

## **dT 4G Home Broadband Terms and Conditions**

1. I hereby confirm that I am the legal decision maker to contract this service in my name with the intention of using the service at the property in the above mentioned address and authorise Dial Direct Telecom S.L. to act on my behalf to process the dT 4G Home Broadband service.
2. I am aware that the dT 4G Home Broadband technology uses the 4th generation cellular network technology with LTE (Long Term Evolution) processes to allow for moving data at high speeds over the mobile network. I understand that the efficiency of this technology largely depends on the "mobile coverage" available not only in my location, but also the precise point where I intend to "install" or "position" the equipment. Sometimes, it may be necessary to actually position the equipment in the most favourable area of the property in order to obtain the best possible signal from the nearest mobile tower. I understand that it is then my responsibility to distribute the signal throughout my property using different solutions such as LAN cable extensions, WiFi repeaters or PLC devices. I understand that the attainable bandwidth throughput for download and upload will depend on the "mobile coverage" in my location &/or position of the equipment within my property. I understand that before reporting "speed issues" I must first make all efforts to find the best location in my property to position the equipment. When you consume/enjoy the DTC content, you are receiving the stream directly (as is) from the source or provider of this content at the going Bitrate established by the source/provider and is in no way altered or optimised by us. There is nothing we can do to fix any pixelating, buffering or any other issues.
3. I am aware that the duration of this contract is 12 months (18 months for the dT 4G Home Broadband Hibernate package) and that I must pay an early cancellation fee of 99€ plus tax. I understand that if I wish to discontinue the service after the 18 month period, I must notify this in writing to [info@direct-telecom.es](mailto:info@direct-telecom.es) with 1 months notice and must pay an equipment collection fee of 35€ which we will use to get it collected by a courier service. If you return it to our office then this is free of charge. In both cases, we need the equipment to be returned to us in perfect working condition with power supplies, accessories and manuals in the original box. 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 property of Direct Telecom and it is strictly prohibited to tamper/open/reconfigure the equipment.
5. I understand that the HIBERNATION can only be started at the beginning of any given month and I must inform Direct Telecom at least 48 hours in advance (not including bank holidays or weekends) in writing by sending an email to [info@direct-telecom.es](mailto:info@direct-telecom.es) confirming my intention to "Hibernate" the connection. I understand that I can REACTIVATE the service following hibernation on any working day of the month by giving 48 hours notice (not including bank holidays or weekends) in writing by sending an email to [info@direct-telecom.es](mailto:info@direct-telecom.es) confirming my intention to "Reactivate" the connection.
6. I understand that I will need to pay a "deposit" of 60€ for the dT 4G Home Broadband router which will be returned to me in the event of cancelling the service and returning the equipment to Direct Telecom in perfect working condition with power supplies, accessories and manuals in the original box (the deposit will be returned in full only if no other payments are outstanding, including the cancellation fee).
7. 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.
8. On completion of the contract the client must return the equipment to Direct Telecom or an authorised representative in perfect condition with power supplies, accessories and manuals in the original box. Any corresponding delivery costs are the responsibility of the client.
9. 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.
10. Fair usage policy: A small number of users are responsible for generating large volumes of traffic on our network, which can impact the service we offer to our other customers. Our fair usage policy is designed to ensure that all of our customers receive a fast and reliable service. The data volumes include both downloaded and uploaded data. A gigabyte is 1024 megabytes (MB). The majority of our customers will not be impacted by the fair usage policy. However, if you use the following applications you are more likely to break the fair usage policy: peer-to-peer (P2P) file sharing software, P2P TV, streaming video services or software update services. Many of these applications continue to send and receive data constantly in the background. Even if you're not downloading a file, these applications may still be transferring data. We have set an alert limit at 400GB of data/month. If, in Direct Telecom's reasonable opinion, you are abusing the service

in any way, such as exceeding fair use policy, we may ask you to moderate your behaviour - and in extreme cases, we may limit the speed of, or block your access to, data services, or we may disconnect you.

11. On completion of the provisioning of the service on the 4G Home Broadband Router by Direct Telecom is deemed active. The service is considered active and usable from the moment the equipment is in the hands of the customer.

12. Direct Telecom reserves the right to adapt the provisioning of the service 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 configurations, within reasonable terms for the client.

13. The client undertakes, within the framework of his obligation to cooperate, to react to the request for change within a reasonable period of time established by Direct Telecom.

14. 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.

15. 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. Similarly, atmospheric conditions and topographical peculiarities and barriers may cause disturbances which affect the transmission speed, consequently affecting the service. 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.

16. Direct Telecom is 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**

17. 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.

18. 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 as outlined in clause 10. 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.

19. 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 is entitled to terminate the contract fully and without prior notice.

20. 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.

21. 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.

#### **DATA PROTECTION CLAUSE**

The data of a personal nature that is 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 is included in a File entered in the General Data Protection Register with the name "Users" and its purpose is the proper processing of the personal data necessary for the suitable and complete identification of the User. 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 User 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 User 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 User by DIAL DIRECT TELECOM, S.L. will be the time for which the relationship with the User 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 User 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 User 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.