

# GENERAL CONDITIONS OF ORANGE SERVICES

## 1. PURPOSE

These General Conditions (“GCs”) form a part of the contract (The “Contract”) that regulates the terms according to which Orange Espagne S.A.U., Single-Shareholder Company, holder of NIF (Tax ID Number) A-82009812, and with its Registered Addressal at Parque Empresarial La Finca, Paseo del Club Deportivo 1, Edificio 8, 28223 Pozuelo de Alarcón, Madrid, “Orange”, will provide to the Customer, in the latter’s capacity as the end user and without commercial purposes (the “Customer”), the Mobile Electronic Communications Services (the “Mobile Services”), Fixed Electronic Communications Services (the “Fixed Services”), the Audiovisual Communications Services (the “TV Services”) and, if applicable, the Value Added Services (the “VASs”, as well as the devices placed at the Customer’s disposal (jointly, the “Service” or “Services”). VASs will be considered those that are activated in addition to the Communications Services. The Services may be contracted individually or through convergent offers.

## 2. CHARACTERISTICS OF THE SERVICES

The Customer contracts the Services in accordance with the service conditions and tariffs in force, which can be consulted at any time at [www.orange.es](http://www.orange.es), at shops or by calling 1414.

After verifying the accuracy, quality and lawfulness of the data provided by the Customer, as well as verifying that the Service is technically viable, including the existence of adequate coverage, Orange undertakes to begin or reject providing the Service within a maximum period of 30 days as from contracting. Delivery of the data and documentation required for contracting the Service is mandatory, and Orange may proceed to subsequently check the veracity or accuracy thereof, such that the absence or incorrectness of the same will authorize Orange to not accept activation of the Service or, if applicable, to proceed to terminate the contract.

If Orange did not activate the Service within the stated period for reasons exclusively attributable to Orange, then the Customer may cancel said Service before the activation thereof, consequently remaining free from any commitment in this regard. In the case of the Fixed Service, if the Customer did not request the cancellation thereof, then Orange will compensate a Customer who requests it within the maximum period of 10 days as from said date by the amount equivalent to one fee of the Service by crediting said amount in the first invoice.

Orange will facilitate free access to emergency services from its Voice Services, for which it will report the geographic location of a user who makes a call.

## 2.1. Mobile Services

### 2.1.1. General Characteristics of the Mobile Services

Mobile Services include the establishment, processing, maintenance and reception of calls and/or access to mobile data, the availability of a mobile network (coverage) and location services, as well as the **VASs** associated with the Mobile Services or any other services that may be available in the future.

Mobile Services are provided under two modes: Post-payment and Prepayment. If the Customer contracts a **Mobile Post-payment Service**, they must reside in Spain, and they will receive an Orange invoice for the Service provided. In the **Prepaid Mobile Service**, payment is made through the corresponding top-up to the accumulated balance on the SIM Card.

### 2.1.2. SIM Card

The SIM Card is a card that can be physical or digital (“eSIM”), and it allows identifying the Service signed by the Customer and the contracted line so that the Mobile Service can be provided to the Customer. Hereinafter, the terms “SIM” or “SIM Card” may be understood as referring indistinctly to either the physical SIM Card or the eSIM. In the event of the physical SIM Card, the Customer must insert it physically into their mobile device. In the case of the eSIM, the Customer will proceed to download it and activate it on a device that is compatible with the standard eSIM, for which it will be necessary to have Internet access on the device at that time. The eSIM Cards can be used on only one device, and therefore, if a Customer has to use their mobile line from another device, they must request another SIM Card from Orange. At the time when the Service is activated or afterwards, Orange may provide a physical SIM Card or an eSIM Card according to the device that is going to be connected and the assignment criteria defined by Orange at any given time.

When registering in the Mobile service, the Customer will receive: (i) one SIM Card owned by Orange, which the latter may replace at any given time for technical or operational reasons; (ii) a secret personal identification number (“PIN”) for accessing the SIM; and (iii) the personal unblocking key (“PUK”). Consequently, all communications made from the Customer’s SIM will be considered to be made by the Customer or with the consent thereof, and the Customer is therefore responsible for the same. The Customer must keep the PIN and the PUK confidential. If a Customer has more than one SIM for simultaneous use from the same line, but on different devices, then the communications that Orange sends to the Customer on either one will be valid.

Orange will not be liable for any loss, damage, theft or improper use of the SIM or of the PIN, and the



Customer will be the party who is liable for all traffic that takes and for any use that is made of the same. If this happened, then Orange may take any measures within its reach to avoid damages, for which it may make all the appropriate checks and request from the Customer a copy of the complaint that is lodged. The Customer may request a new SIM according to the Tariffs in force.

Orange may limit both the maximum number of SIM activations as well as the lines associated with a certain Tariff and/or Customer, according to the information provided by Orange on its web page.

### 2.1.3. Particulars of the Mobile Service in the Prepaid mode

The Prepaid Service will be automatically activated once the holder of the SIM has been identified. In accordance with Act 25/2007, on Data Storage, the number of the line, the name and surnames or corporate name, the nationality and the number and type of identity document provided by the acquirer of the Prepaid SIM, in their capacity as the Customer, will be stored in Orange's Register Book during the time that is required for compliance with said Act.

Unless another period is previously set forth at the time of acquisition of the SIM, Prepayment Cards will have a validity period of 6 months as from the moment when the first call or connection is made or as from when the last balance top-up, after the expiry of which calls may be received for the period of one additional month. To prevent deactivation of the SIM, which involves loss of the assigned telephone number, it is necessary to top up at least once within the planned period of 6 months plus 1 additional month. In the event of deactivation of the SIM Card for this reason as well as in the case of a Portability Request of their prepaid number to another operator, the Customer will have a period of one additional month to request a refund of the topped up balance of the Card by contacting Customer Service or by going to an Orange point of sale.

During the validity period of the SIM, the Customer may make calls or data connections as long as there is an available topped-up balance. After each top up, Orange will inform the Customer of the available accumulated balance. This information can also be obtained by dialling the code \*111# from the Customer's mobile phone and paying the corresponding cost (if applicable), by calling 1470, by going to the customer area or by using the My Orange application.

Once the available balance has been used up, but with the SIM still active, the Customer may only receive calls that do not involve a charge for the receiver, and they may only call Customer Service and the emergency number, 112.

The promotional balance will have the expiry that

Orange indicates in the commercial offer, and it may not be used if the Customer does not have a prepaid balance.

### 2.2. Fixed Services: Access to Internet and Fixed Telephony

Fixed Services include the establishment, processing, maintenance and reception of calls and/or access to fixed data and the availability of a fixed network, as well as the VASs associated with the Fixed Services or any other services that may be available in the future.

Currently, Orange provides the Internet Access Service through Fibre or ADSL technologies, either with direct or indirect access according to the area of coverage, and it may provide the service through other technologies that could be defined in the future. The Customer authorizes Orange to process the change of mode for providing the Service from the ADSL to the Fibre mode or from a mode with indirect access to another one with direct or indirect access with a change of technology whenever Orange may have the technical means available to provide the Service under these technologies or whenever the technical or legal circumstances that thus require it are present. Said change will be made subject to previously notifying the Customer and with the consent of the same if it means taking action at the Customer's home or if it could be detrimental to the same. If consent were not obtained and Orange ceased to have said technology available at the Customer's home, then the Service could be cancelled without any penalty being applied.

The fixed telephony Service is limited to the geographic location of contracting. The telephone Service will be provided VoIP, wherefore, for the correct operation thereof, the access equipment must be turned on and be connected to electric power. Orange will not be liable for any failure caused by an interruption of the electric power supply. The Service could be incompatible with other services such as the following: some alarm systems; telephone devices and fax services; the internal network of phone jacks at the Customer's home; purchases through Pay-per-View (PPV); dataphones; piped music, TRAC and RDSI lines; and CENTREX.

### 2.3. Orange TV Services

Orange is an aggregation service provider of audiovisual communication services and adds third-party content through its product called Orange TV. To access Orange TV, the Customer must have contracted, unless Orange prescribes otherwise, an Orange telecommunications offer compatible with it. Orange TV will be able to add different content at any time, such as: linear and non-linear TV channels; subscription to third-party content; SVOD services; Videoclub services, premium packs, etc. whose



theme, configuration and additional specific price, if any, will be informed to customers at all times and can be consulted at [www.orange.es/orange-tv](http://www.orange.es/orange-tv). In the subscription services to third parties or Videoclub services offered by a third party, the Customers will be subject to the obligations and rights that the third party has in its general conditions.

Orange may modify, for informational purposes only, the content it adds, the channel grid, SVOD or premium packs, the order, number, type of channels, as well as the characteristics, scope and format of Orange TV, to adapt to its technological evolution, by its own decision or because it no longer has rights for its commercialisation in the form and with the scope that it had until that moment. In that case, Orange will inform the Customers through its usual communication channels.

Orange offers the “Multi-device Function” (*Función Multidispositivo*), with which a Customer who has the Orange TV application installed (available at [www.orange.es](http://www.orange.es)) will be able to view certain content of Orange TV on up to a maximum of 5 different devices (including the decoder), as long as these devices are compatible with the hardware and software. Subscribing to third-party content may also mean that Customers must download and activate the official Apps of said third parties in order to access their content.

