



GENERAL TERMS AND CONDITIONS FOR THE FIBRE OPTIC SERVICE

1. PURPOSE AND PARTIES

1.1 Purpose:

1.1.1 These General Conditions (hereinafter, the "Agreement") apply only when the Broadband Service (hereinafter, the "Service") is contracted, either independently or bundled with other services.

1.2 Parties:

1.2.1 The parties to the Agreement are:

OLIVENET NETWORK S.L.U. (Olin) CIF (Spanish Tax ID Code): B93340198. Registered address: Calle Pepita Barrientos, 7, Office 313, 29004 Málaga. A duly registered company in force, recorded in the Málaga Registry, Volume 5294, Page 41, Sheet MA-123825. Client service phone: 1560 (hereinafter, "Olin").

1.2.2 The Client, as identified in the section "Client Details" (hereinafter, the "Client").

1.2.3 Hereinafter, Olin and the Client shall be jointly referred to as the "Parties".

2. SERVICE AND RATES

2.1 Broadband Service:

2.1.1 The broadband service provides a continuous data connection with maximum transmission capacity.

2.1.2 This service enables access to the Internet.

2.1.3 The Service is delivered through specific equipment provided by Olin according to the agreed contract terms.

2.1.4 This equipment relies on electrical power and will stop working or may function improperly in the event of a power outage. Olin is not responsible for such interruptions or malfunction.

2.2 Convergent Service:

2.2.1 Services shall be considered Convergent Services when the Client simultaneously contracts with Olin both broadband service and mobile telephony service, provided that the holder of all such services has the same NIF, NIE, and/or passport number.

2.2.2 The special conditions for Convergent Services established in Clause 21 of the Agreement shall apply and shall prevail over the general conditions applicable solely to the Service.

2.3 Rates

2.3.1 The Client must pay Olin the amounts corresponding to the service provided, in accordance with the applicable rates at any given time.

2.3.2 The Client shall pay for the Service from the moment it is made available to them, regardless of whether the Client has connected the necessary equipment and/or uses it.

2.3.3 The Client acknowledges being aware of the current conditions of the various Service rates, which can be consulted at any time on Olin's website (www.olin.es).

2.3.4 In the first quarter of each calendar year, effective in January, Olin may update Service rates by applying the year-on-year Consumer Price Index (CPI), or any national index replacing it, published in October of the previous year and corresponding to the period from October of the preceding year to September of the year immediately before the update.

2.3.5 Olin will update the rates in the first quarter of each year regardless of the Service activation date. For commercial and transparency reasons, the updated price will be rounded down where possible.

2.3.6 Olin will inform the Client of the updated rates one month in advance via the monthly invoice, email, notification in the Client's personal area and/or SMS. Information on rate updates will also be available on Olin's website.

2.3.7 Olin may amend these General Conditions and revise current prices if any of the following circumstances arise:

i. An increase in costs within the business sector in which Olin operates that affects coverage, network quality, or Service features.

ii. Technical changes in services or supplies from providers associated with the Client's Service.

iii. Regulatory changes, including taxes, fees, or administrative or judicial decisions affecting Service provision conditions.

2.3.8 The rate update procedure does not constitute a modification of the Agreement's terms. Its application does not grant the Client the right to terminate the Agreement early without assuming any applicable penalties linked to contractual commitments, such as minimum-term charges. Failure by the Client to respond within the given timeframe will be deemed acceptance of the new price.

3. INSTALLATION CONDITIONS

3.1 Installation Period.

3.1.1 The estimated installation period for the equipment necessary to provide the Service is up to 15 working days from the signing of the Agreement.

3.1.2 This period shall not apply in cases of special technical difficulty requiring additional work

not foreseen in the Agreement and/or causes not attributable to Olin, such as delays by the homeowners' association in authorising necessary works (in accordance with Article 45 of the General Telecommunications Law and its regulations), or any other causes beyond Olin's control.

32 Installation Authorisations

321 For the purposes of clause 3.1, it shall be the Client's responsibility to obtain all necessary authorisations, permits, and licences so that Olin's designated personnel may access the Client's premises, if required, and carry out the necessary installation.

33 Installation Time

331 The connection may take several days, always within the general period of up to 15 working days, during business hours from Monday to Friday, as referred to in clause 3.1.

