

Fibre internet service specific terms

1. APPLICATION

These Specific Terms apply only to contracts concerning internet access services via the fibre network. These Specific Terms supplement the General Terms, which remain applicable unless waived by the present terms.

2. SERVICE SUPPLY TERMS

Orange's ultra-high speed offers depend on the infrastructure and availability of the fibre-optic network (FTTH or FTTN). Fibre optic subscriptions require a FTTH (Fibre to the Home) fibre optic network: the fibre optic arrives directly at the service installation address. Subscription to a fibre-optic service is subject to geographical and technical eligibility. The client benefits from ultra-high-speed access that can reach a maximum speed according to the offer chosen and the technical characteristics of the line and the client's equipment. The client benefits from internet access and optional landline service via VoIP. Subscription to a classic telephone service is an additional service subject to eligibility.

Installation

Subject to eligibility and if there is no operational network in the dwelling, the client must ensure that it is possible for Orange to install the fibre network:

- If the client is the owner of the dwelling, they expressly authorise Orange to undertake the necessary works, payable exclusively by the client.
- If the client is a tenant, they must obtain the express authorisation of the owner and/or manager of the property to perform the works in shared spaces, exclusively payable by the client and/or all of the co-owners, proportionally to their share.

When installing the fibre, the client guarantees access to the inlet box of the line in the building known as the "connection point". The client must guarantee access to the box on the day of the installation. The client also guarantees the possibility to run cabling from the line inlet point (connection point) in the building (shared sections) to their dwelling (private sections). The client must know where the connection point is located prior to the day of the installation and ensure that it is accessible.

Any fees incurred for research as well as Orange technicians' travel expenses are payable exclusively by the client. The same applies in the case of abusive intervention requests.

Any person who has requested a service and who decides to withdraw from it after the relevant works have started, must pay Orange for any costs incurred.

3. ACCESS TO SERVICES

Access restriction

Use of the connection of an internet access service incurs a "Fair Use" policy. This policy means that the user has the right to unlimited use of the services, but they must use the services with due care and attention (non excessive use) and must guarantee that they will make appropriate use of unlimited services. Abnormal or excessive use is defined according to each subscription and is specified in the contracts and/or advertisements. In the event that the "Fair Use" policy is not respected, Orange may issue a warning, by any means (post, email, SMS, etc.) instructing the client to limit their use. If the client does not heed this warning, Orange reserves the right to suspend or limit the client's access until the end of the current invoicing period. If the limits of abnormal or excessive use are not defined in the contract and/or the advertisements, a monthly volume of 1000 GB can be considered as such. As soon as this limit is reached, Orange may consider that the "Fair Use" policy defined above has not been respected.

Internet fibre traffic management policy

Orange does not apply any traffic management measures to fibre offers, except when the "Fair Use" policy defined above is not respected or in the exceptional cases listed below:

- Preventive or curative measures in case of imminent or effective network congestion, emergency intervention against loss or deterioration that may be caused to the network, goods or people.
- Necessary measures to prevent risk and ensure the safety and integrity of networks and services.
- In the context of legal obligations or measures adopted by the public authorities.
- Case of force majeure.

Specialist services

Certain services or applications, such as video conferencing or video streaming services, require a minimum bandwidth to be accessible and can impact the quality of the other services or applications in use.

The client is notified that these specialist services might be inaccessible according to the number of users connected to the network, their equipment, or the services or applications in use. Orange cannot be held liable in case of intermittent downtime of these services. In the event of repeated or continuous malfunction, the client must contact the technical department in order to determine the cause of the malfunctions and to establish a solution.

4. SERVICE QUALITY

While the speed of a fibre optic connection does not depend on the distance from the optical node, Orange notifies the client that the feasible speeds depend on several technical factors, particularly the number of users connected to the network and the availability of the network.

Orange undertakes to use all of the resources at its disposal to ensure that the speed effectively available to the client is as close as possible to the speed indicated and usually available. However, in the event of slower speed than the minimum agreed, on a repeated or continuous basis, the client must contact the technical department in order to determine the causes of the malfunctions and to establish a solution.

5. SERVICE AVAILABILITY

It is possible for the internet access service to be available 24 hours a day, 7 days a week. However, it may not be possible to access the service for short periods due to maintenance, service updates or in the exceptional cases set forth in article 1 of the Specific Terms: For the same reason, Orange cannot guarantee to clients that a connection will be maintained indefinitely.

6. CHANGE OF SPEED

Upgrade

Based on an identical connection, an upgrade, i.e. a change from the existing subscription to a faster subscription, is free. If a client wishes to prematurely terminate a contract with Orange whose minimum commitment period has not expired, in order to take out another contract, early termination fees may be invoiced according to the current price list.

Downgrade

A downgrade, i.e. a change in the existing subscription to a subscription with a lower speed or tariff, is payable according to the tariff indicated in the current price list and cannot take place during the initial commitment period.

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7. IP ADDRESS

The client is expressly notified that the conclusion of an internet access contract does not involve the provision of a permanent IP address to the client.

The IP address allocated to the client may change with each connection to the service. The client is notified that in the event that they maintain their connection beyond a 24-hour period, the connection may be interrupted in order to allocate a new IP address. It is prohibited for the client to disclose the IP address under which they are connected to the network to any third party.

The client can request to subscribe to a fixed IP address option.

8. INVOICING

Invoicing will commence upon activation. The service can be activated as soon as the client has a replacement means of connecting to the internet supplied by Orange, in the event that they are not connected from the 1st day.

For contracts that do not become effective on the first day of the month, a pro rata of the licence fee will be calculated by Orange, for the invoicing corresponding to the first month of the service provision, and that corresponding to the last month of the service provision, taking into account the effective number of days where the service is supplied.

9. EQUIPMENT RENTAL

Orange offers the possibility to rent certain models of connection equipment (modems, routers, etc.) against payment of a monthly rental fee. If opting for equipment rental, the client undertakes to ensure that the equipment rented, which remains the property of Orange, remains in a good condition, by regularly installing the recommended updates and notifying Orange of any issues relating to the rented equipment. Orange is not, under any circumstance, liable for equipment located in a client's private premises.

Guarantee exclusion clause: Orange cannot be held liable for any equipment deterioration caused by the client. The guarantee can only apply in the case of damage caused by unsuitable use of the equipment making the product unfit for use.

The equipment must be returned on the expiry date of the contract, at the expense of the client, in impeccable condition, together with its original box and any accessories originally included in the box, within a period of 30 days following the termination date.

If, upon arrival, the equipment is no longer in good condition, does not have its box or accessories, or if the client does not return the equipment within 30 days following the date of termination, the equipment will be invoiced at the initial purchase price.

10. DURATION AND TERMINATION OF THE SUBSCRIPTION

Duration

The contract for a fibre optic internet service is signed between Orange and the client for an undetermined period with a minimum duration of commitment according to the offer undertaken, the start date of the contract corresponding to the date of activation of the service (refer to article 8 of the present terms).

Termination

If the client terminates the contract before the expiry date, Orange will re-invoice only the services due, with the remaining amount payable for the equipment, the advantages and/or the promotions received linked to the commitment period initially set forth in the contract.

For access to fixed internet, all of the amounts incurred to provide access, installations, cable rising that were not invoiced upon subscription will be reinvoiced.

For network equipment such as rented routers or set top boxes, the equipment will be invoiced at the purchase price in the case of early termination.

For any termination prior to the end of the commitment period, a fixed fee of €25 incl. all taxes will be required per line terminated.