To access the Orange TV Service in its basic mode without a decoder, it will be necessary to use the access codes for the television service provided by Orange. For security reasons, if the access codes to the Orange TV Service are not used for 2 or more months, they will be automatically deactivated, in which case the Customer may request the generation of new passwords through the Mi Orange App or Customer Service to access the Service.

Although Orange will ensure the quality of the content, as an aggregator of audiovisual communication services, it will be the sole responsibility of the licensor of said content to respect the existing regulations, including the regulations regarding their classification and the existing obligations in terms of protection of young people and children, and adult content. However, Orange has parental control systems so that certain content that parents or guardians consider inappropriate for minors can be protected with a pin code.

### 2.3.1. Particulars about the quality of the Orange TV Service

The following will not constitute a lack of availability of the Service: (a) interruption of the Service due to network maintenance operations; (b) discontinuity of the Service due to use by the Customer of hardware or software

elements that are incompatible with those of the Service itself or with the necessary elements for correct operation of the Service; (c) breakdowns identified in the access network section not belonging to Orange; (d) unavailability of the Service for causes attributable to the Customer or due to fortuitous events, force majeure, court or administrative requirements or resolutions or any other causes not attributable to Orange; and (e) viewing defects due to technical problems related to the line section for which the Customer is responsible.

### 2.3.2. Particulars about the Orange TV Service

#### a) Conditions of use of the Service according to the type of Customer:

1. Customers who are natural persons, self-employed or legal persons and who do not have the qualification of HORECAS (meaning bars, restaurants and cafeterias): May contract all the television offers of Orange TV (except for Orange TV Bars), the use of which is restricted exclusively to spaces that are private property in any form (including but not limited to the use thereof in offices or in the reception area of legal entities) and therefore expressly prohibiting the commercial use and/or public showing thereof. Consequently, the use thereof at public establishments or in groups (such as home owner associations) is expressly prohibited, as well as the disclosure, loan or transfer of or in any other way, whether for consideration or for free, making available the multi-device access codes that allow accessing the Orange TV Service from devices other than the TV for persons unrelated to the immediate core family who inhabit the domicile of the Customer subscribed to the Service, including any form of use of such access codes (sale, rental, swap, gift, etc.) for any purpose, including but not limited to the purpose of any illegal access or any other irregular way or manner not expressly authorized for the Orange TV Service. Orange will adopt all the legal measures to which it may have a right by law to protect its interests, either against the Customer or any other third party who may directly or indirectly participate, collaborate, facilitate, advertise, profit from or in any other way benefit from, and/or in any other way make it possible or contribute to, the infringement of the rights of Orange and/or of its respective content providers.
2. Customers who are HORECAS, whether self-employed or legal entities: They may only contract the offers with football content of Orange TV Bars. Neither contracting nor accessing any other content of the standard Orange TV offer for residential use is not



permitted, such as film and series content, the Videoclub and Television a la Carte, or contracting any Premium channels.

In both modes, the Customer will be bound to use the Services and show the contracted content within the scope for which the Customer is authorized in accordance with the provisions set forth in this clause. Orange reserves the right to conduct the corresponding audits to verify that the Customer has contracted the correct TV mode, depending on the type of legal person and the use that they make of it.

Otherwise, the Customer will be solely liable to Orange and to third parties for any liability that could be derived from any unauthorized or incorrect use of the same, for which the Customer must compensate Orange for any damages that it could sustain for such reason.

In the cases of improper or fraudulent contracting of the corresponding Orange TV Service mode; or improper, irregular, illegal or unauthorised use of the Services; or the disclosure, transfer, sale, rental, commercial operation of or in any other way making the Service and/or the codes available, whether for compensation or for free, Orange reserves the right to definitively interrupt the Service, therefore giving the Customer advance notice of 48 business hours, or assign to the Customer, within the same period, the offer mode of TV Bars corresponding to HORECAS, at the non-promotional price of the same for the current football season. It could even bill the Customer, with retroactive effects to the Service contracting date, for the difference between the monthly price of the TV Bars Service and the price of the irregularly contracted Service as from the activation date of the irregular Service.

All the aforementioned is without prejudice to other civil or criminal actions that could be exercised against such persons by Orange or third parties.

**b) Equipment:** Orange will provide to the Customer, under the legal scheme that may be established at any given time, the necessary equipment for being able to enjoy the Service, in accordance with the provisions of these GCs. Said equipment will consist of:

1. A Router, or a Device that replaces it, that is compatible with the Orange TV Service.
2. Optionally, and only in offers that it is necessary, a decoder that will be connected to the Customer's TV reception equipment through the corresponding video connection. This decoder does not allow access to the signal of other operators. If the Customer does not wish to connect the decoder to the TV receiver, then they may download the Orange TV application

on their Smart TV, as long as they have a compatible TV receiver. Not having a decoder or the fact of being a Customer of Orange TV through other mobile Internet access offers could make it impossible to access certain content (for example, adult content) or certain Premium channels. Information about compatible equipment and content is available at [www.orange.es](http://www.orange.es).

3. Other Devices that could be necessary.

The computer equipment and television reception equipment do not form a part of the Service and will not be provided by Orange in any event. Consequently, the Customer must have such equipment under technical conditions that make them compatible with the Equipment of Orange.

The Activation Period of the Orange TV Service will be 30 days, with a maximum period of 50 days, depending on the compatibility check of the Customer's line and the appointment with the Customer to proceed to activate the Service, if necessary.

Whenever installation of the Service may be required at the Customer's home, installation will be understood to be completed after having checked the browsing and access to the menu of the Service from both the Customer's computer equipment and from their TV receiver. Installation will have an additional cost, of which the Customer will be informed in advance.

#### 2.4. Convergent Offers

Convergent offers integrate Mobile and Fixed Services, and they could also include other Services that are necessary for contracting the pack, such as proprietary or third-party television Services that, due to being contracted together by the same subscriber, represent a benefit for the Customer, which could be a discount on the same and that will only be applied while all the Services comprised in the convergent Pack remain active. If, during the Service activation period, it were not possible to activate some of the Services included in the convergent offer for reasons attributable to Orange, then the following will be applicable:

- a) Regarding the new Services that the Customer had not previously contracted and with respect to which the Customer had requested the new contracting, the Customer may choose between cancelling without a penalty or remaining subscribed to those Services that could be provided, at the Tariff and with the commercial characteristics most similar to those of the requested convergent offer, without applying promotions or discounts associated with the Convergent Pack, or if applicable, under

another Tariff that the Customer requests.

- b) If the Customer were already an Orange Customer, they will continue with the Services that they had contracted, but the Customer could request the cancellation of said Services or request a modification of the Tariff under the terms in the Customer's offer.

If the Customer cancelled any of the Services integrated in the convergent pack while the Services associated with their Convergent Pack were being provided or cancelled during the term of the Contract, then the commitment periods corresponding to the same with respect to the Service for which cancellation were sought will be applicable, and the Customer will remain subscribed to all the other Services, at the Tariff and with the commercial characteristics most similar to those that the Customer had contracted in the convergent offer. Orange will previously inform the Customer of all the aforementioned through any of the ways described in Clause 18 of the GCs.

## 2.5. Other Services

The Customer may use the third-party payment Service, which the Customer can deactivate at any time through Customer Service, through the My Orange App and through the Customer Area. Through the third-party Payment Service, the Customer may engage Orange for the payment of certain digital goods or services or those that are associated with communications services and acquired from third parties. In such events, Orange will solely be responsible for managing the collection of the amount of the goods or services from the Customer through the Orange Services bill or through the balance of their Prepaid Card. Orange will not, in any event, be liable for the goods or services thus acquired, and if the Customer had any incident or claim to make regarding the same, they must directly contact the suppliers of said goods or services.

Likewise, the Customer may contract the VASs offered by Orange at any given time. Orange may also automatically activate VASs that do not involve a cost for the Customer, subject to notification of the same, and the Customer may deactivate them at any given time.

## 2.6. Number Portability and other Regulated Processes

In all regulated processes, a Request by the Customer will mean authorisation for Orange, as the beneficiary Operator, to conduct, on the Customer's behalf, all arrangements and notifications with respect to all other operators and/or third parties that may be necessary during the enabling of the Services and during the time when the Customer may be subscribed to Orange to provide the corresponding Service.

### 2.6.1. Portability

The Customer has the right to keep their current fixed and/or mobile telephone number when requesting a change of operator (Portability). When requesting Portability, the Customer requests that they be subscribed in the Service with Orange and notifies their simultaneous desire to be unsubscribed from the operator that currently provides the Customer's service, while keeping their telephone number. If the Customer and the holder of the telephone line are not the same at the donor operator, then once the number has been ported to Orange, as requested by the holder of the telephone line of the donor operator, by signing the Portability Request from Orange, said holder accepts that, once the number has been ported to Orange, the new holder of the line will be the Customer. Orange will inform the Customer of the planned date and time for carrying out the Portability, as well as the deadline for the cancellation thereof (as soon as it knows that deadline due to having been validated by the donor operator). The Portability process will take place within the period of 1 business day as from the date agreed with the end user, as long as, in the case of fixed Portability, it is not associated with a wholesale broadband process, for which the operator change will take place in the early morning of the next business day, and as long as their Request has not been refused by the current operator due to any of the causes admitted in the technical specifications of Portability in force. Orange will inform the subscriber when their Request has been refused, therefore indicating the cause of refusal, for a review of the data. Once Portability has taken place, the subscriber will be able to exchange traffic with Orange using the same telephone number (in the case of the Mobile Service) once they insert the SIM provided by Orange in their device.

