

1. DEFINITIONS

For the purposes of these special terms and conditions (the "*Special Terms and Conditions*"), the capitalised terms are defined below, or, failing this, in the General Terms and Conditions:

"Access Equipment": POST Telecom Infrastructure access equipment enabling the Customer to connect his/her terminal equipment to the Infrastructure (computer, TV via decoder, telephone equipment, etc.) in order to use the VoBB Service;

"Analogue Telephone Service": Fixed Telephone Service with quality of service including the provision of a geographical number from the national numbering plan and provided through the Post Telecom public switched telephone network;

"Fixed Telephone Service": Services (including VoI Services and/or VoBB Services and those provided over an analogue telephone line and ISDN) enabling the Customer to make and/or receive, exclusively at the address stipulated in the Contract, national and/or international calls, via a number from the national or international telephone numbering plan; the Fixed Telephone Service specifically excludes voice over Internet services operating irrespective of geographical location over a public fixed communications network;

"General Terms and Conditions": the current general terms and conditions of sale of POST Telecom (for consumer or professional customers as applicable);

"Internet Access Service": the Service provided to the Customer via the Infrastructure enabling him/her to access the Internet exclusively at the address indicated in the Contract, independently of the underlying technology;

"Voice over Broadband" (VoBB): Fixed Telephone Service with quality of service (type 1 quality control as defined by the ILR), including the provision of a geographical number from the national numbering plan and provided through the POST Telecom broadband network/ultra-broadband, whether or not it is connected to an Internet Service;

"Voice over Internet" (VoI): Fixed Telephone service, without quality of service, type "Peer-to-peer", with or without the allocation of a call number (number range 20, not listed or linked to the national numbering plan), usable on any Internet access and routed via the global Internet network;

"VoIP" (*Voice over Internet Protocol*): methodology, group of technologies and protocol for transmission of voice communications over IP compatible networks, whether private or public networks, wired (cable, ADSL, VDSL or optic fiber) or wireless (satellite, Wi-Fi, GSM, UMTS or LTE), and used for VoBB and/or VoI Services.

2. SCOPE

2.1. These Special Terms and Conditions apply to any Fixed Telephone Service Contract for which their application is duly notified to the Customer. Certain PostTV Services, such as the VoD Service and the Interactive Service, may be subject to more specific access and/or use conditions. In the event of inconsistency with the provisions of these Special Terms and Conditions, the provisions of the related specific conditions will take precedence.

3. ACCESS AND INSTALLATION OF THE FIXED TELEPHONE SERVICE

3.1. In accordance with the legislation in force and insofar as the Customer's request is reasonable from a technical point of view, POST Telecom will put in place the necessary means to provide the Customer, on fair and non-discriminatory conditions, with the Fixed Telephone Service, with the choice of terms and underlying technology being at the discretion of POST Telecom.

3.2. To have access to the Fixed Telephone Service, the building in question must have an underground connection to the Infrastructure (including the installation of a termination point) suitable for the building in question. POST Telecom does not undertake to provide this connection. In the absence of such a connection, POST Telecom cannot guarantee that the agreed Activation terms will be met and will not be due any compensation or penalty should the specified terms be exceeded.

3.3. All Customers must have a sufficient number of telephone lines entering the building based on the number of telephones operating under the Fixed Telephone Service and the call volume estimated by the Customer, so as to ensure that the Service operates properly and to avoid any disruption to the Infrastructure. If this is not the case, POST Telecom may suspend the Fixed Telephone Service in accordance with Article 9.1 of the General Terms and Conditions for consumer customers and Article 13.1 of General Terms and Condition for professional customers.

4. USE OF THE FIXED TELEPHONE SERVICE

4.1. Fixed Telephone Services are offered as an Analogue Service, VoBB Service or VoI Service, depending on the available technology at the Customer address specified in the Contract.

The well-functioning of the VoBB Service depends on all of the following conditions being satisfied:

(i) the Customer authorises access to his/her Access Equipment in accordance with Article 5.9 of the General Terms and Conditions for consumer customers and Article 7.10 of General Terms and Condition for professional customers to enable POST Telecom to carry out interventions remotely as part of/to meet the needs of the Service, such as troubleshooting, maintenance, modification, configuration and/or update of this Equipment;

(ii) the Customer undertakes to use the Fixed Telephone Service only from the specific geographical address of installation of the Service mentioned in the Contract, in order to comply with the legal requirements, especially those governing location in relation to the operations of the emergency services and/or services for the prevention, investigation and prosecution of offences, including the right of the legal authorities to trace illegal or malicious calls; and

(iii) the Customer will maintain a continuous 230V power supply for the functioning of the VoBB service through the Access Equipment. If the Customer wishes to guarantee that the Access Equipment's power supply is not interrupted (particularly if he/she has an alarm(s) transmitter) and to ensure provision of the VoBB Service in line with the applicable specifications, he/she is advised to use a suitable no break (UPS) equipment.

