post sent to the following address: Service Clients Bouygues Telecom, TSA 59013, 60643 CHANTILLY CEDEX, giving 10 days' notice from receipt of the request and stating the number of the fixed line and/or mobile line concerned, or by requesting that your number be ported. You may be offered other ways to terminate your contract. Find out more in your Customer Area.

In any event:

- in the event of early termination, you must pay the remaining fees until the end of the first year of the contract and beyond:
 - a quarter of the remaining fees due until the end of your contract if you signed your contract before 1 January 2023.
 - 20% of fees due if your contract was signed on or after 1 January 2023, for our Services offering you subsidised terminal equipment.

If you have received a promotional rate, you will lose the discount if you terminate during the commitment period, and you will be billed on the basis of the full months remaining.

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

Legitimate grounds for termination may include the following:

- we fail to complete the procedure to port your telephone number, within 12 days of this failure;
- Mobile Service and/or Mobile Internet Service cannot be accessed from your home under normal and usual conditions, within 7 days of the initial activation;
- unavailability of the Mobile Internet Service for a period of 2 consecutive weeks in the month following its activation;
- absence of Fixed Services for 30 days, following receipt of the subscription confirmation letter or Installation of the Fixed Equipment;
- you move to an area in mainland France where the Service is inaccessible from your new home, or you move for a long period outside mainland France;
- disability or illness that makes it impossible to use the Services or death;

- notification of acceptance by France's commission de surendettement des particuliers debt commission;
- unemployment following dismissal from an open-ended contract of which you became aware during the commitment period for the package;
- detention for a minimum of 3 months in a penal institution; force majeure as defined by French law and courts;
- if we fail to honour our commitments.

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

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, in return for a refund, the mobile kit in perfect condition to the location specified to you;
- for Fixed Services, 45 days from receipt of our written agreement to return the Fixed Equipment. Otherwise, non-return fees will be charged. In all cases, you must pay us the sums due under the Contract, less any credit notes we may owe you.

Termination of optional services provided by third parties must be effected with those parties and does not entail termination of the Contract.

7.2 Termination by us

We may terminate your Contract without paying you any compensation:

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

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

8. Information about your data

8.1 Entry 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 disambiguation, full or partial postal address, e-mail address) with a view to having them included free of charge in our lists intended for publishers of universal directories and directory enquiry services. This will make your contact details viewable in several forms: paper directories, Internet directories and telephone information services. You can limit their publication free of charge by registering your number on "do not call" lists (your details will not be used for commercial purposes) and the anti-reverse lookup directory list (it will be impossible to find your personal details using your telephone number) or by providing us with some of your contact details (partial address or initials of the first name). You can change your choices at any time free of charge on bouyguetelecom.fr or by contacting Customer Services.

8.2 Registering with Bloctel

You can register your number on a "do not call" list free of charge if you do not wish to receive telemarketing calls from professionals with whom you have no current contractual relationship. To register, visit <http://www.bloctel.gouv.fr> or send a letter to Société Opposetel, Service Bloctel 6, rue Nicolas Siret.

8.3 Processing of personal data

Bouygues Telecom's personal data processing operations are described in our privacy policy, which is available on our website: <https://www.corporate.bouyguetelecom.fr/mentions-legales>. 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, France, or via e-mail: informatiqueetlibertes@bouyguetelecom.fr. You may also issue instructions on the retention, deletion or sharing of your personal data after your death or make a porting request in line with the terms described in the FAQ available on our website.

USEFUL INFORMATION APPENDIX:

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

SIM Card/eSIM Card: for Mobile Services, this can be purchased on its own or combined with the Equipment of your choice or 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 have been authorised by the owner to enable us to deal with the operator concerned. Unless you have opted to keep your fixed number, we will assign you a new non-geographic number.

Speeds: unless otherwise stated, the speeds indicated are theoretical maximums. 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 factors can, for example, influence how long it takes to download a web page or an e-mail or have an impact on the quality of video viewing.

You can visit bouyguetelecom.fr to find out about your coverage and eligibility.

For Fixed Services, the availability of speeds and packages also depends on:

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

Bbox	ADSL	VDSL	Fibre up to 400 Mbps	Fibre up to 1 Gbps	Fibre up to 2 Gbps
Downstream	Downstream speeds of up to 28.8 Mbps, achievable on lines of less than 300 m in length, in the absence of interference. Achievable downstream speed is generally between 1 Mbps and 15 Mbps.	Downstream speeds of up to 100 Mbps, achievable on lines of less than 300 m in length, in the absence of interference. Downstream speeds of between 1 Mbps and 15 Mbps are generally achievable, with some of the shortest lines (less than 1 km) capable of speeds of between 15 Mbps and 50 Mbps.	Up to 300 Mbps	Up to 1 Gbps	Up to 2 Gbps
Upstream	Upstream speeds of up to 1.3 Mbps, achievable on lines of less than 300 m in length, in the absence of interference. Achievable upstream speed is generally between 0.5 Mbps and 1 Mbps.	Upstream speeds of up to 50 Mbps, achievable on lines of less than 300 m in length, in the absence of interference. Upstream speeds of less than 1 Mbps are generally achievable, but up to 8 Mbps for some of the shortest lines (less than 1 km).	Up to 200 Mbps	Up to 400 Mbps	Up to 600 Mbps
TV access	Minimum downstream speed of 3.6 or 4.5 Mbps, depending on the unbundled area (7.7 Mbps for HD TV)		No minimum speed		

The minimum downstream speed is 128 Kbps.