The Customer has the right to request to cancel their Request for Portability, at no cost and with no penalty, using the same means enabled for contracting the Service at Orange, including points of sale, Customer Service and the web page, [www.orange.es](http://www.orange.es), during business hours. However, the regulated maximum time for the operators to cancel the portability is until to 2:00 p.m. on the business day prior to the business day when Portability will take place in the case of the Mobile Service, and until 7:00 p.m. on the day prior to carrying out Portability in the case of a fixed number. Cancellation cannot be implemented if it is requested after those times, in which case Orange will inform the Customer.

In a Customer's cancellation Request, they must provide Orange with the following data: name and surnames or company name, power-of-attorney data and instruments (in the case of corporate Customers), NIF (Tax ID Number), address, line(s) for which the cancellation of Portability is requested and a contact mobile phone number. In cases in which any data may be missing or may be incorrect or the holder of the line

does not correspond to the holder who is requesting cancellation or if were not possible to verify the identity of the requesting party, then it will not be possible to process the request until the detected errors are corrected.

If a cancellation Request is correct, then it will be processed by Orange, which will indicate the unequivocal identifying reference number (thereby recording the time and date of the Request), and if the Customer wishes, they will be provided with the information printed on a receipt, or in an SMS or in an email or any other of the means described in section 18 of the GCs.

Cancellation will take place on the same day when the requested information has been provided unless, due to technical reasons or because processing of the Request took place outside of business hours, it must take place on the following business day.

If the Customer could not cancel their Portability despite having requested it within the regulated period, then they may seek reverse Portability from their previous Operator, for which the receiving operator may not claim any penalty.

In the event that the Customer has any claim in relation to the application of the policy described above, they can process it as indicated in Clause 18 of this Contract.

### 2.6.2. Other regulated processes of the Fixed Voice Service

The consent for contracting the provision of the Voice Service through Indirect ADSL will be governed by the regulation in force regarding Pre-selection. If said Pre-selection were denied by the access operator, then Orange may not provide the telephone Service through Indirect ADSL. In the event that the Customer has any claim in relation to the application of the policy described above, they can process it as indicated in Clause 18 of this Contract.

## 3. INSTALLATION AND MAINTENANCE OF THE SERVICES

The Customer will allow authorised Orange personnel into their home to perform installation or maintenance of the Service.

Orange will perform maintenance of the Fixed Services and will repair breakdowns up to the network termination point, and, within the period of 48 hours as from Customer notification to Customer Service, it will proceed to manage the incidents that could occur. In Services that do not include a line, maintenance of the same will be performed by the Customer's access

operator. Continuity of the Service could be altered by maintenance tasks on the network and the infrastructure that supports it, which will be communicated to the Customer.

If an incident occurs in the contracted Services, the Customer will be able to report it to Orange by calling the Customer Service numbers indicated in Clause 18. Orange will diagnose the incident and will proceed to resolve it, therefore providing (as required) technical assistance at the domicile where the Service is provided or at the Orange point of sale or by providing remote maintenance. If it is shown that the breakdown is due to causes attributable to the Customer, then Orange may charge the Customer for the costs incurred due to such actions.

## 4. DEVICES

### 4.1. Devices for Fixed and Mobile Services

Orange will offer adequate equipment to the Customer for accessing the Services or for other purposes ("Devices") under the scheme that is specified in the corresponding commercial offer, which could include:

- a) Assignment: Orange will assign, at no monthly cost, the use and enjoyment of a Device to the Customer for the agreed period. In any event, Orange reserves the right to begin to charge any monthly rental to Customers for the Devices that are initially be assigned, or else sell them to the Customer, therefore notifying the Customer one month in advance.
- b) Rental for a monthly fee.
- c) Cash sale or by instalments.

If the Customer opted to purchase through instalment payments, then the Customer is bound to make payments according to the agreed periods and amounts, and the Customer may not dispose of the Device in any way until having paid Orange for the full amount of the same.

In the event of purchase through instalment payments, the Customer has a period of 14 days as from delivery of the Device to withdraw.

In the event that the Customer acquired a Device on instalment payments at a physical point of sale, then that point of sale will issue the corresponding invoice for the total amount of the Device, and it may assign to Orange the totality of the credit derived from the deferred payment of the acquisition price of the Device, in addition to all inherent or accessory rights that may be derived from the same. In this event, Orange will



charge the Customer for that credit, therefore including the amount thereof in the Orange Services bill.

Likewise, Orange may assign, to a third party, all or part of the credit derived from the deferred payment of the acquisition price of a Device, in addition to all inherent or accessory rights that may be derived from the same.

If, for any reason, the Customer failed to make 2 monthly instalments of the deferred price or cancelled the associated Services, or if said Services were suspended due to the failure to pay or for any other reasons recorded in the Contract, then Orange will apply a single charge for the totality of the deferred instalments pending payment. Likewise, in the event of the failure to pay the first 2 monthly instalments of the Device or, if applicable, in the event of non-payment of the first instalment and suspension of the associated communications Service, insofar as the Customer does not pay the full price of the Device after having been required to make payment, then Orange reserves the right to completely block the Device such that it cannot be used on the Orange network or the network of third parties.

In the events of assignment or rental, the Customer is bound to make diligent use of the Device, therefore giving it the use for which it was assigned and not being permitted to sub-lease all or part of it, or alter it, manipulate it, cause damage to the same or dispose of it, consequently assuming all damages that, if applicable, could occur due to a breach of the provisions herein set forth.

#### 4.2. Return and warranties of Devices

In the event that the Customer has any device on assignment or under rental and the Service Contract associated with the same ends, or the Customer requests a change in the Service that requires another Device, or if Orange thus requested it for technical or Service reasons, then the Customer must return those devices, including all the accessories thereof, according to the procedure established by Orange, which will have free channels enabled to return them, in addition to other, paid channels, whose conditions can be consulted on the web page and through Customer Service. Said Devices must be returned in good operating condition and with no damage other than which is caused by normal use of the same. In the event that Orange did not receive said Device within the established period or, in default thereof, within the period of 15 business days as from termination of the Contract, then Orange reserves the right to bill the Customer for the amount corresponding to the value of the same. If a Device under assignment or rental sustained damage or continuously malfunctioned for reasons not attributable to the Customer, then Orange will assess whether to repair the Device or replace it

with another one with equivalent features.

New Devices sold by Orange will have a 3-year legal warranty due to lack of conformity as from the delivery thereof to the Customer, and in the case of used Devices or refurbished Devices, the warranty will be for one year as from delivery, and Orange will proceed to repair or replace the Device, as applicable. So that the Customer can exercise the warranty, Orange may request a purchase receipt, such as an invoice or a delivery note of the Device. The Customer must inform Orange of any lacks of conformity displayed by Devices through the after-sales services identified by Orange, which are recorded on the web page at [www.orange.es](http://www.orange.es).

The warranty will not be applicable when the Device has been manipulated by a person unrelated to the technical service authorised by Orange or when a lack of conformity is a consequence of undue manipulation of the Device, nor will it be applicable due to deterioration due to normal or abnormal use of the Device.

## 5. PRICE, FORM OF PAYMENT AND GUARANTEES

### 5.1. Price

The Customer will pay the contracted price, including the subscription fee for use of the line, the monthly fees or subscriptions, the price of the Devices, telephone consumption, payments to third parties and any other amount agreed to by the Customer and in accordance with the Tariffs in force at any given time. Likewise, Orange may bill the following amounts, among others, according to the contracted Services:

**Installation fee of the Fixed Services.** If applicable, it will be paid by the Customer in the first bill, after having generated the charge. If the Customer has requested to commence the Service provision during the withdrawal period, the Customer must bear the costs derived from the installation of the Fixed Service that they have been informed about, as well as, if applicable, the part corresponding to the Services provided. It will not be charged if Orange could not provide the Services for reasons not attributable to the Customer.

**Subscription fee in the Service and/or Tariff.** If applicable, it will be paid by the Customer in the first bill, after having generated the charge.

**Cost of delivery.** Orange will, if applicable, bill the delivery costs of the contracted products, after having previously informed said delivery costs at the time of contracting.

**Roaming.** In the Mobile Service, the Customer must pay the price applicable to the consumption used abroad (Roaming) that is not included within



the contracted national Tariffs. The price thereof can be consulted through Customer Service and at the Orange web page. Barring instructions to the contrary from the Customer, the Roaming Service will be activated by default. The Customer may request deactivation at any time.

