

## **Terms & Conditions and Privacy Policy dT Fibre Services**

I am aware and I accept that my traditional "copper" line &/or ADSL connection will/might be removed &/or disconnected upon installation of dT Fibre. I understand that in order to be able to contract Fibre, there must be coverage for Fibre in my area and I understand that this depends on the Fibre Deployment project which is in the hands of the National Operator as well as other operators. I Understand that I cannot hold Direct Telecom responsible for an unsuccessful application in the event of Fibre not yet being available in my area/property.

1. I hereby confirm that I am the legal decision maker for the property in the above mentioned address and authorise Dial Direct Telecom S.L. to act on my behalf to process the dT Fibre service which will be performed by the Network Operator.
2. I am aware that the dT Fibre technology requires Fibre Coverage from my property to the nearest Exchange and that the installation may be rejected if it does not yet have coverage.
3. I am aware that the duration of this contact is of 12 months (in the event of "FIBRENATE" packages, this is extended to 18 months and includes a maximum of 6 months Hibernation) and that I must pay an early cancellation fee of 255€ plus tax if I breach this duration. I understand that it is only ever possible to upgrade to a faster speed, it is not possible to downgrade to a lower speed. I understand that if I wish to discontinue the service after the 12/18 month period, I must notify this in writing to [info@direct-telecom.es](mailto:info@direct-telecom.es) with 1 month's notice. I also understand that I will be billed a 0,60€ ADMIN Fee each month on my invoice.
4. I understand that the equipment supplied will always remain the property of Direct Telecom and it is strictly prohibited to tamper/open/reconfigure the equipment.
5. I understand that the FIBRENATE facility is available only with certain packages and is subject to network coverage. I understand that in the event of using the FIBRENATION facility, I must inform Direct Telecom in writing by sending an email to [info@direct-telecom.es](mailto:info@direct-telecom.es) at least 2 weeks before the end of the month prior to the month I wish to hibernate of my intent to "Hibernate" the connection during the full calendar months that I specify with a MAXIMUM of 6 calendar months per year (The "year" starts from the moment the connection is first installed and does not refer to a "natural calendar year"). You must complete 12 full paid months and up to 6 complete Hibernation months (within the initial contract). After the initial contracted period the connection will continue on a month to month basis and Hibernation can be used for a maximum of 6 months per 12 months. I understand that while the connection is "hibernated", there will be no Internet connection and no services will work. Service Provision/Purpose. I understand that I can activate Hibernation only after the service has been installed and fully working for 2 months.
6. Direct Telecom will provide the client with the equipment necessary through the Engineers that are assigned to the installation by the Network Operator. The installation is considered to be successful once the Fibre Router is connected and delivering an Internet connection through the LAN ports as well as WiFi.
7. The client is responsible for looking after the Fibre Router.
8. The technical equipment loaned to the client during the contractual period remains the property of Direct Telecom unless otherwise stated. Direct Telecom must be informed immediately In the case of damage to, or loss of the equipment whilst it is on loan. If the client is responsible for the damage, Direct Telecom has the right to terminate the contract and claim compensation for the damages. In case of destruction attributable to careless or intentional misuse, the client must pay the cost of the necessary repairs, or in the case that repair is not possible, reimburse the current value of the equipment, not exceeding the amount of €300.
9. On completion/modification of the contract the client must return the equipment to Direct Telecom or an authorised representative in perfect condition within 30 days. Any corresponding delivery costs are the responsibility of the client. Failure to return the equipment will result in a charge of 150€ plus tax.

