

AGREEMENT Terms & Conditions (Operator preselection application—Indirect Access landline telephone service)

dt Landline services can be based on traditional copper, RDSI (ISDN) and more recently Fibre Optic technologies.

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 "Client".
2. The DDT products and services are not to be used in conjunction with other similar services. Responsibility for monies owed, either by the prepaid or postpaid facility, is solely the responsibility of the Client. 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 Client. The Client authorizes DDT to use the Client'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 Client.
5. Post-paid accounts will be debited either by bank debit or credit card and it is the responsibility of the Client 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 Client 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 Client 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 Client, subject to the laws and regulations in Spain.
9. It is DDT's policy to work on behalf of its Clients to achieve the best rates and services and therefore DDT reserves the right to change services and prices without prior notice.

10. A Client helpline is there for your convenience between the hours of 09.00 (GMT) and 17.30 (GMT) Monday to Thursday and Fridays from 09.00 (GMT) and 17.00 (GMT) - +34 922711003.
11. Monthly admin. charge of 0.60€ is only levied if calls are made in the month or DTOneBill service is contracted. An additional fee of 0.40€ is charged if the POS option is selected. Direct Telecom wishes to encourage more environmentally friendly "emailed" statements.
12. There is a one off, non-refundable connection administration charge of 10.€ per line for DT OneBill (line rental). This must be paid up front in order to initiate the application.
13. The price of the DT OneBill line rental is 14,95€ (16,00€ with IGIC/18,08€ with IVA) and is paid one month in advance. This price includes the Line Rental.
 - Optional Features that can be activated and requested for additional charges are: Caller Identification, Call waiting Identification & Call Divert (if busy). It is possible that some of these functions need to be activated by dialing a sequence on your handset. For further information please call +34 922711003.
14. Once DT OneBill takes your line rental away from the previous provider, there should be no reason to receive any further invoices from the previous provider UNLESS there are specific call plans that you have contracted with them. DDT will not take responsibility for any further charges or possible bills sent by the previous provider. 15. DDT will not supply DT OneBill clients with telephone handsets. It is assumed that the client already owns a compatible telephone. Direct Telecom will not take responsibility if the client is invoiced by the previous provider for the telephone originally obtained from them when the land line was initially installed. 16. Duration: This agreement will have a duration of 18 months and will be automatically renewed at the end of the period unless and until either of us gives the other written notice of termination at least 42 days before the relevant anniversary. This agreement may be ended immediately by the client if DDT breaks a term of this agreement, which after written notice has not been rectified within 14 days. DDT reserves the right to terminate this agreement immediately in the event of at least 2 non-payment of any outstanding accounts where payment has been requested. Should you terminate your agreement before the end of the contractual period, you may be liable to a termination fee and all outstanding invoices must be settled immediately.

DT OneBill EU 250 plan: This plan includes DT OneBill Line Rental for 14,95€+tax as described in point 13 above, and also includes 250 minutes per month to landlines in Spain, UK and Europe. This plan costs 19,99€/month (21,39€ with IGIC / 24,19€ with IVA). The 250 minutes do not roll over or accumulate if unused.

Line Guard: By contracting Line Guard, Direct Telecom will cover costs incurred by the national operator in the event of minor internal repairs such as changing the PTR, the internal line or phone socket as well as the time and travel costs presented by the engineer. For every contract period, Line Guard will cover a maximum of 100€ worth of repairs. If the client decides to authorise a repair with a superior amount that is billed to Direct Telecom, then the difference payable will appear on the next client invoice. Line Guard is only valid for residential clients with ordinary analogue (RTB) landlines. Line Guard does not cover RDSI (ISDN) lines or repairs in business premises. Faults/repairs are reported/requested to DDT during office hours: +34 922711003. Line Guard is void if the line has been manipulated by the client.

Operator preselection (only copper RTB or RDSI lines)

The facility to pre-assign or preselect an operator allows the users of landline telephone services available to the public to allocate the operator they wish to use for their call traffic, in accordance with the modality of the selected preselection without the need to previously dial the operator selection prefix (1051) for DDT in every call.