In cases in which a Customer under Roaming in a country of the European Economic Area -EEA (European Union, Iceland, Liechtenstein and Norway) benefits from the uses included in their Offer (calls/SMS/MMS, mobile data) under the same conditions as their national Tariff, the following will be considered abusive use:

- a) The non-existence of a residence or a stable link of the Customer in Spain (Orange may request justifying documentation).
- b) The existence of long periods of inactivity by a certain SIM linked to a main or exclusive use under Roaming.
- c) The activation and sequential use, under Roaming, of multiple SIMs by the same Customer.
- d) Whenever it may be observed that, within a minimum period of 4 months, the consumption and stay by a Customer/lines in other countries prevails over the consumption and stay in Spain.

If abusive use is detected, Orange will inform the Customer, via SMS or, if applicable, through other means of contact established in these GCs or the Customer Contract, that the Customer will have 14 calendar days to change their patterns of use. If the Customer does not do so, Orange will apply, with respect to the consumption of services under Roaming in the EEA and regarding which abusive use has been detected, the price detailed in the Roaming section of the web page, [www.orange.es](http://www.orange.es), or in the conditions of their Tariff. This latter price will be equivalent, at most, to the price applied according to the contracted national Tariff plus a surcharge equal to the maximum wholesale price for the Roaming Services approved by European legislation. Said extra charge will cease to be applied when Orange verifies that the abusive use by the Customer has effectively ceased. All the aforementioned is without prejudice to all other rights to which Orange may be entitled in cases of fraud.

In the event that the Customer had any claim related to application of the aforementioned policy, they may process the same according to the provisions set forth in Clause 18, therefore providing the proof that the Customer deems appropriate and that demonstrates

non-abusive use of the Roaming Service. This is without prejudice to any other channel for claims deemed appropriate by the Customer in accordance with legislation in force.

Unless Orange sets forth otherwise, the payment of premium-rate services, payments to third parties, monthly fees and consumption internationally or under Roaming outside of the European Economic Area and in the cases of Roaming within the European Economic Area in which it is indicated as so by Orange, may not be made against promotional balances or those set up in advance by Orange for the Customer or at no cost for the Customer, rather it will require the prior top-up of the balance in the case of the Prepaid Mobile Service and always the corresponding payment for said consumption, regardless of the Service used by the Customer. Likewise, enjoyment of the premium-rate services, special numbers and payments to third parties may not benefit from a discount or any promotion.

In addition, if a Customer had any right to discounts, Tariffs with time slots without cost or at a reduced price, flat Tariffs or those with a maximum consumption limit due to time or traffic volume, then they will be incompatible with any system that may involve the concentration, transformation or conversion of calls or traffic. In the event that the requisites herein set forth are not complied with, then Orange may interrupt the Service and/or bill the traffic that effectively takes place according to the basic Tariffs in force, without applying the limits or discounts that would correspond if such practices had not taken place and/or if the Service had not been interrupted. This is without prejudice to the actions that Orange could exercise in the defence of its interests.

## 5.2. Billing and form of payment

Orange will bill the Customer for all amounts payable, which will be shown itemised for each one of the contracted Services, including all the discounts and promotions offered to the Customer at any given time. Moreover, the Customer may ask to receive a non-itemised bill and to receive separate bills for premium-rate services. Free calls for the Customer will not be itemised.

Likewise, for premium-rate services, Orange will itemise the part corresponding to the telephone Service and the part corresponding to the premium-rate service, whose responsibility is that of the providers of those services, the identity of which will be indicated. If their identity is unknown, then Orange will report who is the premium-rate network operator, whom the Customer may contact in order to be provided with the identity of the provider.

The invoice measurement, charging and management systems of Orange are audited in accordance with the



quality assurance standards of the ISO 9000 family. In the event of disagreement with the consumption made by the Customer, it will be presumed that the records of Orange's systems are correct, unless the Customer provides proof to the contrary.

The Customer will receive the bill in paper or electronic format, according to the choice they may have made in this regard. The Customer may, at any time, change the selected option in order to change the mode of receiving the bill. Bills will also be available in the Orange Customer Area and through the My Orange App.

If the Customer received a detailed bill (in accordance with regulations in force), then Orange may charge the Customer - for said more detailed itemisation - the amount that is defined by Orange, if applicable, which will be reported to the Customer and which is recorded on the web page of Orange. Orange may not charge any amount in the event that the itemisation is requested as a consequence of a claim.

In the Prepaid Mobile Service, the Customer may find out the charges incurred during the 30 days preceding the request date thereof by accessing the Customer Area or by calling Orange Customer Service and through the My Orange App.

The Customer may choose the means of payment from among those commonly used in commercial traffic. In the case of the Prepaid Service, payment will be made against the balance accumulated by the Customer on their SIM. In the event of payment through direct debit mandate, the payer (as the debtor) will issue the SEPA direct debit mandate Order, thereby authorising Orange (as the creditor) to send instructions to the Customer's bank in order to charge their account for the Orange bills and to the bank to make the debits in their account according to Orange's instructions. The payer, as a part of the rights thereof, is entitled to reimbursement by their bank under the terms and conditions agreed with the same. The request for reimbursement must be made within 8 weeks following the account debit date. Customers can obtain additional information about their rights from their financial institution.

The billing cycle will be monthly, and unless otherwise indicated, it will refer to the Service enjoyed during the preceding period. However, Orange may immediately bill and forward the corresponding amount or pending balance for collection whenever: (i) the Service might be suspended; (ii) the Contract is terminated; (iii) the Customer breaches the Contract; or (iv) if the amounts to be paid or the consumption exceed, if applicable, the delivered advance payments or guarantee deposits.

The Customer must pay the bills when they are due. In the event that the Customer defaults on their bill, Orange

will notify the Customer of the unpaid amount through a personalised communication proportional to the amount of unpaid debt and taking into account the circumstances of each Customer, while respecting in any case, their privacy and applying prudent risk management criteria. The communication to the Customer may be made either by letter, telephone call or by any other telematic means, such as sending an SMS, an e-mail, messaging applications and/or through the Customer's private area, on the web or application with the corresponding notice.

Orange may, once the case has been analysed, pass on to the Customer the expenses actually incurred due to this non-payment. These costs include those borne by Orange in relation to the steps taken to recover the amount of unpaid bills (including expenses derived from the necessary communications to the Customer such as sending letters, SMS, calls, and other actions aimed at collecting the bill), as well as the costs of the material and human resources that entail fixed expenses such as personnel expenses, platforms, structure, computer developments, as well as their own. The Customer is informed that the passing-on of these costs associated with the prudent management of the recovery constitutes a more beneficial measure for them, compared to other possibly more onerous recovery methods.

In this regard, Orange may pass on to the Customer up to twenty-eight euros (€28) as collection expenses for each unpaid bill, without prejudice to other actions that may be carried out, including, among others, the execution of deposits, sureties or other existing guarantees or the inclusion of the Customer's data in asset and credit solvency files, when appropriate. No recovery costs will be passed on to the Customer in an unpaid bill in the following cases: if it is their first bill in the company, if it is their last bill in the company, if it is the first non-payment in the last 24 months. Lastly, in the event that the average amount of the last 3 invoices is less than ten euros (€10), the charge for an unpaid bill will be twelve euros (€12).

When Orange is aware that a Customer has paid the debt, it will restore the Service within 1 business day of receiving such proof. The Customer will pay Orange the costs associated with restoring the Service, which amount to a maximum of twenty-four euros and nineteen cents (24.19) including VAT. Orange will inform the Customer on all issued bills of the applicable charges in the event of non-payment and will also include all the detailed information on the website [www.orange.es](http://www.orange.es).

Orange may immediately collect the unpaid amount and the derived expenses, either charged to the deposits and other guarantees provided by the same, and it may also offset non-payments with other amounts owed by Orange to the Customer. Likewise, Orange may totally or partially assign the collection of unpaid bills to collection entities and/or totally or partially assign the credit to

third parties. In the event of non-payment, Orange may also proceed to notify the data associated with the debt to common credit information systems, specifically to the Credit and Financial Solvency Bureaus, Asnef and Badexcug, as well as any other of which the Customer is previously informed.

### 5.3. Guarantees

#### 5.3.1. Advance payments

Orange may request that the Customer deliver amounts under the concept of advance payments of billing, in the amount that, depending on the contracted Services and/or the estimated or enjoyed consumption volume, may be established by Orange and accepted by the Customer. Upon delivery of the advance, Orange will issue a receipt, and such concept will be detailed in the billing. Upon termination of the Contract, and after Orange has verified that the Customer has paid all owed amounts, the remainder of the advance will be refunded. Such advances will not accrue interest.

#### 5.3.2. Guarantee Deposits

A guarantee deposit will be established in cash or by means of bank guarantee payable on first demand, while expressly waiving the benefits of order, division and excussion, which fact will be indicated. The failure to not establish the deposit within the period indicated by Orange or, in default thereof, within the period of 15 calendar days, will authorise Orange to suspend the Service, cancel the Service or reject the subscription request.

If, at the time of requesting any withdrawal, the cancellation of the service, a change of holder or an assignment of the Contract, the Customer had any debt associated with the Service, then Orange may enforce the guarantee for the total owed amount, with the remainder subsequently remaining at the Customer's disposal.

- a) In the Fixed Services:** Orange may demand that the Customer establish a guarantee deposit, either at the time when the Services are contracted or subsequently, in the following events: (i) if the Customer is or had been previously subscribed to the Service and had left one or several bills unpaid, to the extent that the default persists; (ii) if the holder had contracted debts for another subscription contract, whether or not it is in force at that time, or the Customer were repeatedly late in the payment of bills; and (iii) in those events for which it is authorised by the State Secretary of Telecommunications.

