

LOVE's LEGAL CONDITIONS

1) What is Love? Discounts, billing and incompatibilities.

Love is a range of phone and internet plans for the home, the self-employed and business markets. All feature a post-payment Orange mobile service combined with mobile data, for the line in question or shared associated lines, provided they are compatible with data sharing. Along with this mobile service, users also get a landline service, consisting of landline internet plus Orange phone calls, including line maintenance, using the landline technology taken out. Other mandatory services or content, i.e. TV, may also be included. In this document, the generic name Love is used to refer to the range of plans marketed under the Love name.

Love users may customise their own plans, including additional lines, faster optic fibre speed and other compatible products along with the mandatory services. Further information on the Love range of plans is available at Orange shops, at <https://en.orange.es/> and from our After-Sales Service.

The final noticed price of each Love Plan, as customised by the customers, is the sum of the monthly fees for each one of the components that are comprised in said Plan, to which the corresponding discounts will be applied. The access in areas where coverage is indirect will be mandatory for private customers of any Orange landline plan located in those areas, and the corresponding supplement will be charged when the plan is taken out, unless it is under promotion.

*For self-employed customers or business taking out a plan or migrating to an ADSL plan compatible with fax, dataphones and alarms (only in the ADSL Pro+ Fax Direct calls mode or ADSL Pro+ Indirect Fax calls mode), the applicable increase will be charged when the plan is taken out, unless it is under promotion. These plans will not allow for simultaneous phone calls and will have a browsing speed of up to 20 Mb/1Mb in the ADSL Pro+ Direct Fax calls mode and up to 6 Mb/640 Kbps for ADSL Pro+ Indirect Fax calls mode; in both cases, the speed will depend on the technical conditions and limitations of the copper pair.

Love users who wish to change to a different Love Plan will have all their mobile and landline lines automatically changed, along with all other associated products corresponding to the new Love Plan. If the new plan includes other mandatory products and services (landline, mobile or otherwise), such as additional lines, audio-visual services, etc., these will also be incorporated.

Whenever possible, customers will receive a single and unified invoice; in exceptional cases, two invoices may be issued: one for mobile services and another for landline services.

When taking out a plan, the same subscriber must feature for all services included in the plan, and whoever signs this form must be the same person at all times (same Tax ID Number). Similarly, no customer may take out more than one plan under the same Tax ID Number. Love is incompatible with other discounts and promotions being used by or available to Orange customers, unless Orange expressly establishes otherwise.

2) Minimum Term Commitments (MTC).

If you contract any Love (without an associated device or with a device for a single payment and without a promotional price) or an additional data-only line with a Wi-Fi router because it involves a discount from which you are going to benefit, said Love convergence offer and/or additional data-only line is associated with a Minimum Term Commitment of 12 months, both for the mobile post payment service and for fixed Internet access in the case of the Love convergence offer.

If a customer contracts Love, but they were already an Orange customer and had a TC in force for fixed telephony or a TC for mobile telephony, said commitments will be replaced by the TCs that are applicable to the aforementioned Convergence Pack, and the new term commitment will begin to elapse according to the offer contracted for Internet access and for the mobile rate.

This will not be applicable in the mobile telephony part in the event that the customer has contracted a mobile rate with a TC that exceeds 12 months at that time and would like to contract a Convergence Pack (without acquiring a device) at a higher monthly fee than the customer's current mobile rate, in which case it will be maintained until having complied with the mobile TC that the customer had before changing to the Convergence Pack. It also will not be applicable in the case of changes from one convergence offer to another convergence offer within the same segment, whether residential or business (as long as they are not associated with the acquisition of a device), in which case the minimum term commitment that remains in order to comply with the original rate will be maintained.

If you subscribe to Love and also acquire a device, either by instalments or on special offer, whether it is associated with the main line or an additional mobile line, you commit to a minimum term of 24 months. This minimum term applies to landline internet and to the mobile rate associated with acquiring of the device. Early payment of the monthly instalments remaining up to full price of the device will not relieve the customer from complying with the acquired MTC.

Accordingly, minimum term commitments apply for each service included in the plan, running from the time the Love Plan components are activated.

In the event that a customer purchases a second device for payment in instalments or with a single payment at a promotional price before having complied with the TC for the acquisition of their previous mobile device, the TC that will be applicable will be the one associated with the second acquired mobile device.

In the event that a customer purchases a second device with a single payment (without a promotional price) before having complied with the TC previously acquired by the customer, the TC that the customer had in force at that time will be maintained.