10. Administration of the equipment will be provided exclusively by Direct Telecom. Direct Telecom will establish the relevant configuration parameters. The client is prohibited from exerting any influence. Direct Telecom will bill the standard installation fee (for setting up the equipment). If the customer tampers or modifies Router settings which lead to a technical issue and requires a visit from an Engineer, then this visit will be charged at 80€.
11. Either Direct Telecom or the authorised installer will arrange the installation date. The installation of the equipment will be finalised at the agreed time. In case of failure to comply with the agreed installation appointment for the standard installation, Direct Telecom are authorised to invoice the client separately for costs incurred at a flat rate of €50. The client has the right to challenge Direct Telecom to justify this cost or claim that the costs incurred were less than the flat rate lump sum charged.
12. On completion of the installation the provision of service by Direct Telecom is deemed active. The installation is considered finalised on the specified installation date, unless the client advises Direct Telecom within 5 days of the installation date, that the installation has not been completed or the service is not working correctly.
13. Direct Telecom reserves the right to adapt the provision in line with advances in technology or changes in rules and other circumstances significant to the provision of the service, within reasonable terms for the client. Likewise, Direct Telecom reserves the right to modify services, as well as make technical or system changes, even when this requires constructive measures or modifications to the system's configuration, within reasonable terms for the client.
14. The client undertakes, within the framework of his/her obligation to cooperate, to react to the request for change within a reasonable period of time established by Direct Telecom.
15. If the client breaches this obligation to cooperate, Direct Telecom may terminate the contract immediately following a new period of three (3) days for the provision of assistance.
16. Unforeseeable, unavoidable events that are beyond Direct Telecom's control and responsibility, such as force majeure, authority provisions, failures in telecommunication connections or in the ports of entry of other network operators to which Direct Telecom must appeal within the framework of the provision of its services, exempt Direct Telecom from provision of service, for as long as these circumstances last, within a reasonable period of time. The client will be informed quickly of any necessary planned interruptions to the service and where possible this will be agreed in advance. The client consents interruptions to the service which are necessary to maintain the equipment and line and/or increase the quality of the same. Should this situation arise and the client's cooperation is required, for example in order to replace equipment, the client consents to whatever measures are necessary during normal office hours and agree to the replacement of the peripheral equipment. There may be temporary limitations on the service due to technical modifications to the radio installations in the internet framework (for example, network improvements, location change, the connection of the radio station to the public network of distribution) and other steps that are necessary to guarantee that the established service continues to function correctly. Direct Telecom will do everything that is reasonably possible to eliminate this type of transitory limitation, but cannot be held responsible for the same. Due to the technicalities of the network it is not possible to guarantee that the data speed requested on the order form is available and/or sustainable until such time as the system has been tested at the property. The internet interface available to the client is limited by the capabilities of the internet framework and the installation will be performed in accordance with these limitations.
17. Direct Telecom are not responsible for the services and content available on the internet. Neither are they responsible for problems (speed, missing content and availability) occurring with the transmission of other providers' internet services, providing these are not influenced by the Direct Telecom network rather by the accessibility to other networks outside the control of the internal network. Correct usage
18. The client agrees to use the Internet service in accordance with the law, morally and in line with ethical standards, common decency and public order, as well as to refrain from using the Internet service and/or other services for illegal or illicit purposes or effects, prohibited in these general

conditions. Resale or commercialisation of the service to third parties unrelated to the service provider, or sharing of resources outside the property for which you have requested the service is expressly prohibited. The contracted service must be used for the purpose for which it has been contracted, whether for domestic or personal use, business – including individual or self employed entrepreneurs – or professional use. As established in the general conditions, Direct Telecom may suspend the service in case of a breach in this condition. The client will not use the contracted services in any way that could endanger the susceptibility of third parties or affect the security or general running of Direct Telecom, for example an overload on the Direct Telecom network infrastructure due to excessive use. The use of the service for sending threats, harassment or obscenities, spamming, mass mailings (direct emailing by email), news, junk mails, cross-posting and/or similar are all strictly prohibited. In case of infringement, Direct Telecom are entitled to terminate the contract without prior notice, limit the transmission capabilities, and/or block access to the network with immediate effect. This does not affect Direct Telecom's right to compensation for damages or the right to termination due to major cause.

19. The use of a disproportionate amount of data transfer in relation to the contracted allocation in view of the corresponding service description, and/or multiple use of individual accounts is considered a breach of contract. In the case of a breach of these obligations, the client will be liable to compensate Direct Telecom who will be exempt of responsibility for the same. The client is responsible for all of the activities they perform using the service, and will reimburse Direct Telecom for and exempt them from any damages that occur, especially regarding all types of fines and associated legal defence expenses.

20. The client may not make any changes to the equipment that Direct Telecom places at their disposal. In any event, in the case of any direct or indirect tampering with the equipment, the client will assume responsibility for the necessary expenses to fix the tampered with equipment in order to restore the service. In the case of serious damage, Direct Telecom are entitled to terminate the contract fully and without prior notice.

21. The client will inform Direct Telecom immediately of any breakdown or interruption in the telecommunication service, so that Direct Telecom may fix the problem. If the client fails to communicate any fault, Direct Telecom will not be responsible for any expenses or damages resulting from this omission (for example, the expenses of an outsourced external company). The client will provide Direct Telecom and their authorised staff unlimited access for a reasonable time period in order to restore the service. The time frame needed can be drastically reduced for reasons of vital importance.