The amount of the deposit will be determined

by totalling the amount of the last 3 bills. In the event that there were fewer than 3 bills generated, the amount will be that which results from multiplying the amount of the last bill by 3.

Orange will refund the deposit when (i) in the event of the preceding paragraph, it has record of full payment of the debt; and (ii), if applicable, when it has been demonstrated that in one year there were no delays in the payment of bills.

- b) In the Mobile Services:** Orange may request, both at the time of contracting and subsequently, the establishment of a guarantee deposit according to the contracted Services and/or the estimated volume of consumption or enjoyment.

### 6. COMMITMENT PERIODS

Certain Services or Tariffs of Orange could involve a commitment period associated with discounts and/or advantageous conditions. Said commitment will have the duration and the charge due to a breach of the commitment that are defined in each offer. If the Customer breaches that commitment, they must pay the corresponding charge due to a breach, which will be proportional to the time that remains until completion of the same. Said charges will be facilitated for the Customer at the time when the offer is accepted, and they can be accepted at [www.orange.es](http://www.orange.es).

### 7. RIGHT TO DISCONNECT FROM CERTAIN SERVICES

The Customer may request connection to or disconnection from premium-rate services and/or international calls. Orange will proceed with disconnection within the maximum period of 10 business days. It will pay for the costs derived from the service if disconnection does not take place within said period for causes that are not attributable to the Customer. The Customer may send such a request by calling 1470 for residential Customers or by calling 1471 for business Customers, or by using My Orange App and also, for Customers of the Mobile Service, through the Customer Area ([www.orange.es](http://www.orange.es)).

### 8. SERVICE QUALITY

Orange will provide the Service according to the quality levels established in these GCs. In the event of telephone Service interruption due to force majeure, Orange will compensate the Customer by automatically refunding the amounts corresponding to the monthly fee and other amounts, independent from the telephone traffic, prorated by the time that the interruption had lasted.

If, during the billing period, the Customer suffered temporary telephone service interruptions for causes attributable to Orange, then the latter will, after making the appropriate checks, automatically compensate the customer, as long as the compensatable amount is greater than one euro, by an amount that will be at least equal to the greater of the following two:

- a) The average of the amount billed for the interrupted Service during the 3 months preceding the interruption, prorated by the interruption time. In the event that the Customer had been subscribed in the Service for less than 3 months, then the amount of the average bill in complete monthly amounts will be considered or the amount that would have been obtained in a monthly amount estimated in proportion to the effective consumption period.
- b) 5 times the monthly subscription fee prorated by the duration time thereof.

In the event of temporary interruption of the Internet Access Service / Data Services, the Customer will, after having made the appropriate checks, be entitled to compensation that will be determined by prorating the monthly fee of the Service by the time that the line had been interrupted. In the case of temporary interruption during a billing period of greater than 6 hours during the period from 8:00 a.m. to 10:00 p.m., the compensation will be automatic.

Moreover, Orange will offer an additional Quality commitment to Customers in their Services, consisting in the following:

- **For Fixed Services**, the maximum interruption time of these Services in a monthly billing period will be 48 calendar hours.
- **For Mobil Services**, the maximum accumulated interruption time in a monthly billing period will be 8 calendar hours.

In cases in which Orange, after having analysed an incident, concludes that the maximum Service interruption time has exceeded said hours, it will compensate the Customer who requests it within a maximum period of 3 days as from the beginning of interruption of the Service, therefore compensating the Customer as follows:

- **For Fixed Services:** A discount equivalent to the proportional part of the monthly fee corresponding to the Fixed Service during the days when the Customer is without Service, as from 48 hours without Service.
- **For Mobile Services:** A discount equivalent

to 10% of the amount of the monthly fee corresponding to the Mobile Service in the next 3 invoices. In the Prepaid Service, Orange will credit to the Customer an amount that is equivalent to that which results from applying 10% of the amount of the 3 following balance top-ups.

Said compensation will be made effective in the bill corresponding to the billing period in which the compensation is communicated and validated or, in the case of the Prepaid Service, by increasing the accumulated balance on their SIM.

In the case of incidents related to security, integrity, threats or network vulnerability, Orange will take the appropriate measures according to the event that occurs in order to solve such incidents as soon as possible and to re-establish security. Orange has a Business Continuity Plan (BCM), as well as plans for managing security incidents. In the cases that are legally provided for, said incidents will also be communicated to the pertinent agencies.

In the events of Service interruptions for causes not attributable to Orange, and attributable to the Customer, the latter will be relieved from any liability of any kind that could be derived as a result. No compensation for a Service interruption will be applicable due to a breach of Contract by the Customer.

For the purpose of calculating the compensation due to a Service interruption, all services for coverage of international calls and access to data (Roaming) provided abroad by operators other than Orange are completely excluded.

Orange will provide the Service exclusively in the coverage zones of the national territory where it may be implemented at any given time, depending on the available technology and according to the information on network coverage that is provided to the Customer prior to contracting. In any event, Orange will not be liable for interruptions to or malfunctioning of the Service due to orographic and/or atmospheric conditions that prevent the provision thereof or make it impossible.

In certain Services offered by Orange, there could be restrictions that limit access to the same (including the capacity or speed of the Internet Access Service) or the use or applications thereof, about which information will be provided at the time of contracting, under the conditions of said products or Services.

The quality of the Service, including the Internet access speed, could be affected by execution of the procedures that Orange has available for measuring and managing traffic in order to prevent the network from becoming used up or saturated.



Regarding the various offers of speed for the Internet Access Service made available to Customers by Orange, information is attached in Annex 1 related to the minimum speed that is normally available and the maximum and announced downloading and uploading speeds in the case of the fixed network, and the maximum and announced downloading and uploading speeds in the case of the mobile network, as well as information about the relevant factors that could limit the effective speed of the Internet Access Service. The information included in said Annex corresponds to that which is in force on the publication date of these Conditions, and said information is periodically updated by Orange. Customer have that updated information available at all times through the URL, <http://legal.orange.es/otros-productos-y-servicios/>

In any event, Orange will make every effort so that the Customer has the maximum speed technically possible through the corresponding Internet Access Service.

In the event that a Customer would like to make any claim regarding the Internet Access Service, they can forward the claim to Orange in accordance with the instructions in Clause 18, without prejudice to any other channel for claims deemed appropriate by the Customer in accordance with legislation in force.

## 9. USE OF THE SERVICES

The Customer must make proper and responsible use of the Service contracted in accordance with these GCs and will only use officially approved devices for such purpose, while keeping those devices correctly configured and maintained. The Customer will not manipulate or alter any elements, equipment or installations that allow the Customer to access and use the Service in a capacity other than that of the final recipient. These GCs do not cover the use of SIM Cards outside of mobile devices, barring express authorisation from Orange.

The service provided by Orange is personal, wherefore it may not be the object of resale, assignment or use of any kind by third parties without the express consent of Orange.

Orange will only and exclusively be liable for the Service that it renders or provides by itself and will not be directly, indirectly or vicariously liable:

- Due to causes of force majeure.
- Due to a lack of suitability of the configuration of the Customer's equipment or installations to allow correct operation or use of the Service, unless they were supplied by Orange and have not been manipulated by the Customer or third parties.

- Due to products or services provided or offered by the Customer or by third persons or entities.
- Due to content, information or opinions of any kind that originate from the Customer or from third persons or entities.
- Due to content that has not been directly produced or provided by Orange, including the content that could have been accessed through VASs.
- Due to accessing, installing, using or executing, whether voluntarily or involuntarily, computer programs that may cause a change in the predetermined settings of access to the network access or of access devices.
- Due to the management of breakdowns, suspensions or interruptions of the Service that originate from or occur on the network of the access operator.
- Due to anything related to the operation of the installations and devices of the Customer's own home, unless they were supplied by Orange.

In any event, Orange will not be liable for indirect damages and, especially, for losses corresponding to business volume, lost profit, commercial damages and/or non-pecuniary losses.

The Customer will not use the Services for illegal or abusive purposes, including but not limited to the following:

- Any violation of the rights of third parties, including, among others, intellectual and/or industrial property rights, the right to the protection of private and family life and/or the right to one's own image.
- Actions (including the introduction of viruses or similar items) that might cause or could cause damage, alterations and/or unauthorised downloads of content, damage to the Services provided by Orange or third parties or damage to computer equipment and/or programs, including the files and documents they contain.
- Altering or intervening in, through fraudulent means, any web pages, emails or systems of other users or third parties without the authorisation of the same.
- Forwarding messages using a false identity and/or in any way camouflaging the origin of a message.
- Sending electronic communications that are not expressly requested by the recipients thereof or that are not previously and expressly authorised by the same.
- Sending mass and/or repetitive electronic communications (spam).
- Publishing, disclosing, sending, announcing or distributing, whether directly or through links, any material, subject or information with content that is illegal, obscene, pornographic, violent, abusive,



defamatory, xenophobic, degrading, deceitful, against the law, against morals or against public order, in addition to any that may incite or defend practices that are hazardous, violent, risky or harmful to health.