Customers failing to meet the MTC, independently of whether they are subscribers to any of our Love plans, will be required to pay the remaining charges, pro-rated according to the time that remains until completing the acquired term commitment:

- a). Breach of the 12-month TC. The customer will pay a maximum of €80 to Orange.
- b). Breach of the 24-month TC. The customer will pay a maximum of €100 to Orange.

Orange will apply these charges whenever you fail to comply with the MTC acquired with your Love Plan with regard to mobile services, landline services or both. If the non-compliance affects only one commitment, the charge corresponding to said non-compliance will be applied at that moment. If another or others are subsequently breached, the charges for said additional non-compliances will also then be applied.

3) Broken Love Plans.

Love discounts will apply only once all components of the corresponding plan have been activated. In the event that any of the components of the corresponding Love Plan is not activated, the associated discounts and benefits will not apply. The following conditions will apply:

3.1. Love plans broken off due to activation problems. If it is not possible for Orange to activate any of the services included in the Love Plan, due to no fault of the customer, the following steps will be taken:

- a) In the case of new customers to landline or mobile services, if it is not possible to activate any of the services and unless the customer cancels all the services (in which case no penalty will apply), or unless the customer asks for a specific fee to be applied, Orange will apply the landline or mobile fee applicable at the time with the conditions most similar to those of the convergence offer. Customers will be notified in advance and will receive a text message when the change applies.
- b) In the case of customers who are already landline or mobile subscribers, if it is not possible to activate the other service included in the Love Plan they will continue with the landline or mobile service they had already taken out under the same conditions, unless the rate in question has been continued, in which case Orange will apply a new landline or mobile rate with the conditions most similar to those of the convergence offer.
- c) Nevertheless, if the customer acquires devices with specific discounts for taking out a Love Plan, which is then broken off, they will have a term of one month to either keep the device, in which case they may either pay the price that corresponds to the rate they have taken out, or return the device in good condition.

Customers using the services associated with their plan who then wish to cancel either the landline or mobile part of their plan will be required to pay the corresponding cancellation fees and will be reassigned to the landline only or mobile only service most similar to the one they would have had under the convergence offer.

3.2.- Love plans broken off when customers cancel or move any of the component services. Love subscribers who wish to cancel only part of the services included in their plan are subject to the corresponding MTC as set out in Section 2 above. Additionally:

- a) In the case of customers wishing to cancel the main line associated with their Love Plan, when they are subscribed to no other Love line (which could become their main Love line), Orange will reassign them with a landline only service with conditions and rates similar to those of the convergence offer.
- b) In the case of customers wishing to cancel the main line associated with their Love Plan, when they already have an additional Love line (which may become their main Love line), this will be considered the new main line, as per the criterion defined in Section 4.
- a) In the case of customers wishing to cancel their internet access but keep their mobile line, they will be subscribed to the mobile service, and Orange will reassign them with a mobile only service with conditions and rates similar to those of the convergence offer.
- d) In the case of Love plans involving inherent and mandatory products and services (which may or may not be landline or mobile services), such as additional lines, audio-visual services, etc., or services which require specific technology, customers understand and accept that if they cancel said services or change the technology, Orange will reassign them to another plan which does not include the products, services or technology cancelled by the customer, with similar conditions to those initially taken out. In this case, the discounts associated with the original Love plan will not apply.

In all the above cases, Orange will inform the customer via SMS, mail or any other means agreed between the parties, in which case the customer may request that other rates be applied or that the service be partially or fully cancelled, independently of the corresponding charges for failing to comply with the MTC.

4) Additional lines.

With Love, you can contract up to a maximum of 5 additional lines (1 main mobile line and 4 additional associated mobile lines), except for self-employed persons or businesses, which will have no limit for contracting additional mobile lines. Customers will also be able to contract up to a

maximum number of 5 fixed lines (1 main fixed line and 4 additional fixed lines). Additional lines, which will include fiber and voice at the official price determined at any given time (promoted if the main Love Plan is maintained), may be added to additional services such as Orange TV) depending on the commercial availability at that time and at the price in effect at the time of contracting.

(i) One additional line with its price and characteristics associated with Love will only be maintained if all the components included in the contracted Convergence Pack under the Love name are kept.

(ii) In the event of customers breaking off the Love Plan but retaining an additional mobile line compatible with becoming the main line for the plan (certain lines, i.e. data only lines, may not be compatible), said line will become the main line for the Love Plan, with the minutes and data corresponding to the main line for the original Love Plan.

(iii) In the event that only the fixed line associated with Love and one or more basic additional mobile or data-only lines remained, Orange will inform the Customer of the mobile rates most similar to the rate associated with Love that the Customer had contracted so that the Customer could decide on the desired rate. In the event that the Customer did not decide to change the contracted rates, they will keep the rates associated with Love without applying the corresponding discounts.