For Mobile Services:

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

The theoretical maximum downstream speeds are:

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

The theoretical maximum upstream speeds are:

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

For 5G:

Theoretical maximum downstream speeds vary by aggregate frequency band:

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

Theoretical maximum upstream speeds vary by aggregate frequency band:

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

Partial or total unbundling for xDSL: all operations required to connect your telephone line to our equipment. In the event of partial unbundling (subscription with the incumbent operator is necessary to obtain 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 remain liable for the corresponding bills. In the event of full unbundling, you authorise us to terminate your telephone subscription with a third-party operator. This does not automatically terminate any other services you may have subscribed to with another operator, which you must terminate directly with it.

Equipment:

- Mobile Equipment: software embedded in the SIM Card or eSIM Card.
- Fixed Equipment: the box, where applicable the TV set-top box(es), the SIM Card, the transponder(s) and the accessories (cables, remote control, power supply, junction box, etc.). This 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 on <http://floss.bbox.fr>, and/or is accessible from the equipment menus.

Indexation Formula: your Indexation Formula is based on the ICHTrev-TS published by INSEE and commonly used in indexation clauses. This is a monthly index published quarterly for all sectors of activity. You can view it on the INSEE website 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 Information Communication Sector employees" published by INSEE under the reference ICHTrev-TS (ID 001565192) according to the following formula:

1) Calculation of the change in the ICHTrev-TS: Index change as % = (New index - Old index) / Old index.

2) Calculation of the revised monthly price: Revised price = Old price x (1 + index change as %)

New index = latest monthly index published as of the revision date.

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

If the index ceases to be available, 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 first visit, subject to feasibility, and, if necessary, connection to the network by installing a socket and a cable (< 100m). If authorisation is required for this installation, you must be in possession of it when you meet 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 work, we may terminate the Contract.

Hardware: refers to the equipment needed to use the:

Fixed Services:

- 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 set-top box, a compatible TV set, a compatible cable and HDMI port and 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 one-off measures implemented by Bouygues Telecom to improve access to our network for all.

On the mobile network, these measures are implemented in the event of congestion of certain network elements, for the elements in question. During the period of congestion, they may, for example, temporarily increase the download time for 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 cases, telephony and television services are temporarily given priority over the Internet access service; this can, for example, have the effect of increasing the download time for a web page, video or e-mail attachment.

Procedures for reassigning a number: if you do not wish to port your number, it may be reassigned at least 3 months after your termination.

Supporting Documents: documents that Bouygues Telecom may request from you. If you subscribe remotely, you must provide these supporting documents within 8 days of subscribing.

These are:

- an original of a valid proof of identity (or a copy if you are subscribing 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 (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 significant physical presence in mainland France).

Piracy: counterfeiting is an offence punishable by 3 years' imprisonment and a €300,000 fine. It can result in civil liability (including damages), a ban on further infringing use, publication of the judgement, destruction of counterfeits and confiscation of proceeds.

Precautions: actions recommended by the health authorities:

- Use a headset (or hands-free kit) when making telephone calls: you reduce your exposure as soon as you move the device away from your body (head and torso). Telephoning with a headset reduces your head's exposure. 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 adolescents 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 manual. It may specify a distance to be maintained between the body and the device during communication.

- Where possible, make calls in areas where radio reception is good: your mobile phone automatically adjusts its transmitting 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 adolescents to use their mobile phone 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 adolescents may be more sensitive, given that their bodies are still developing. When using edutainment applications, the use of aeroplane mode reduces unnecessary exposure.

- Encourage your children and adolescents to use mobile phones sensibly; for example, by avoiding night-time use.

- If you wear an electronic implant (e.g. a pacemaker, insulin pump or neurostimulator), keep the device at least 15 cm away from the implant and use the phone only on the side opposite 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 maintained between your torso 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, either with or without a headset: this is a major factor in serious accidents and is punishable by law.

- Comply with the restrictions on use specific to certain places (hospitals, aeroplanes, etc.): comply with the instructions that apply 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: this can cause irreparable damage to your hearing.

Technologies: Depending on the commercial terms of your package, you may have access to 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 retain your telephone subscription with a third-party operator, to whom you will be required to pay the price of this subscription.

- optical fibre: fibre network consisting of 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.