The Customer undertakes to use the Services and the content to which they could have access through the Services exclusively for personal use and to not make, whether directly or indirectly, any commercial use of the Services to which they might have access or of the results obtained thanks to use of the Service, barring express and written authorization from Orange.

Moreover, the Customer will abstain from carrying out the following practices: payments made using the credit cards of third parties without their consent; using the bank data or identity of third parties to contract or make payment of Services; pirating or the unauthorised manipulation of telephone exchanges or Devices; downloads of accumulated balances through calls to international, premium or Internet numbers; calls between routers or modems for the transmission of data or the conversion of traffic, including the redirecting of traffic to destinations other than the called number; mass downloads of telephone or data traffic or the fraudulent or mass use of Premium Services, including downloads to premium numbers via SMS or the connection of systems or equipment to communications equipment that are comprised in or facilitate access to third-party Services.

A violation of the obligations set forth in this clause or carrying out any conduct that might respond to a pattern of fraud, whether or not there is an objective risk or a reasonable presumption of the commission of fraud or due to sufficiently accredited reasons of anomalous, illegal and/or disproportionate use of the Service, will authorise Orange to adopt the following measures, which will not therefore give rise to any kind of compensation for the Customer and without prejudice to Orange's right to take any other actions to which it may be entitled in defence of its interests: (i) immediately suspending or interrupting provision of the Service; (ii) withdrawing or blocking the content or Services that could be illegal or contrary to the provisions herein set forth; and/or (iii) tariffing the traffic according to the basic Tariffs in force, without applying any discount or advantage.

## 10. ASSIGNMENT TO THIRD PARTIES

The Services provided by Orange are personal, wherefore they may not be the object of assignment by the Customer without the express consent of Orange. Orange is authorised, subject to notifying the Customer, to assign all or part of provision of the Service to any of the companies of the Group to which it belongs, as

well as to those companies that, as a consequence of the restructuring of Orange, might begin to provide the Services, which will therefore be subrogated in the rights and obligations of Orange.

## 11. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The content that is accessible through the Services is subject to the intellectual and industrial property rights of Orange or of third parties. In no event will provision of the Services involve any kind of waiver or the complete or partial assignment of said rights. Access by the Customer to said content through the Services does not confer to the Customer any right of use, transformation, operation, reproduction, distribution, public communication or assessment over said content, without the prior and written authorisation given for such purpose by Orange and/or the third-party holder of the affected rights. Any act of piracy is expressly prohibited.

The Customer guarantees that, in relation to the content that the Customer might transmit through the Service, it will be the exclusive responsibility thereof to obtain all authorisations and licences that might be necessary for the legitimate integration of such content with respect to the property rights that third persons or companies could hold over such content. The Customer will be liable for any claim lodged against Orange derived from the content transmitted by the Customer, wherefore Orange will be exempt from all derived costs and indemnifications because of such a claim.

The Customer may not refer to themselves as an authorised representative of Orange or use the logos, trademarks, service trademarks or any other variant of the preceding or launch any public communication referring to Orange or to this Contract.

## 12. SECRECY OF COMMUNICATIONS

Orange will adopt the necessary measures that are required by legislation at any given time to guarantee the secrecy of communications in the transit thereof through the network of Orange, as well as to comply with the provisions set forth regarding the legal interception of communications.

The Customer expressly authorises the recording of conversations held by the same with Orange Customer Service in order to leave record of the same and to conduct quality control over the quality of the service.

## 13. DATA PROTECTION

Controller: Orange Espagne S.A.U. (hereinafter, "Orange"), holder of NIF (Tax ID Number) A-82009812,

and with its Registered Address at Parque Empresarial La Finca, Paseo del Club Deportivo 1, Edificio 8, 28223 Pozuelo de Alarcón (Madrid). Recorded in the Register of Companies of Madrid: Tomo 13,183, Folio 129, Page M-213468.

Data Protection Officer (DPO): The User can contact the DPO via letter addressed to the address of Orange or via email at orangeproteccion.datos@orange.com, thereby making reference to the “DPO Office”.

**13.1.** Orange hereby informs that the personal data of a **natural person Customer** will be processed in accordance with the provisions set forth in the Privacy Annex that has been made available to and accepted by the Customer.

**13.2.** The personal data of the representatives of a **legal person Customer** will be those that are strictly necessary, and they will be processed by Orange for the purpose of maintaining, complying with and controlling the agreed relationship for the provision of Services. The legitimate basis of the processing is compliance with the contractual relationship. Furthermore, the data shall be processed for sending through any own and third-party personalised means of communications. The legal grounds for this processing is the legitimate interest of Orange. They may at any time exercise their right to object to this type of processing. For cases in which processing with purposes in addition to those stated above is carried out, the prior consent of the affected party shall be necessary, with the legal grounds of said processing being in the consent. The Customer's data shall be retained during the entire time that the relationship exists, and even afterwards, until the eventual liabilities derived from the same have prescribed. The data of the signer of the Contract may be communicated to Public Administrations in the cases provided for by Law, to banks and financial institutions for charging the offered Services and to State Security Forces and the National Intelligence Centre, pursuant to the provisions set forth in Act 25/2007. The signer of the Contract may request access to their personal data, as well as request the rectification, erasure or Portability of the same, in addition to requesting the restriction of the processing of their data or objection to the same, by sending a letter (with the reference, “Data Protection”), including a photocopy attachment of their DNI (National Identity Document) or valid identity document, to Orange Espagne S.A.U “Ref. Data Protection”, at Parque Empresarial La Finca, Paseo del Club Deportivo 1, 28223 Pozuelo de Alarcón (Madrid), or via email at orangeproteccion.datos@orange.com. Furthermore, they may file a complaint relating to the protection of their personal data to the Spanish Data Protection Agency through its website (www.agpd.es).

**13.3.** In general, the provision of the Services of

users of **legal entity Customers** shall entail data processing by Orange as their Controller. In the event that provision of the Services contracted by a **legal person Customer** means that Orange must take actions that involve access by the same to data of which the Customer is the controller in accordance with applicable legislation on data protection, then Orange will do such processing on behalf of the Customer as the Data Processor, therefore assuming compliance with the following obligations:

**(i)** Orange will only process the personal data that are necessary to correctly provide the Services contracted by the Customer.

**(ii)** In this regard, provision of the Services could mean that Orange performs the following processing: collection, registration, consultation, storage, modification and erasure of personal data.

**(iii)** The personal data of the Customer will be processed by Orange only to provide the contracted Services. If Orange deemed it necessary to process the data for a different purpose, it must proceed to previously request written authorisation from the Customer.

**(iv)** The types of personal data of the Customer that Orange will process will be the following, without prejudice to the fact that they may be expanded or reduced:

- Identification data (name and surnames, NIF/DNI [Tax ID Number / National Identity Document], Social Security / Mutual Insurance number, address, telephone number, signature, image/voice, electronic signature).
- Metadata of electronic communications (call and SMS records - CDRs - MSISDN, MAC addresses, IP addresses, browsing data, localisation data).
- Economic and financial data (billing, bank data, credit card, insurance).
- Data of personal characteristics (civil status, date of birth, place of birth, age, sex, nationality).
- Employment details data (profession, job position).

**(v)** The categories of data subjects whose data may be processed by Orange are the following:

- Customers.
- Contact persons.
- Employees.

**(vi)** In particular, Orange undertakes to comply with the following obligations:

a. It will process personal data solely to provide the contracted Services, therefore following the instructions that, at any given time, are indicated

to the same by the Customer in writing (unless there is legislation that makes complementary processing mandatory, in which case Orange will inform the Customer of those legal requirements prior to processing, unless such Law prohibits it for major reasons of public interest).

- b. It will maintain the duty of secrecy with respect to the personal data to which it might have access, even after the contractual relationship has ended, as well as guarantee that the persons who report to the same have undertaken in writing to maintain the confidentiality of the processed personal data.
- c. It will guarantee application of the appropriate technical and organisational measures, thereby considering the state of the art, the application costs, and the nature, scope, context and purposes of the processing, as well as the variable risks of probability and severity related to the rights and freedoms natural persons, in order to guarantee a level of security suited to the risk, which includes the following, among others: (i) the pseudonymisation and ciphering of personal data; (ii) the permanent confidentiality, integrity, availability and resilience of the processing systems and services; (iii) the capacity to rapidly restore the availability of and access to personal data in the event of a physical or technical incident; (iv) a process of regular verification, evaluation and assessment of the efficacy of the technical and organisational measures to guarantee the security of the processing.
- d. It will keep, under the control and custody thereof, the personal data to which it might have access due to providing the Service and will maintain the duty to not disclose them, transfer them or in any other way communicate them to other persons unrelated to the same and to provision of the Service, not even for the storage thereof. Nevertheless, the Customer may authorise Orange, expressly and in writing, to use another Data Processor (hereinafter, the "Subcontractor"). Orange will likewise inform the Customer about any planned change in the incorporation or replacement of Subcontractors, thereby giving the Customer the opportunity to object to said changes. If use is made of the power recognised in the preceding paragraph, then Orange is bound to transfer and communicate to the Subcontractor the set of obligations that, for the Data Processor, are derived from this Clause and, in particular, the obligation to provide sufficient guarantees with respect to applying appropriate technical and organisational measures such that the processing is compliant with applicable regulations. In any event, access to data made by natural persons who provide their services to

Orange is authorised when they are acting within the organisational framework thereof pursuant to a commercial and non-labour relationship. Likewise, companies and professionals that Orange has contracted within its internal organisational scope to provide general or maintenance services (computer services, advising, auditing, etc.) are authorised to access the data, as long as said tasks have not been agreed upon by Orange for the purpose of subcontracting with a third party for all or part of the services that it provides to the Customer.

