

## **DT MEDIA Service Terms & Conditions**

1. This service is brought to you by DIAL DIRECT TELECOM SL hereinafter referred to as "DDT". The "Agreement Holder" is hereinafter referred to as the "Customer/Client".
2. The DDT products and services are not to be used in conjunction with other similar services.
3. Responsibility for monies owed, either by the pre-paid or post-paid facility, is solely the responsibility of the customer. Any charges incurred by DDT in the collection of debt and any charges made to DDT by the banks or any other institution for presenting or refusing direct debits or credit card transactions will be passed on to the customer. The customer authorizes DDT to use the customer's bank account and / or credit card details supplied for the pursuance of settling outstanding payments to DDT in any way DDT deems necessary.
4. Any charges due to disconnection for non-payment of accounts will be passed on to the customer.
5. Post-paid accounts will be debited either by bank debit or credit card debit and it is the responsibility of the customer to ensure there is sufficient credit to pay the accounts in full.
6. There are no registration fees charged by DDT. In the case of pre-payments, a minimum of 30 euros or an estimated value of the agreement holder's monthly usage, whichever is the greater shall be paid by the customer in advance of using the service. Unused credit is non-refundable but will stay on the DDT account to be used for a maximum of 18 months.
7. DDT is not responsible for any problems on the network resulting in temporary or long term loss of service. There cannot be any claims on DDT of whatsoever nature for such loss of service with the exception of those acknowledged in the Spanish legislation including those of article 115 of the RD424/2005.
8. On the signing of this agreement, the customer gives DDT consent to use the details contained in the agreement for the purpose of billing and in any way DDT feels it will benefit the customer, subject to the laws and regulations in Spain.
9. It is DDT's policy to work on behalf of its customers to achieve the best rates and services and therefore DDT reserves the right to change services and prices without prior notice.
10. A customer help line is there for your convenience from Mon - Thu: 09:00 - 17:30 GMT – Fri: 09:00 – 17:00 GMT: 922 711 003.
11. Monthly admin. charge of 0,60€ is only levied if calls are made in the month or ADSL/DTOneBill service is contracted. A charge of 1,50€ is charged if the POST option is selected. Direct Telecom wishes to encourage more environmentally friendly 'emailed' statements.

### **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, domicile 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.

To contact DDT directly, please call 922 711 003 (Mon - Thu: 09:00 - 17:30 GMT – Fri: 09:00 – 17:00 GMT)