

**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 contract is of 18 months (in the event of "FIBRENATE" packages, this includes a maximum of 6 months Hibernation) and that I must pay an early cancellation fee of 199€ plus tax if I breach this duration. 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 removal fee of 35€. 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 at least 2 weeks 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 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 plus 6 complete Hibernation months (within the initial 18 month timeframe). After the initial 12 month period, 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 2 months of fully working service.

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 15 days. Any corresponding delivery costs are the responsibility of the client.
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.

### **Privacy:**

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.