34 Installation Cost

341 The basic installation cost covers work for installations of up to 200 metres of fibre. Additionally, this cost does not include any special works that may be required at the specific premises.

342 The basic installation cost is €120 (VAT included).

343 This cost is waived if the Client agrees to a 12-month minimum commitment.

344 If, after evaluating the installation service, more than 200 metres of fibre are required, the Client will be informed and must approve the installation and the additional cost by signing. In this case, the cost will be calculated at a rate of €1 per metre.

345 Furthermore, if the installation requires special construction work, a quote will be provided at that time, and the Client must approve both the work and the additional quoted cost by signing.

4. EXCLUSIONS AND PROHIBITIONS

41 Exclusions

41.1 The Agreement excludes maintenance and technical support for any device not provided by Olin.

42 Prohibitions

421 Modification of the distribution network.

421.1 The Client is prohibited from modifying the FTTH (Fibre to the Home) distribution network, as well as making connections to it without the prior express written authorisation of Olin. Any work on the network must be carried out by Olin.

422 Misuse of equipment

422.1 The Client is prohibited from misusing the equipment provided by Olin for the Service. For the purposes of this section, misuse includes any use different from that for which the equipment was supplied.

422.2 The Client may not transfer, donate, or assign the use of the equipment—whether temporarily or permanently—to a third party without Olin's prior written authorisation.

423 Misuse of the service

423.1 The service is provided solely for private use at the Client's installation address. Resale and/or distribution of the service is prohibited, as well as sharing it with individuals outside the Client's household.

423.2 Use of the service in public premises, for groups, homeowners' associations, or any other use not permitted under these conditions is expressly prohibited. Such uses may only be contracted under specific business agreements.

424 Violation or manipulation of data

424.1 Any attempt by the Client to breach internet access levels, improperly manipulate data, duplicate or export data or information protected by intellectual property or other legal rights, or use the service for purposes other than those contracted with Olin, will entitle Olin to automatically terminate the service and access to it. This is without prejudice to Olin's right to take any legal action it deems appropriate.

424.2 Olin shall in no case be liable, not even indirectly or subsidiarily, for the products or services provided, used, or offered by the Client or by third parties or entities through the Internet access services provided by Olin, or that are distributed through its network.

424.3 Olin shall in no case be liable, not even indirectly or subsidiarily, for any content, information, communication, opinion, or statement of any kind originating from the Client or from third parties or entities, which are communicated, transmitted, sold, or displayed through the Service provided by Olin or through Olin's network.

425 Liability for Content

425.1 The Client releases Olin from any liability related to the quality, accuracy, reliability, correctness, or morality of data, programs, information, and opinions, regardless of their origin, that circulate through its network or through networks that the Client may access via Olin's network.

425.2 The Client assumes sole responsibility for any consequences, damages, or actions that may arise from access to the aforementioned content, as well as from its reproduction or dissemination.

426 Liability for Client Infringements

426.1 Olin shall not be liable for infringements committed by the Client or by third parties that affect copyright, trademarks, patents, confidential information, or any other intellectual or industrial property rights.

426.2 Without prejudice to the foregoing, Olin may, at its sole discretion and without giving rise to any compensation, immediately suspend the provision of the service without prior notice and, where appropriate, remove illegal content circulating through its network if it becomes aware, by any means, that the Client is violating third-party rights (such as rights to privacy, honour, image, secrecy of communications, intellectual and industrial property, data protection, etc.); or if the Client is using Olin's server for the publication, dissemination, advertisement, or distribution of any material, subject matter, or information containing illegal, obscene, pornographic, abusive, defamatory, misleading content, or content contrary to morality or public order; as well as for the introduction of any computer virus, remote access tools, defective files, or any other software or program that may cause damage or unauthorised alterations to content, programs or systems accessible through such services; or for altering or fraudulently interfering with

personal websites or email accounts of other users without their authorisation; to send mass and/or repetitive emails (spam) either to third parties, whether Olin clients or not, or to Olin's own servers; or to use improperly or inappropriately, outside their normal function and purpose, any services that may be provided on any website or online service. Olin shall be liable exclusively for the Service it provides directly and for content directly created by Olin and identified with its copyright.