Orange will inform the Customer of all these aspects via SMS, mail or other means agreed between the parties.

In the event that the cancelled line or lines had minimum term commitments in force, the charges due to a breach of the corresponding minimum term commitments will be applied, as described in this document, and the aforementioned consequences will be applied for the cancellations in the services comprised in Love. In the event that Love is not maintained because any of the services of which it is composed is missing, then the rates indicated in preceding section 3 will be applicable.

PORTABILITY REQUEST PROCESS CONDITIONS

The submission of the portability request, signed by the Subscriber (prepayment or contract) to Orange Espagne, S.A.U. (hereinafter, Orange), shall lead to commencement of the operator changeover process. Presentation of the request may take place at any of the points of sale authorized by Orange or those designated thereby. Following signature and presentation of the portability request, the Subscriber accepts the following clauses:

- The Subscriber requests registration for the Service at Orange and simultaneously serves notice of his/her wish to cancel the arrangement with the operator currently providing the Service, maintaining the same mobile telephone number.
- The Subscriber accepts a possible interruption to the Service at any time during the period between 02:00 and 06:00 hours on the date when the operator changeover is applied, in order to allow the operators to perform the required procedures.
- From the point at which the Subscriber presents the signed portability request, the operator changeover must be processed within a period of 1 working day from presentation, with the changeover of operator being performed in the early hours of the following day, provided that the Subscriber has not voluntarily requested a subsequent date for portability to be applied, and provided that the request has not been refused by the current operator on the basis of application of any of the grounds permitted in the current portability specifications.
- Orange must inform the Subscriber if the request has been refused, indicating the reason for the refusal. For those requests which are accepted, the Subscriber may likewise free of charge request information from Orange regarding his/her request and the date when the actual operator changeover will take place. From this point onwards the Subscriber may make and receive calls with Orange at the same telephone number, following insertion of the SIM card provided by Orange in the mobile handset. In the event of any claims, the Subscriber should contact the specialist Client

Service department of the operator giving rise to the claim within one month of the point at which the Subscriber became aware of the corresponding circumstance.

- When a Subscriber presents a claim the operator is obliged to provide the reference number given to the user's claim. If the user has received no satisfactory response from the operator within a period of one month, he/she may address the claim via the following channels, in accordance with the individual regulations applicable to each body:

- Secretary of State for the Information Society and Digital Agenda (Sociedad de la Información y Agenda Digital, "SESIAD") - Consultation phone line: 901 336 699; website: www.usuarioteleco.es

- Juntas Arbitrales de Consumo (Consumer Arbitration Boards), either directly or via a Consumer Association. Orange hereby informs you that, for the mobile telephony

Service, it subscribes to the Autonomous Regional Consumer Arbitration Service with official National Consumer Institute ID number 270, in the event that the Subscriber should wish to file the corresponding claim via the Regional Consumer Arbitration Boards.

Customers have the right to cancel their portability requests free of charge or penalty by contacting Orange on business days (according to the Madrid city calendar) until 2:00 p.m. on the business day prior to the execution of portability in the case of mobile and until a specific time on the day prior to the execution of portability in the case of fixed lines. Customers must provide Orange with the following details: name and surname or company name, details and deeds of legal proxy (in the case of corporate Customers), identification document, address, line(s) corresponding to the portability cancellation request, mobile phone number, and email address (optional). In the event that data is missing, data is incorrect, the name on the account does not correspond to that of the party requesting the cancellation, or it is not possible to verify the identity of the requestor, the request cannot be processed until the detected errors are rectified. If the cancellation request is correct, it will be processed by Orange. Orange will also indicate the unique ID reference number (where the time and date of the request will be recorded). Upon request, Customers will also be provided with a confirmation in print, or via SMS or email.

Customers may request cancellation: a)- by visiting an Orange store (during regular business hours); b).- through www.orange.es, Monday through Friday from 9 a.m. to 8 p.m., or c).- by calling the customer service helpline at 900901332, Monday through Friday.

For cancellation requests at stores and online, customers must complete a form and verify the data provided. Orange will contact customers by phone to finalise the cancellation process.

On all three of the channels indicated, cancellation will take place on the day the requested information is provided. Occasionally, for technical reasons or if the request is submitted later than the Reference Entity's deadline, cancellations will take place on the next business day.

If the Customer is unable to cancel portability despite having submitted a request within the designated time frame, said Customer can claim return portability from his/her previous operator (donor operator) without incurring a penalty.