DDT will offer this facility to clients so long the dominant operator (Movistar de España S.A.U) implements the necessary operator preselection mechanisms for the lines of the subscribers connected to the digital telephone exchanges, in accordance with the "Report 1/2001 of 21st of June from the Comisión del Mercado de las Telecomunicaciones, regarding the implementation of operator preselection by the access operators obliged to provide in the public network market of land line telecommunications.

Preselection is the simplest routing modality for the client, as it can guarantee the correct call routing of the type of calls that the client has contracted, without the need of additional action in the client equipment. It eliminates the need to dial the 1051 prefix, reprogram the switchboard (centralita) or install a dialling device, achieving complete independence from equipment.

In order to correctly process the call preselection through DDT, the client must return the present application correctly completed and signed on the reverse, assuming in virtue of this application that your calls, depending on the type of chosen preselection, will be transferred from Movistar to DDT for call routing and management. If the client while making a call introduces a prefix from an operator other than DDT, then Movistar will transfer the call routing through the operator that owns the prefix, with independence of the operator preselection made.

DDT will inform the client of the facility activation the moment Movistar de España S.A.U informs DDT that the preselection has been carried out. The client will be required to continue using the 1051 prefix until the activation of this service has been confirmed.

In the case of being operator preselected, it is not possible to be simultaneously preselected with another operator.

Types of preselection or modification of the contracted preselection.

-Long distance preselection: all provincial, inter-provincial and international calls to landlines or mobiles will route through DDT.

-Global preselection: all long distance calls, metropolitan calls to landlines or mobiles will route through DDT.

-Inclusion of metropolitan calls: all metropolitan calls as well as long distance calls to landlines and mobiles already contracted. This option can only be contracted if the client already has long distance preselection contracted.

-Global Extended preselection (DT OneBill): Includes provincial, inter-provincial and international land line and mobile calls as well as calls made to intelligence networks (includes personal numeration and excludes automatic reverse charged calls as well as radio services and calls generated by supplementary services). For your own security, calls to services of additional charges (807, 806, 807, 905 and 907 numbers) have been blocked by default. Access to these numbers can be enabled if the client applies and if required, a consequent client risk analysis will be performed by BT/DDT before approval. The Global Extended preselection can only be contracted together with the DT OneBill service.

Processing the preselection application.

The DT OneBill service allows DDT to bill the client for the (1) connection (alta) of the line, the calls that cannot be preselected (except calls routed by dialing the prefix of an operator other than Movistar (2), the monthly telephone line rental fee (3), the supplementary services associated to the line (except closed user group services, RPV and telecomputed services (4), rental and maintenance services of the line subscriber's terminal equipment and if it is the case, any other services charges presented by Movistar

(5).

(1) Where possible, the service also allows for the possibility to contract a new line. In this case, DDT proceeds to charge for the corresponding connection (alta).

(2) The DT OneBill service will not allow the 1077 prefix from Movistar to be dialed from the date of modification in the commercial management system associated to DT OneBill line. (3) The types of lines that can be used for this service are the individual analogue lines, the TRAC lines migrated to GSM/LMDS/Satellite and the basic digital RDSI lines. Contracting the service on a RDSI line implies that all lines associated to the access line will be preselected.

(4) Due to the incompatibility of such services, they will automatically be canceled with Movistar once the DDT service is contracted.

(5) In the event that Movistar was to present an additional charge to the client for services not included previously, then these will be billed by DDT to the client.

The client is to pay DDT for each and every one of the concepts corresponding to service provided and according to the rates established and announced to the client as well as Published on the DDT website (www.direct-telecom.es) DDT will inform the relevant organisations of any modifications made to the rates within at least 10 days and to the client within at least one month before the modified rates are valid. The notification to the client may be done through the DDT website (www.direct-telecom.es) as well as alternative means, and if requested by the client, the notification can be sent in writing. With this service, and with the previously mentioned exceptions, the client understands that their billing contract is modified with Movistar in a way that the client will receive one unique bill from DDT for all the voice services contracted and associated to their telephone line where the client must only contact DDT for any further service management included with the service.