4263 Such liability shall be excluded in cases of force majeure or when the Client's equipment configuration is not suitable for the proper use of the Service provided by Olin.

427 Security in Computer Systems

4271 The Client assumes responsibility for equipping their computer systems with appropriate security measures to prevent the introduction of viruses, malware, and other unwanted intrusions. Olin shall in no case assume any cost or compensation for damages or loss of profit resulting from such third-party intrusions via the Internet.

428 Activities Prohibited by Law

4281 The Client undertakes not to use the Service infrastructure to carry out or promote activities prohibited by law.

4282 The Client is responsible for ensuring compliance with these clauses by any person authorised by them to use the Service.

4283 The Client agrees to respect the usage restrictions of each service and access to other networks (such restrictions will be communicated by Olin or the information provider).

4284 Responsibility for access to and use of content circulating on the Internet shall be governed by the remaining clauses of the contract for all matters not expressly regulated in this clause.

429 Intellectual property rights

4291 The Client acknowledges that the information accessible through the Service may be protected by intellectual, industrial, or other property rights.

4292 Unless otherwise agreed between the Client and the rights holder, the Client undertakes to use such information exclusively for their own needs and not to directly or indirectly exploit commercially any services to which they do not have access or the results obtained through use of the Service.

4293 The Client shall refrain from any conduct in the use of Internet resources that infringes the intellectual or industrial property rights of third parties or of Olin, holding Olin harmless from any judicial or extrajudicial claims arising from such use.

43 Access by technical staff

431 The Client agrees at all times to allow Olin's technical personnel access to their premises to carry out any checks and/or repairs necessary for the provision of the Service, granting them full freedom of movement on the scheduled date, and undertakes to allow access for Olin to perform any connection, disconnection, repair or other necessary work.

5. BILLING AND PAYMENT METHOD

51 Billing Method

511 The billing method shall be postpaid.

52 Payment conditions

521 The Client shall make monthly payments corresponding to the service provided, in accordance with the rate indicated in the contract.

522 The corresponding amounts will be invoiced between the 1st and 10th of each calendar month following the provision of the Service.

53 Invoice availability

531 The Client may view and download their invoices in the Client Area.

54 Invoice Payment Method

541 Invoice Payment Methods

542 Direct Debit Payments

5421 If the Client chooses payment by bank direct debit by signing the corresponding document (SEPA), the Client expressly authorizes charges to the provided bank account.

5422 The Client is responsible for ensuring sufficient funds are available in the account during this period and for providing the necessary authorization to their bank for payment of invoices issued by Olin.

5423 In the event of returned invoices, the Client shall be responsible for paying Pending Invoice Management Fees.

5424 Payments of returned invoices and Pending Invoice Management Fees will not be resubmitted to the bank and may only be paid via the Client Area, bank transfer, or at Olin Stores using a debit or credit card.

543 Non-Direct Debit Payments

5431 If the Client has not opted for direct debit (SEPA) and instead chooses to pay in cash or by credit/debit card at Olin Stores, they must pay the corresponding amount before the 10th day of each month following the service period. Failure to do so will result in Pending Invoice Management Fees being charged.

5432 Notification of unpaid invoices

54321 Olin will notify the Client of unpaid invoices only via SMS, sent to the phone number provided in the Client's records.

54322 The Client expressly accepts this phone number for notification purposes.

544 Payment of unpaid invoices

5441 Payment processing for unpaid invoices and service reactivation will occur within a maximum of 2 working days.

6. SERVICE SUSPENSION

61 Cause for suspension

611 In the event of non-payment of an invoice, Olin may temporarily suspend the Service until all outstanding invoices and the corresponding Pending Invoice Management Fees are fully paid.

6.2 Billing during suspension

6.2.1 Suspension of the Service does not interrupt billing under any circumstances, as the Client is responsible for remaining up to date with payments.

6.3 Integration of contracts

6.3.1 All past and future contracts between the Client and Olin related to services shall be considered a single integrated contract, with newer terms overriding older ones. Clauses from previous contracts shall not apply where newer contracts are silent.

6.3.2 In case of non-payment under any one contract, Olin may suspend all services simultaneously across all connections.

7. SERVICE QUALITY

7.1 Provision of the Service

7.1.1 Olin shall make its best efforts at all times to ensure the highest quality in the provision of the Service, which in any case will comply with the minimum requirements established by current legislation.

