

dT 4G Internet 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 Internet service.
2. I am aware that the dT 4G Internet 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 Internet Hibernate package) and that I must pay an early cancellation fee of 199€ 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 with 1 months notice. I also understand that I will be billed a 0,60€ ADMIN Fee each month on my invoice.
4. I understand that Direct Telecom are only responsible for the SIM card and service provided therein, not the equipment used.
5. I understand that in the event of using the HIBERNATION facility, I must inform Direct Telecom at least 2 week in advance before the end of the month in writing by sending an email to 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 within the initial 18 month time frame). After the initial 18 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. 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 an 18 month period.
Service Provision/Purpose. I understand that I can activate Hibernation only after 2 months of fully working service.
6. On completion of the provisioning of the service on the 4G internet SIM by Direct Telecom it is deemed active. The service is considered active and usable from the moment the SIM is in the hands of the customer.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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

12. 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.

13. 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.

14. 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.

15. 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.