- e. It will delete or return to the Customer, at its choice, all the personal data to which it may have had access for providing the Service. Nevertheless, Orange may store the data, duly blocked, as long as there could be liabilities derived from its relationship with the Customer.
- f. It will provide support to the Customer for notifying the Spanish Data Protection Agency and, if applicable, the data subjects, of any security violations that might occur, as well as provide them with support, whenever necessary, on conducting privacy impact assessments and for the prior consultation of the Spanish Data Protection Agency, when applicable, as well as provide the Customer with assistance in order to comply with the obligation to respond to requests to exercise rights.
- g. It will keep a written record of all categories of processing activities performed.
- h. It will cooperate with the Spanish Data Protection Agency or any other Control Authority regarding the requests thereof in compliance with the conferred powers thereof.
- i. It will place at the Customer's disposal all the necessary information for demonstrating compliance with the obligations set forth in this Clause.

#### **14. RIGHT TO BE INCLUDED IN TELEPHONE GUIDES AND/OR CONSULTATION SERVICES**

The Customer has the right to be included in telephone guides and/or consultation services about subscriber numbers according to the data that they have provided to Orange, as long as the Customer has previously stated their desire to be included. The Customer also has the right to request, at no charge, both the exclusion and non-use of such data for direct sales purposes, or the complete or partial omission of their address or other personal data.

Orange places at the Customer's disposal the means to restrict the incoming caller ID and connected line facilities. Customers who do not wish their personal data to appear in Subscriber Guides, but who would like to contract these advanced telephony services,



must set up, on their device, the function to suppress the identification of the originating line, otherwise their telephone number may be displayed on other devices. More information about this point is available through Customer Service.

## 15. MODIFICATION OF THE SERVICE CONDITIONS

Whenever it may be required by law, the Contract may be amended. In this event, Orange will previously inform the Customer about such an amendment using the contact data provided by the Customer in accordance with Clause 18.

Moreover, these GCs, including the financial conditions, may be amended by Orange at any given time for legal, technical, financial, service or market reasons or due to the organisation or needs of the service. In this regard, Orange may increase the price of its Services as a consequence of the expenses generated by the improvement of coverage, maintenance of infrastructures and obsolescence of the network and equipment that may be directly associated with the Customer's Service, as well as to handle the following increases: consumption prices, services and supplies of suppliers associated with the Customer's Service, taxes and duties. Said amendments will be notified to affected Customers one month in advance of the entry into force thereof using the contact data provided by the Customer in accordance with Clause 18. The bill, email and/or SMS may be used by Orange as a means of communicating the change in conditions. If Customer does not agree to the changes, they may terminate the Contract without penalty for that reason, unless the proposed changes are for the benefit of the end user or are strictly administrative in nature and have no adverse effect on end users, or taxes are accrued legislatively. The Customer may exercise their right to terminate the Contract within a period of 1 month from the communication of the change in conditions by Orange.

The updated version of the GCs can be consulted at commercial offices and at [www.orange.es](http://www.orange.es). The declaration of any of these GCs as void, invalid or ineffective will not affect the validity or efficacy of all the other general conditions, which will remain binding between the parties.

The failure by Orange to exercise any action, right or provision set forth in these GCs will not constitute a waiver of the same, barring written and express recognition by Orange.

Regardless of the Service that the Customer had contracted, the Customer may change from one Service and/or Tariff to another one of Orange, always pursuant to the conditions set forth in the commercial offer and in

accordance, if applicable, with the commitment periods that were in force on that date, as well as, if applicable, subject to payment of the Tariff change fee in force at any given time. Orange will notify the Customer of the day as from when the Customer has the new Service active, as from which time the Tariff and conditions corresponding to the Service will be applicable to the Customer.

In the event of a change of address where the Fixed Service is installed, the Customer can choose between the following: (a) contracting another Fixed Service at their new address (as long as it is technically possible), therefore requesting, if applicable, cancellation of the Fixed Service at the address where it was initially contracted; or (b) terminating the Contract and, if applicable, paying the corresponding charge due to a breach of the commitment period. In the event that the Customer had not expressed their desire to cancel the Service at the original address, then the Fixed Service will remain active and will generate the corresponding charges according to the offer contracted by the Customer.

## 16. TEMPORARY SUSPENSION OF THE SERVICE AND DEFINITIVE INTERRUPTION

### 16.1. Temporary Suspension

Suspension due to non-payment will only affect the unpaid Services. In the event of non-payment of the Fixed Services, as soon as more than 30 days have elapsed as from delivery of the corresponding invoice to the Customer, Orange may, subject to previously notifying the Customer, temporarily suspend the unpaid Fixed Service. In the event of non-payment of the Mobile Services, Orange may, subject to previously notifying the Customer, suspend provision of the Service if the Customer did not make payment of the owed amounts. In both cases, Orange will re-establish the Service within the business day following the one when it has record of the fact that the owed amount has been satisfied. In no case will suspension of the Service affect incoming calls (except for collect calls or other calls with a cost) or calls to emergency services. Suspension does not relieve the Customer from payment of the fixed fees of the Service.

If the Customer disagrees with the billing of the premium-rate services, then Orange may suspend all the contracted services, unless the Customer only failed to pay the premium-rate services. In such event, the supplier of the premium-rate services may proceed to collect through ordinary channels, separately and independently from collection of the bill for the communications Services contracted with Orange.

### 16.2. Temporary suspension of the Services upon Customer request

The Customer has the right to request temporary suspension of the Services for a period that will be no less than one month and no greater than 90 days per calendar year (or other, longer period enabled by Orange), subject to request by calling Customer Service. Once suspension has occurred, at least half of the proportional amount corresponding to the suspension time will be deducted from the monthly fee, and if applicable, the duration of the Services will be extended for the same period that the suspension lasts.

### 16.3. Definitive interruption

Late payment of the Service for a period of longer than 3 months or temporary suspension of the Contract due to late payment on 2 occasions will entitle Orange, subject to notifying the Customer, to definitively interrupt the Service and to consequently terminate the Contract. Interruption will only affect the unpaid Services.

In the event that the Customer had lodged a claim with the corresponding administrative or court agencies, Orange will not suspend or interrupt the Service while a decision about the claim is being made, as long as the Customer certifiably consigns the owed amount, therefore delivering the corresponding receipt to Orange.

### 17. DURATION AND TERMINATION OF THE CONTRACT

This Contract will have a duration of 24 months (or another term expressly agreed between the Parties, which, in the case of individual Customers, may not exceed 24 months). After this initial period of duration and unless the Customer notifies their wish not to extend it, the Contract will be automatically extended for the same period of 24 months (or the term, if applicable, agreed between the Parties). The Customer may terminate the Contract at any time, totally or partially, by notifying Orange 1 month in advance, at no cost except for the receipt of the Service during the notice period and without prejudice to other commitments expressly contracted by the Customer. At the end of said extension, the Contract will be extended for the same periods as the extension or according to the term agreed between the Parties.

Additionally, the Contract will be terminated for the general causes of contract termination and the Customer may terminate the Contract in the following cases:

- If, for a cause attributable to Orange or for technical or operational reasons, the Service had not been provided within the agreed deadline. In this event, the Customer will not pay any expense or amount, including the charge due to a breach of the commitment period.

- If the Service had not been activated within the commitment period for causes attributable to the Customer. In this event, Orange may claim from the Customer all the incurred Service installation costs, as well as the charge due to a breach of the commitment period (this latter charge will not be collected in cases in which termination were covered by a right of withdrawal or a request for the cancellation of Portability). Such costs will be indicated in the commercial offers of the Services.

A cancellation request may be made using the Customer Service telephone numbers that are indicated in Clause 18, where the Customer will be given a reference number, or by sending a letter, including a photocopy of the Customer's Identity Document and indicating the telephone number(s) for which cancellation is being requested and including a reference number, the Customer's signature and the reason for the cancellation. Said document can be sent via email while including the Reference, CANCELLATIONS. For Residential customers, it must be sent to the address, particular.baja@orange.com, and for Business customers, to the address, empresa.baja@orange.com. Or the document can be sent to the following postal address: Orange Espagne S.A.U, Parque Empresarial La Finca, Paseo del Club Deportivo 1, Edificio 8, 28223 Pozuelo de Alarcón (Madrid).

Notwithstanding the foregoing, the Prepaid Mobile Service Contract will be valid for 6 months from the moment the first call or connection is made or from the last top-up made by the Customer, automatically extending its validity for identical periods of 6 months with each top-up that the Customer makes and all in accordance with the provisions of Clause 2.1.3 of these GCs.