7.1.2 Olin shall not be liable for any interruption or malfunction of the Service due to prolonged power outages, telecommunications line failures, breakdowns or malfunctions of external technical means, force majeure, unforeseen events, or actions or omissions directly or indirectly attributable to the Client or third parties unrelated to Olin, in accordance with Article 147 of Royal Legislative Decree 1/2007.

7.2 Provision under force majeure situations

7.2.1 The provision of internet access services involves the possibility of force majeure situations such as trunk cable breaks, server incidents, cyberattacks, etc.

7.2.2 Accordingly, Olin guarantees 90% uninterrupted internet service, leaving 10% for the resolution of possible incidents caused by force majeure.

7.2.3 Under no circumstances shall Olin be liable for intangible damages that may arise for the Client from the use of the contracted service, such as commercial loss, operational loss, or loss of profits.

7.2.4 Olin's liability for damages caused by fault or negligence, as well as compensation for damages and payment of interest in case of breach, shall in no case exceed the total amount paid by the Client under the Agreement (excluding discounts or bonuses).

7.2.5 Interest payments will be calculated proportionally based on the number of days without internet service, provided such periods exceed the allowable margin for resolving the incidents mentioned above.

7.3 Compensation to Clients

7.3.1 Olin undertakes to compensate the Client by refunding the subscription fee, if previously paid, as well as any other fixed charges, on a pro rata basis according to the duration of the interruption.

7.3.2 In any case, Olin will automatically compensate the Client in the invoice for the relevant billing period when a service interruption, whether continuous or intermittent, exceeds six hours between 08:00 and 22:00, in accordance with Article 16 of Royal Decree 899/2009.

7.4 Contracted Internet Speed

7.4.1 It is stated that the quality of the Service, such as the contracted internet speed, is guaranteed only when the connection is made via Ethernet cable. It may be affected by external factors beyond Olin's control (such as the type or model of the Client's device, distance from the router, Wi-Fi access, etc.).

8. PAUSE SERVICE

8.1 Purpose

8.1.1 The Pause Service allows temporary suspension of the broadband service at the Client's request, under the applicable specific conditions.

8.2 Activation of the Service

8.2.1 The Pause Service may be activated after at least one month has been billed from the start of the Service, provided the Client is up to date with payments.

8.2.2 To activate the Pause Service, the Client may request it via the Client Area, by calling Customer Service (1560), or at any Olin Store.

8.3 Cost of the Service

8.3.1 The cost for the period during which the service is in Pause mode can be consulted on Olin's official website.

8.4 Minimum service period

8.4.1 The minimum period during which the service must remain in Pause mode is counted in full days, provided that at least 10 calendar days have passed between the last reactivation and the next suspension.

8.4.2 Deactivation of Pause (reactivation of the standard service) may be carried out on any day of the month, paying only for the days the service is active.

8.5 Maximum service period

8.5.1 The maximum suspension period is 180 days within a calendar year (1 January to 31 December).

8.5.2 If this limit is exceeded, the Service will be automatically restored and billed according to the selected rate.

8.5.3 The Client will be notified by email when the service is activated.

8.5.4 In the case of automatic reactivation due to exceeding the limit, the Client will not be able to suspend the service again until 1 January of the following year.

8.5.5 Once the new year begins, it is the Client's responsibility to request a new suspension if needed.

- 8.5.6** The calculation of maximum days will be prorated if the service has not been active for a full calendar year.
- 8.6** Limitations and restrictions
- 8.6.1** Technical conditions
- 8.6.1.1** Due to technical conditions, the Pause Service is not available if the Client has opted for additional services such as Static IP, alarm systems, PBX (switchboard), maintenance, equipment rental, 4G Backup, fixed telephony or mobile telephony.
- 8.6.2** Administrative procedures
- 8.6.2.1** While the Client's service is suspended under the Pause mode, it will not be possible to carry out any administrative changes or schedule another future suspension. To proceed with any administrative request, the service must first be reactivated.