4.2. The operation of the VoI Service constitutes an obligation of best endeavours for which the location in relation to the operation of the rescue and emergency services is not guaranteed.

4.3. The transfer of Fixed Telephone Services, namely to VoIP or VoBB Services, may involve some limitations, particularly in terms of configuration and/or numbering (number ranges and length) and may result in the unavailability of certain ancillary services such as the use of analogue alarm services.

4.4. By using the VoBB Services, the Customer acknowledges and expressly agrees that such use may impact or affect the quality of the Internet Access Service, as the case may be. In such case, the speed of the Internet Access Service specified by POST Telecom can no longer be guaranteed.

4.5. The Customer must ensure that the Customer Installation (particularly all computers, fax machines, alarms and payment terminals) is compatible with the Fixed Telephone Service and that the Access Equipment and any other Customer Installation is suitable and in compliance with the regulations in force and with the technical specifications for said Service.

5. PRICING

The Fixed Telephone Service is billed according to the applicable Rate Plan and in accordance with Article 3 of the General Terms and Conditions.

6. SERVICE TERM

If a minimum commitment period is not specified, a Fixed Telephone Contract is concluded for an indefinite period.

7. SERVICE TRANSFER - PORTING

7.1. Any unbundling request from another operator in relation to the Customer's telephone line will entail termination by the Customer of the related Fixed Telephone Service, it being specified that the Service is effectively terminated from the time the relevant line is effectively unbundled.

7.2. Any request by the Customer (or by a duly authorised representative) to port the number allocated to the Customer to another operator will entail termination by the Customer of the related Fixed Telephone Service, it being specified that the Service is effectively terminated from the date of the actual porting. If the Customer's request for porting to another operator does not come through or is cancelled by the Customer prior to the porting date, the contractual relationship between the Customer and POST Telecom will continue in accordance with the original Contract.

7.3. If POST Telecom notes that Infrastructure components in the building have been abandoned by the Customer, it may proceed with termination of the related Fixed Telephone Service after prior notice has not been acted upon within one (1) month.

7.4. Any termination under this Article 7 must comply with the provisions of Articles 7, 8 and 9 of the General Terms and Conditions for consumer customers and Article 11 to 13 of General Terms and Condition for professional customers.

8. FAIR USE POLICY

The applicable Rate Plan specifies the criteria used to determine whether the Customer has used the unlimited volume Fixed Telephone Service in an unfair and excessive manner.

9. CALL NUMBER

9.1. ILR has sole responsibility for managing the national numbering plan and determines the rules relating thereto. As part of the Fixed Telephone Service, POST Telecom allocates a call number to the Customer in accordance with this plan.

9.2. POST Telecom may be required to change this number on regulatory or technical grounds, in which case it will notify the Customer in advance and, if the number is being changed on technical grounds, at least one (1) month before the change. The Customer may not claim any compensation as a result.

9.3. In accordance with the ILR numbering regulations, the Customer has the right to keep the number allocated by POST Telecom when he/she terminates the Fixed Telephone Service Contract following subscription to a fixed telephone service with another operator with number porting.

9.4. If the Customer terminates his/her Fixed Telephone Service Contract and does not port the number in question, POST Telecom will have the right to allocate the number in question to another Customer six (6) months after the effective termination date.

10. TELEPHONE DIRECTORY

10.1. The Customer is informed of and accepts his/her registration in the POST Telecom Fixed Telephone Service Customer database. POST Telecom will provide directory publishers and telephone enquiry service providers with the Customer's standard entry (telephone number, name, address and, at the Customer's request, title, occupation and/or trade name), which may make them public under their own responsibility.

SPECIAL TERMS AND CONDITIONS OF SALE FOR THE FIXED TELEPHONE SERVICE

10.2. The Customer may contest at any time and free of charge the publication of his/her data in a directory, the use thereof by a telephone enquiry service provider or the inclusion of his/her data in lists enabling reverse identity searches on the basis of his/her telephone number. The Customer must submit such a request to POST Telecom with a copy of his/her identity card.

The present document is a free translation in English language of the French version of POST Telecom's "Conditions Particulières de vente pour le service de téléphonie Fixe" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.