22. The Virtual Phone Line service allows you to connect your home telephone to the RJ11 port on the Router provided with dT Fibre. We will include a local telephone number so that you can make and receive calls. The number you have been assigned will remain yours so long as there is no non-payment of invoices.

23. Any calls made will be billed at the rates specified unless included as part of the package.

24. If you choose to "Keep your current number", Direct Telecom will process the application and "take over" the number so that it can be associated to your Virtual Phone Line. This process can take up to 25 working days but in the meantime, we may provide you with a temporary number to make and receive calls.

25. I authorise Direct Telecom to use my provided Credit/Debit Card details to take payment for the Setup/Installation fee(s) as well as my Bank Account details either provided in this form or provided later by phone, email or in person to pay my monthly invoice via Direct Debit.

26. I understand that if the Engineers have difficulties feeding the new Fibre Cable into my property due to obstructions &/or other difficulties in my property or community then it is likely that I will have to either arrange for the community to pay for the work that needs doing or I will have to pay for it privately.

27. I understand that Direct Telecom is an official AGENT of XFERA MÓVILES, S.A.U with CIF A82528548 for the commercialisation of the Fibre Optics Network throughout Spain. 28. I understand & accept that in order to contract dT Fibre, this will be performed through Direct

Telecom &/or the appropriate providers and that the "line holders" name will be that of Direct Telecom &/or Provider. I understand I will always be able to request that the "line holders name" is switched back to me if requested if I intend to cancel the service. I understand that I can only do this as long as there are no outstanding invoices with Direct Telecom.

#### CLAUSE ON PROTECTION OF DATA OF A PERSONAL NATURE

The data of a personal nature that are facilitated will be recorded in a file of which DIAL DIRECT TELECOM, S.L., a company of Spanish Nationality, Tax ID Code: CIF: B-38585204, domiciled at C/La Borda No1, Rosa de los Vientos Local AL1, Adeje 38670, Santa Cruz de Tenerife, España. Under the scope of Section 5 of the Statutory Act 15/1999, on the Protection of Data of a Personal Nature, DIAL DIRECT TELECOM, S.L. complies with the regulations in force and the personal data are included in a File entered in the General Data Protection Register with the name "Clients" and its purpose is the proper processing of the personal data necessary for the suitable and complete identification of the Client. It is thus guaranteed comprehensive attention, offering information about the services provided, for the appropriate management of the established relationship, for the provision of the necessary services object of the contract signed, to respond to enquiries and requests and to obtain statistical data about the same, applying all of the Security Measures considered in the Royal Decree 1720/2008, of December 21, and the other regulations concerning the Protection of Data of a Personal Nature, as a guarantee in the confidentiality of the processing of data. DIAL DIRECT TELECOM, S.L. undertakes to comply with the duty to keep the data of a personal nature concerning the Client secret, adopting the measures necessary so as to prevent the alteration, loss, processing or unauthorised access to the same, taking account of the state of the technology at all times.

The information contained in our Files is confidential and privileged and it is intended to be processed solely by the people who have access to the personal data of the Client as users authorised by DIAL DIRECT TELECOM, S.L. and any dissemination, distribution or reproduction of the information processed is completely prohibited. The time for the preserving of the data of the Client by DIAL DIRECT TELECOM, S.L. will be the time for which the relationship with the Client lasts, and once this has been completed, the data will be maintained for the time necessary for the fulfilment of the obligations of invoicing and collection and of any other obligation established by the Law. The Client grants its consent for the communication of its data to those entities that are associated with DIAL DIRECT TELECOM, S.L. for the provision and maintenance of the services offered and/or contracted.

The Client expressly authorises DIAL DIRECT TELECOM, S.L. to process its personal data with the aim of undertaking commercial actions and commercial and advertising promotion, whether of a general nature or adapted to its personal characteristics, referring to the products, services rendered or of added value that come from DIAL DIRECT TELECOM, S.L. or Companies of the same group or Partnership Entities, by means of electronic communications, SMS/MMS, regular mail or other equivalent means, with this consent always being revocable in nature, without retroactive effects.

At all times the Client is able to exercise the rights of access, rectification, cancellation and opposition in writing, accompanied by a photocopy of its National Identity Document, before DIAL DIRECT TELECOM, S.L., to the address C/La Borda No1, Rosa de los Vientos Local AL1, Adeje 38670, Santa Cruz de Tenerife, España.

The client expressly authorises Dial Direct Telecom S.L. to pass on to DDT any information obtained related to my contractual relationship that is necessary to correctly process and provide the contracted services.

Dial Direct Telecom S.L. is an authorised distributor/reseller for VoIP Direct S.L.