

## **dT 4G FLEXIT / 4G RENTAL Terms & Conditions.**

Updated 03/2022.

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. Oftentimes, 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.
3. I am aware that the duration of this contract is of an unspecified duration in the event of selecting any 4G FLEXIT package, but that this has a requirement of a minimum of 12 months billing without Hibernation within a 36 month period. If I do not meet those terms and wish to cancel the service, I understand I must pay the equivalent of the monthly fee multiplied by the amount of months left over to make a total of 12 full months plus tax. In the event of contracting 4G RENTAL packages, I understand that this service has no contract duration and can be canceled any time as long as at least 1 full month has been paid. I understand that if I wish to discontinue the service after the contractual 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 in the event of using the HIBERNATION facility with the 4G FLEXIT Packages, I must inform Direct Telecom at least 5 days in advance before the end of the month in writing by sending an email to [info@direct-telecom.es](mailto:info@direct-telecom.es) of my intent to "Hibernate" the connection during full calendar months that I specify with a MAXIMUM of 9 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 within a 36 month timeframe). Hibernation can be used for a maximum of 9 months per 12 months. I understand that while the connection is "hibernated", there will be no Internet connection and no services will work. I understand that "Hibernation Months" do not count towards the permanency agreement and that the 12 calendar month permanency is fulfilled after 12 full paid calendar months within a 36 month period.

Service Provision/Purpose. I understand that I can activate Hibernation on the dT FLEXIT packages only after 2 months of fully working service.

6. I understand that I will need to pay a “deposit” of 60€ + Tax for any dT 4G FLEXIT / RENTAL Package router which will be returned to me in the event of canceling the service and returning the equipment to Direct Telecom in perfect working condition. (the deposit will be returned in full if all other payments are not 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 €150.

8. On completion of the contract the client must return the equipment to Direct Telecom or an authorised representative in perfect condition. Any corresponding delivery costs are the responsibility of the client. If the equipment is not returned, then Direct Telecom has the right to charge me 90€ and not return the deposit. Value of the Router is 150€ + tax.

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 is 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 from 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 defense 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.

Privacy:

## CLAUSULA CONTRATOS

Con respecto a los datos personales obtenidos, SE LE INFORMA de acuerdo al artículo 13 del Reglamento de la UE 2016/679 del Parlamento Europeo y del Consejo, de 27 de abril de 2016 relativo a la protección de personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos (en adelante RGPD), de los siguientes términos:

- Que estos datos personales son responsabilidad de DIAL DIRECT TELECOM S.L., con núm. de CIF B38585204 dirección en Calle la Borda, 1 Local 1, 38670 Adeje Casco, Santa Cruz de Tenerife. Sus datos de contacto son el teléfono 900347328 y la dirección de correo electrónico info@direct-telecom.es.
- La finalidad del tratamiento es gestionar las relaciones contraídas con los clientes para la gestión de la contratación telefónica, proveerle de teléfono, fibra, internet; además de tener las facturas con fines contables y fiscales. Además, en caso de que sea necesario por incumplimiento de pagos, se podrán ceder sus datos a empresas de gestión de morosidad.
- Los datos se conservarán durante la vigencia de la relación entre ambas partes. Terminada la relación sólo se conservarán si hay una obligación legal a ello.
- La base jurídica del tratamiento es la ejecución del contrato de servicios firmado entre usted y el responsable del tratamiento.
- Los datos tratados se podrán ceder a una empresa de telecomunicaciones para la contratación del servicio. A parte de esto, no se cederán a terceros, a no ser que haya una obligación legal a ello.
- Usted tiene los derechos de solicitar el acceso a los datos personales que sobre usted tiene el responsable; a solicitar su rectificación o supresión; a solicitar la limitación de su tratamiento; y a la portabilidad de los datos. Esto se hará de forma escrita a la dirección Calle la Borda, 1 Local 1, 38670 Adeje Casco, Santa Cruz de Tenerife. También se podrá hacer poniéndose en contacto con el responsable para que le mande un formulario previo para hacerlo. Usted puede presentar ante la AEPD una reclamación si no se ha obtenido satisfacción en el ejercicio de sus derechos.
- Además puede haber Transferencia Internacional de datos ya que la empresa puede usar alojamiento de datos en una empresa con sede fuera de Europa que ofrezca un nivel adecuado de protección de datos.
- Usted tiene el derecho a presentar una reclamación ante una autoridad de control por incumplimiento de la normativa aplicable en protección de datos.
- Además, si marca esta casilla, consiente específicamente el tratamiento de datos con fines de publicidad de la empresa y del grupo de empresas:  
Consiento el tratamiento de datos de la empresa y del resto de empresas del grupo.