9. TERM OF THE AGREEMENT

- 9.1** Term
- 9.1.1** This service agreement is of indefinite duration and takes effect from the date of signing.
- 9.2** Minimum commitment
- 9.2.1** Purpose
- 9.2.1.1** If the Client subscribes to a minimum commitment clause, they receive financial support from Olin, typically in the form of waiving the initial installation cost specified in the first page of the Agreement.
- 9.2.1.2** The Client agrees to maintain the Service linked to this financial benefit for the period specified in the agreed minimum commitment clause, in accordance with the limitations set out in Article 85.5 of Royal Legislative Decree 1/2007.
- 9.2.2** Initial commitment period
- 9.2.2.1** The commitment period begins from the date the Service becomes available (i.e., successful installation).
- 9.2.3** Change of tariff
- 9.2.3.1** The Client may change their tariff to a lower, equal, or higher-priced plan without affecting the agreed minimum commitment period.
- 9.2.3.2** In case of a tariff change, the Client must pay an administrative fee of €5 (VAT included).
- 9.2.4** Pause Service
- 9.2.4.1** Days during which the Pause Service is active will not count toward the minimum contract duration.
- 9.2.5** Special promotions
- 9.2.5.1** The calculation of the commitment period will also not be affected by promotions that involve a 100% reduction in the service fee.
- 9.2.6** Legal claims
- 9.2.6.1** Olin reserves the right to pursue legal action to recover any outstanding amounts owed, in accordance with the Agreement clause.

10. CANCELLATION CONDITIONS

- 10.1** Unilateral termination
- 10.1.1** Olin is entitled to terminate the Agreement unilaterally if the Client fails to comply with any of the obligations arising from it, including ancillary obligations.
- 10.1.2** Olin may also terminate the Agreement for the following reasons:
- 10.1.2.1** Cessation of business activities.
- 10.1.2.2** Serious breach by the Client of the obligations set out in the Agreement.
- 10.1.2.3** Events of force majeure or unforeseen circumstances.
- 10.1.2.4** When the Client engages in unlawful or illegal activities, or acts contrary to good faith or public order, or uses the Service in breach of applicable regulations or in a way that infringes the rights and privacy of others.
- 10.1.2.5** When the Client distributes content or propaganda that is racist, xenophobic or infringes human rights or any legal provisions.
- 10.1.2.6** In the event of inappropriate treatment or insults directed at Olin employees.
- 10.1.2.7** If Olin detects fraudulent actions by the Client that allow third parties not party to the Agreement to benefit from the Service.
- 10.1.2.8** Actions by the Client that may harm Olin's reputation or image.
- 10.1.2.9** When the Client makes abusive or unreasonable use of the Service or uses it for purposes other than those established in the Agreement.
- 10.2** Client request
- 10.2.1** The Client may cancel the service by providing up to 30 calendar days' notice prior to the desired termination date.
- 10.2.2** Cancellation requests must be made by calling Customer Service: 1560.
- 10.2.3** After the request, the Client must sign the cancellation document, which Olin will send to the email address listed in the Client's contact details.
- 10.2.4** The cancellation will only be considered complete once the form has been signed.
- 10.2.5** The Client is responsible for proving that the cancellation request was made.
- 10.3** Return of financial support and loaned equipment
- 10.3.1** Upon cancellation of the Service, the Client is required to pay the cost of the work and materials used in the installation (construction contract) corresponding to the financial support received from Olin and return the equipment provided by Olin (router) to any Olin Store within 30 calendar days from the cancellation date.
- 10.3.2** If the router is not returned, is returned damaged, or is returned late, a charge of €108.90 (VAT included) will be applied.
- 10.3.3** The obligation to return the router is independent of the financial support received.
- 10.3.4** If the Client cancels the service covered by this contract before completing 6 (six) months of the minimum commitment period, the Client is required to pay the full cost of the work and materials used in the installation (construction contract), corresponding to the financial support received from Olin.
- 10.3.5** If the Client cancels the service after completing 6 (six) months of the commitment period, the Client must pay a proportional amount corresponding to the remaining months needed to fulfill the commitment period for which they received financial support from Olin.

- 10.3.6 Termination of the Agreement does not release the Client from their obligations until the Service has been definitively disconnected.
- 10.3.7 The termination of the Agreement, for any of the reasons stated above, shall take effect on the date when the Service is effectively disconnected.
- 10.3.8 Without prejudice to the termination of the Agreement, Olin may take legal action to recover outstanding amounts, accrued interest, and any damages resulting from the Client's actions or omissions.
- 10.3.9 Olin may unilaterally terminate the Agreement related to this Service if it determines that the Service has remained unpaid for a period of 3 months.