In cases of distance sales or sales outside of the commercial establishment, the Customer may exercise their right to withdraw by requesting it through the communications channels established in Clause 18 of these GCs within the period of 14 calendar days (unless the applicable regulations stipulate a different term) as from delivery of the goods or as from entering into the contract in the event that it concerns the provision of services. You can find a withdrawal request form at [www.orange.es](http://www.orange.es). In the case of Devices, in addition to making the request for withdrawal, they must be returned within the indicated period of 14 days, in perfect condition. Otherwise, the Customer will be liable for the value thereof.

In the event of withdrawal, Orange will refund to the Customer the payments that might have been made, and it may withhold the refund until having received all goods in perfect condition. If the Customer agrees



that the Services should begin to be provided during the withdrawal period, then Orange may charge the Customer for the proportional part of the Service already provided up to the time when we are notified of the Customer's withdrawal.

In turn, Orange may terminate the Contract and interrupt the Service in the events provided for in these GCs, and especially due to the causes of late payment, a serious breach by the Customer of the obligations that are derived from these GCs or due to actions whose purpose is to disturb, bother or jeopardise the networks, Services or image of Orange or of third parties. Termination of the Contract will not relieve the Customer from complying with all the obligations that may be derived from use of the contracted Service up to the time when effective termination of the same takes place, including the return of equipment, the obligations to pay for the Service and/or outstanding installments of Devices acquired in Term Sales mode, to pay for the costs of providing or activating the Service and for charges due to a breach of the commitment period. Service cancellation requested by the Customer without having made a Portability Request will result in loss of the telephone number associated with the same.

## 18. COMMUNICATIONS AND CLAIMS

Orange will use, as the Customer contact data for making arrangements for the Service, those data that are provided by the Customer for such purpose, including the contact telephone number and/or email address, as well as the installation and/or billing address of the Service. If the Customer (i) did not provide said contact data; (ii) if the data provided were not valid; or (iii) if Orange did not have the data for any reason, then the Customer authorises use of the telephone number and/or email address, object of the contracted Service, as the contact data. Orange may use the various messaging applications in which the Customer may be active for sending communications related to the Services. The Customer may state to Orange, at any time, their desire that said applications not be used for communications.

The Customer may address a claim to Orange through Customer Service by calling 1470 for residential Customers and 1471 for business Customers, within the period of one month as from becoming aware of the fact that is the reason for their claim. Likewise, the Customer may contact Orange using the My Orange Customer Area, through the Orange Community at [www.orange.es](http://www.orange.es) or by writing to the email address at [clientes.particulares@orange.es](mailto:clientes.particulares@orange.es) (residential Customers) or at [clientes.empresas@orange.es](mailto:clientes.empresas@orange.es) (business Customers) and/or to the postal address at the registered corporate address of Orange (Parque Empresarial La Finca, Paseo del Club Deportivo 1, Edificio 8, 28223 Pozuelo

de Alarcón, Madrid).

Orange shall provide the Customer with a document that proves not only having submitted their incident or claim but also the content thereof, as well as a reference number. Once the Customer has submitted a claim, if it is not resolved within the period of one month or if it had been resolved but not satisfactorily, then the Customer may address their claim to the Regional Consumer Arbitration Boards to which Orange is adhered under official code number 270 of the National Consumers Institute.

If the claim exceeds the scope of submission to the consumer arbitration system or whenever the Customer is a natural person (including independent or self-employed workers and micro-enterprises) and deems it appropriate, they may contact the following: (a) the State Secretary of Telecommunications (Helpline: 911 11 44 00; website: [www.usuariosteleco.es](http://www.usuariosteleco.es)), within the period of 3 months as from Orange's response or as from the end of said period without an answer from Orange (the period for resolving and notifying the resolution is 6 months); or (b), if the Customer had contracted the Services through online platforms, the European Online Dispute Resolution Platform by accessing <https://ec.europa.eu/consumers/odr>; or (c) by accessing the out-of-court dispute resolution system of Confianza Online ([www.confianzaonline.es](http://www.confianzaonline.es)), in the case of disputes regarding online contracting and advertising, and the system of Autocontrol ([www.autocontrol.es/servicios/mediacion](http://www.autocontrol.es/servicios/mediacion)) in the case of disputes related to personal data protection.

## 19. APPLICABLE LEGAL SCHEME

The contractual relationship established between Orange and the Customer will in any event be governed by applicable common Spanish legislation at the time when the corresponding Service is provided.

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## ANNEX I. INFORMATION RELATED TO THE BROWSING SPEED OF INTERNET ACCESS SERVICES AT ORANGE

In accordance with the provisions set forth in Regulation (EU) No. 2015/2120 of the European Union of 25 November 2015, laying down measures concerning open internet access, this document includes information pertaining to broadband Internet access speeds for both the fixed network and the mobile network.

### 1. FIXED INTERNET ACCESS SERVICE

The relevant factors that can limit the effective Fixed Service Internet browsing speed and over which the operator has control are the following:

- Problems with, damage to or the quality of the subscriber loop.
- Temporary congestion on the network.
- Network Maintenance Operations.

The relevant limiting factors unrelated to the operator are the following:

- In the ADSL Service, the distance from the subscriber loop to the central exchange, the gauge, other technical parameters and the existence of external electromagnetic interference or electromagnetic interference between adjacent cables.
- The Internet traffic existing at any given time, the number of users connected and other technical factors such as the IP protocol efficiency, occupied servers, occupied ports, etc.
- The use of Wi-Fi technology, given that the coverage can vary depending on the construction of the building itself, adjacent buildings or interference between the transmitter and the receiver of the signal.
- The use of PLC Ethernet adapters to connect devices of the Customer and the router through the electric power network. Coverage will depend on the PLC model, the distance on the network between adapters, electrical noise or the interference introduced by other devices connected to the power network, the number of pieces of equipment or devices simultaneously connected to the outlet where the adapter is connected, etc.
- Hardware and software elements used by the Customer in their Internet connection, as well as the cabling in the Customer's home.
- Peer-to-peer programs being executed on the Customer's Device, and the use that the Customer is making of the device at that time or updates that are running, as well as the existence of any virus or malware on the same.

Reference speeds for Internet access are included according to the various Tariffs or products that include the Fixed Internet Access Service and that are marketed by Orange on the publication date of this document.

Mbps	Announced Speed		Speeds					
	Download	Upload	Download			Upload		
			MINIMUM	AVERAGE	MAXIMUM	MINIMUM	AVERAGE	MAXIMUM
FIBRE 10G/10G*	10.000	10.000	3.625,25	7.250,51	8.119,47	3.513,75	7.027,50	8.021,69
FIBRE 1G/1G	1.000	1.000	749,908	999,877	1.000	673,175	897,567	1.000
FIBRE 600/600	600	600	449,267	599,022	600	448,784	598,378	600
FIBRE 500/500	500	500	249,958	499,915	500,000	244,372	488,743	500,000
FIBRE 300/300	300	300	224,962	299,949	300	219,935	293,246	300
FIBRE 100/100	100	100	74,955	99,940	100	74,583	99,444	100
FIBRE 100/10	100	10	74,955	99,940	100	7,458	9,944	10
ADSL 20/1	20	1	7,509	15,017	15,805	0,527	0,703	0,72
ADSL 6/1	6	0,6	2,712	5,423	5,441	0,495	0,660	0,667
ADSL 3/0,5	3	0,3	1,498	2,995	3	0,374	0,498	0,5

The speeds included in the preceding table for 20/1 ADSL, 300/300 FIBRE, 1G FIBRE and 10G\* FIBRE have been calculated based on the speed data measured for the relevant services, according to the criteria set forth by the State Secretary of Telecommunications in compliance with Order IET1090/2014.

- The factor for calculating the “maximum speed” is determined by the level of compliance by the synchronisation speed with the 95th percentile of the fastest connections of the probe system for the relevant service.
- The factor for calculating the “normally available speed” is determined by the level of compliance by the corresponding synchronisation speed with the average of the connections of the probe system for the relevant service.
- The factor for calculating the “minimum speed” is determined according to the characteristics of each profile and technology.
- The speeds of the relevant services are measured by a system of probes whose number and location depend on the actual Customers of each Service.

For all other included speeds, theoretical calculations have been made, extrapolated based on the preceding measurements. The speed perceived by the end Customer is conditioned by the limiting factors indicated in the preceding paragraphs.

\* In the case of 10G Fibre, the remaining Gbps in the maximum speed are used until 10Gbps are reached, according to international protocols, in order to guarantee the Service.

## 2. MOBILE INTERNET ACCESS SERVICE

A table of speeds is included for the different Tariffs or products that include the Mobile Internet Access Service, and which are marketed by Orange on the publication date of this document:

	Upload Speed (Mbps)	Download Speed (Mbps)
5G	150	1.000
4G+	150	350
4G	75	150
3G+	5,7	42

The indicated browsing speed constitutes the stated speed, which coincides with the maximum speed of the Service in ideal propagation conditions, although it is subject to the following relevant factors that could affect the browsing speed:

- The coverage and capacity of the network available in the zone where the user is located and the time of use.
- The technology supported by the access device to the mobile network (2G/3G/4G/).
- The model of the Customer’s access device, the processor, the Wi-Fi capacities, software updates and viruses.
- Temporary congestion on the network.
- Network Maintenance Operations.