In order to correctly process the service application of DT OneBill line and to ensure the correct running of the service, DDT must count on the relevant data relating the client to Movistar &/or previous provider. Amongst this data can be anything related to billing, payments, non-payments and additional services that are contracted. By the same token, once the service has been contracted, DDT will have to pass certain client data on to Movistar &/or the previous provider such as personal ID number changes, subscription data or service suspension data. For this reason, the client authorises DDT to share the necessary information with Movistar/the previous provider & network partners.

DDT informs the client that in the event of the client suspending the service with DDT, or DDT suspending the DT OneBill line service (denominated as Acceso Mayorista a Línea Movistar or AMLT for RTB/ISDN lines), then Movistar will automatically take over the billing and provisioning of service of all the services previously contracted with DT OneBill line.

DDT will be able to temporarily suspend the DT OneBill line service in the event of the client not paying invoices or being in debt with DDT. The client will be automatically set to debt status if the payment of the outstanding amount is not paid on time, without a need of further requirements and will also be obliged to pay interest on delayed payments as established in the land line service contract.

The client will be able to process the suspension of the preselection service as well as DT OneBill line service with DDT (as indicated in point 16) as well as Movistar.

If the client decides to suspend the services via Movistar, then the client must also inform DDT so that DDT does not continue to bill the client.

DDT will be exonerated from any responsibility and can continue billing for the service if the client does not communicate these circumstances to DDT, limiting the responsibility only to refund the client for the quantities billed where DDT have not been billed by BT/ Movistar or other network partners. This is also applicable if the client decides to contract services with an operator other than DDT. The cancellation of the preselection service and/or unique billing will also cancel the DT OneBill line service unless the contrary is requested by the client.

The preselection service and the DT OneBill line service are jointly provisioned with the DDT landline service (DT OneBill). The service provisioning conditions are applicable in all the aspects not contemplated in this document. (only RTB/ISDN).

Preselection Unit.

- **Individual:** This is the preselection of one single land line number. It is possible to individually preselect individual lines and individual numbers of a basic access landline, of a analogue switchboard (centralita), analogue link lines, primary access lines or of ISPBX groups.

- **In blocks:** Is the unitary form preselecting a group of telephone numbers that belong to the same basic access, to one analogue switchboard (centralita) or analogue link lines, to a primary access or a ISPBX group. When preselecting in "block", if one line is preselected of any of the forms of access, then all lines associated to the main access will be preselected.

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 preservation 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 fulfillment 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, email or other equivalent means, with this consent always being revocable in nature, without retroactive effects.

The client understands that DDT works with numerous network partners, providers & technologies and authorises DDT to switch/change networks/providers and technologies if so required to guarantee optimal performance for DDT and its clients.

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.

Note: It is highly recommended that any CONTACT between the client and Movistar/previous provider is communicated to DDT immediately in order to make sure no involuntary changes are made to the line by Movistar or any other providers.

The client will have to review the content of the data overlaid, correcting any incorrect information that may appear. In the event where the client of DT OneBill is not the actual line holder, then the line holder's data will also need to be provided in the form which will need to be signed by the line holder.

The client must specify the telephone numbers of the lines that the client wishes to preselect in part 2, as well as indicating the corresponding preselection unit.

The client must sign and return the two copies of this application. We recommend that the client also keeps a copy.

In accordance with the current regulations, the facility to preselect is compatible with the supplementary and optional services the client may have contracted with the access operator, three way conference, immediate call divert, call waiting indicator and network answer phone, where the network operator will be responsible for maintenance of the mentioned services and the telephone line installed, unless the DT OneBill line service is contracted in which case the previously mentioned services will be billed by DDT to the client.

To contact DDT directly, please call +34 922711003 (mon-fri: 09:00 - 17:30 GMT) V.2022/11/0.1