11. NOVATION OF THE AGREEMENT

- 11.1 This Service and any related services may be amended in good faith through actions such as a tariff change, relocation, or change of account holder.
- 11.2 The conditions applicable to such contracts can be consulted in the Client Area at www.olin.es.
- 11.3 The amendments referred to in clause 11.1 require the signing of a new contract and therefore result in termination of the previous Agreement.
- 11.4 In the event of relocation, Olin is not responsible for ensuring service coverage at the Client's new address.

12. DATA PROTECTION

12.1 Data controller.

Olin informs the Client that it is the controller of the Client's personal data, which will be processed in accordance with Regulation (EU) 2016/679 of 27 April (GDPR) and Organic Law 3/2018 of 5 December (LOPDGDD).

12.2 Data processed.

The personal data processed are those provided by the Client through the Service subscription form. Olin will also process any personal data obtained during the provision of the service throughout the term of the Agreement.

12.3 Purpose of processing.

The data will be processed for the following purposes:

- 12.3.1 Proper and complete provision of the Service in execution of the Agreement.
- 12.3.2 Sending the Client commercial offers and communications about the Service or other services provided by Olin or companies within the TUCA BIDCO, S.L. Group that may be of interest.
- 12.3.3 Carrying out checks on the Client's creditworthiness, including, not in a limiting manner, consulting databases of unpaid debts.
- 12.3.4 Creating a commercial profile of the Client based on the data provided in the Agreement combined with telecommunications traffic data generated through use of the Service, in order to offer tailored commercial and advertising content suited to the Client's needs or interests.
- 12.3.5 Conducting studies, analyses, or surveys on quality and customer satisfaction in relation to the Service.
- 12.4 The purposes described in sections A.12.3.1 and A.12.3.5 are based on the execution of the Agreement.
- 12.5 The purposes described in sections A.12.3.2, A.12.3.3, and A.12.3.4 are based on the Client's consent, which may be withdrawn at any time with immediate effect.
- 12.6 Data sharing (recipients). Olin may transfer the Client's personal data to TUCA BIDCO, S.L. and to companies within its corporate group, as defined in Article 42 of the Spanish Commercial Code, for the purpose of offering products and services from the TUCA BIDCO Group that may match the Client's needs or interests. No international transfers of the Client's personal data are foreseen.
- 12.7 Data retention period.
- The Client's personal data will be kept only for as long as necessary to fulfil the purpose of the processing or, once that period has ended, for the time required to comply with applicable legal retention obligations.
- 12.8 Client rights in relation to their data
- The Client has the right to access, rectify, erase, restrict processing of, or request portability of their data by contacting the data controller or the Data Protection Officer, whose contact details are provided at the end of this section.
- 12.9 The Client may also lodge a complaint with the Spanish Data Protection Agency if they consider that their data has not been processed in accordance with the applicable regulations.
- 12.10 If the Client provides contact details of third parties, they undertake to inform them of the content of the above clause.
- 12.11 Olin acts as data controller in accordance with the GDPR and Organic Law 3/2018 for the purpose of maintaining a commercial relationship and will retain the data only for as long as necessary for that purpose.
- 12.12 The data will not be disclosed to third parties. The Client may exercise their rights of access, rectification, portability, erasure, restriction and objection at AVDA MIGUEL DE CERVANTES, S/N, EDIFICIO ALBATROS V, LOCAL 11/12, 29660 MARBELLA (MÁLAGA). Email: rgpd@olin.es Complaints may be submitted at aepd.es. Contact details of the DPO: Av. de Andalucía, 42 Edif. La Espiga, 2ªA – 29680 Estepona (Málaga) – info@lexdatos.es

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement is governed by the laws of the Kingdom of Spain.
- 13.2 In the event of litigation, the parties expressly waive any jurisdiction that may correspond to them and expressly submit to the courts and tribunals of the judicial district of the place of service, except in cases of claims made by Olin against the Client.

14. SUBMISSION TO THE CONSUMER ARBITRATION SYSTEM

- 14.1 The Client and Olin may voluntarily submit any dispute or claim arising from the Agreement to the consumer arbitration system, except in cases of delay or non-payment by the Client. For all legal matters that are prerequisites for or result from the arbitration procedure, the contracting parties expressly submit to the jurisdiction and competence of the courts corresponding to the place of service.

15. WITHDRAWAL

- 15.1 The Client has 14 calendar days from the date of signing the Agreement to withdraw from it.
- 15.2 During this period, only the days of service actually used will be billed.
- 15.3 If installation work has been carried out, the Client must pay for it, and if it has been paid previously, it will not be refunded, as this constitutes a separate work contract.
- 15.4 To exercise the right of withdrawal, the Client must notify Olin of their decision to withdraw from the contract through an unequivocal statement (e.g., a letter sent by postal mail or email) indicating the full installation address for withdrawal. For this purpose, the Client may use the withdrawal form available on our website www.olin.es, although its use is not mandatory. The communication exercising the right of withdrawal may be sent by email to bajas@olin.es or to the following address: Avenida Miguel de Cervantes, S/N, Edificio Albatros V, local 11/12, 29660 Marbella (Málaga).
- 15.5 If the 14-day period expires, or if the contract has already been executed, and the Client does not wish to continue with the Agreement, it will be treated as an early termination and governed by the rules established in Clause 10 of this agreement.

16. SERVICE

- 16.1 Olin reserves the right to modify the Agreement clauses, tariffs, and other integrated conditions, notifying the Client by sending an email to the address provided in the Agreement at least 30 calendar days before the new conditions take effect. The Client may terminate the Agreement without penalty or cost, except for the payment of economic support for installation work not affected by the modifications, and may renegotiate the clauses subject to modification.
- 16.2 Olin will notify the Client of changes, incidents, and/or any other relevant information via the email address provided.
- 16.3 Olin may also provide information about possible issues or incidents through its website or social media channels.
- 16.4 Olin is not responsible if the data provided by the Client is inaccurate or no longer valid. The Client acknowledges that their email account is personal and not accessible to others. In the case of acceptance of terms or negotiation of clauses via email, the Client is fully responsible for the consent given through communications or interactions in the Client portal linked to their email.
- 16.5 If the Client blocks or cancels email notifications from Olin, they accept that they will not receive informational emails from Olin.

17. NEGOTIATION

- 17.1 The Client acknowledges having exercised their right to negotiate the terms of the Agreement.
- 17.2 The Client has the right, after signing the Agreement, to negotiate the choice of payment method and forms of notification.

18. MAINTENANCE AND BREAKDOWNS

- 18.1 Breakdowns occurring in equipment and installations provided by Olin will be repaired as soon as possible after Olin becomes aware of them.
- 18.2 If the Client uses their own router device in bridge mode, Olin is exempt from any technical responsibility for it while this mode is active, as Olin does not have access to its configuration or control.
- 18.3 The subscription fee includes network maintenance up to the PTR (Network Termination Point), unless the malfunction is attributable to the Client.
- 18.4 During the term of the Agreement, and unless otherwise agreed by the Parties, Olin will perform ordinary maintenance of the provided equipment.
- 18.5 However, all costs and expenses arising from the repair of equipment that has been tampered with, manipulated, or modified by the Client or any unauthorised technician, or used for purposes other than the contracted service, will be borne by the Client.
- 18.6 When the severity of a malfunction or the difficulty of repair so advises, or when faulty equipment cannot be repaired at the Client's premises, Olin may replace the equipment with identical or similar devices.
- 18.7 If a malfunction occurs due to Olin's responsibility in equipment owned by Olin, inspection, repair or replacement will be carried out at no cost to the Client.
- 18.8 Conversely, if the malfunction is attributable to the Client (e.g., disconnected or damaged cables, misuse, incorrect configuration of external equipment), the Client will bear the costs generated by the travel and intervention of Olin-authorized technicians. The cost is €40.00 + VAT per hour plus the necessary materials.
- 18.9 Technical visits are carried out Monday to Friday, excluding holidays, from 9:00 to 17:00.
- 18.10 Requests may be submitted Monday to Friday, 9:00 to 18:00 (excluding holidays).
- 18.11 Olin may occasionally interrupt service provision to carry out improvements, repairs, equipment changes, or similar reasons, for the shortest time possible.
- 18.12 The Client expressly consents to such interruptions, which will be communicated in advance by email and there will be a notice in the Client Area or on the website www.olin.es, and exempts Olin from any type of compensation in this regard.
- 18.13 If, for any reason, the Client cannot be present for the appointment with the technician at the scheduled time, they must cancel the appointment by calling Customer Service at 1560 at least 3 hours in advance. Otherwise, the Client will be billed for a false request at 50% of the cost of one hour of work (€24.20 VAT included).
- 18.14 Olin can resolve a large portion of malfunctions over the phone; if the Client refuses to use this method, the technical visit will be billed even if the malfunction could have been resolved remotely, including cases where the fault is attributable to Olin.

18.15 In the case of a technical visit requested by a third party without authorization, Olin is exempt from responsibility in accordance with Articles 1888 to 1894 of the Civil Code, and the Client will be responsible for the corresponding payment, with the option to dispute it with the manager according to the cited legislation.

19. IP ADDRESS

19.1 Olin's network uses CGNAT technology to mask the Client's IP addresses with public IPs for Internet access.

19.2 Since there is no official global geolocation authority that can reliably determine the geographic location of a device connected to the Internet based on the Client's public IP address, some Internet resources may incorrectly identify the country from which the Client is accessing the Internet.

19.3 Olin is not responsible for the accuracy of the information published in geolocation databases used by the Internet resource accessed by the Client to determine their geographic location.

19.4 However, Olin will make every effort to update such information in the most important databases. If there is any discrepancy in this information, to expedite the process, it is recommended to contact the administrator or technical support of the corresponding resource.

19.5 To verify the geolocation of an IP address, it is recommended to visit the main IP information source at: <https://apps.db.ripe.net>.

19.6 The Client may request the additional service of a Static IP at a monthly cost of €15 VAT included (the Pause service is not available due to technical conditions).

19.7 The Static IP provided to the Client by Olin will, in all cases, remain the property of Olin.

19.8 In the event of a delay in payment of the Service for more than 2 (two) months, Olin may, with prior notice to the Client, proceed with permanent interruption of the Service or the corresponding termination of the Agreement, which implies the release of the assigned Static IP address.

20. CUSTOMER SERVICE

20.1 The Client has access to a specialized Customer Service free of charge, which can be contacted by phone at 1560 during the following hours: from 08:00 to 22:00, Monday through Sunday.

20.2 Through this service, the Client may obtain information about the Service, carry out Service-related procedures, submit complaints or claims, and report any contractual incidents that may arise.

21. SPECIFIC CONDITIONS FOR CONVERGENT SERVICES

21.1 The "Pause" service established in Clause 8 of the Agreement will apply exclusively to the fibre product when Convergent Services have been contracted, with the mobile service being billed in full and without the possibility of receiving benefits from convergent service discounts.

21.2 If the Client subscribes to Convergent Services, the rates applicable to Convergent Services published on the website www.olin.es will apply

21.3 If the conditions outlined in Clause 2.2 regarding the definition of "Convergent Services" are no longer met, the specific rates and conditions for Convergent Services will automatically cease to apply, and the general conditions and rates for the individual Service will take effect.

22. CREDITWORTHINESS CHECK

22.1 Please note that prior to contracting, we will check your creditworthiness using common credit information systems (e.g., BADEXCUG, ASNEF, Experian, or Equifax), in accordance with Organic Law 3/2018 of 5 December on Personal Data Protection and Guarantee of Digital Rights. This check is one element within the framework of analysing the subscription request, taking into account other variables such as the sector, existing debts with other companies in our group, or potential risk of fraud. If the analysis results negatively, your subscription request may be rejected, but you have the right to request a manual review of your case.

23. REPORTING UNPAID DEBT TO COMMON CREDIT INFORMATION FILES

23.1 If the Client fails to meet their financial obligations punctually, resulting in a certain, due, and enforceable debt, OLINENET NETWORK, S.L., under its legitimate interest supported by current legislation, will communicate the Client's identifying information and the details of the outstanding debt to the entities responsible for common credit information systems (e.g., BADEXCUG, Experian, ASNEF, Equifax, Judicial Incidents File, etc.) in accordance with the current provisions on credit information systems. For additional information about our legitimate interest, please contact: dpd@olingroup.es