



Note: These specific conditions shall prevail over the provisions of the general terms and conditions of contracting. Therefore, in any situation where there is a conflict and/or contradiction between the provisions set out in the General Terms and Conditions and the Specific Terms and Conditions, the provisions of these Specific Terms and Conditions shall prevail.

A. PURPOSE

The General Terms and Conditions ("GTC") shall govern the relationship between the Service Client (the "Client") and **Olivenet Network S.L.U.** (hereinafter "Olin") in connection with the contracted Services. Reading the GTC is a necessary and prior condition for the activation of the Services and implies the Client's full and unconditional acceptance of each and every provision contained therein. The GTC are also published on Olin's website: www.olin.es.

These Specific Terms and Conditions apply exclusively in the case of contracting the **Virtual Switchboard Service**, whether independently or in conjunction with other services.

1. The Virtual Switchboard Services provided by Olin include workstations equipped with IP hardware, Advisory and Management Services (hereinafter "Workstations"). Olin's Virtual Switchboard Services allow the contracting of Workstations that enable users to make Voice over IP communications both within and outside the registered office(s) (on-net and off-net calls). Contracting this Service requires a minimum of one Workstation (basic, and/or advanced, and/or wireless, and/or analogue, and/or mobile). It is expressly stated that, for the provision of the service, the Client may use either an **optical fibre connection contracted with Olin** or broadband access provided by **third-party operators**. Where internet access is provided by a third party, the Client acknowledges that the correct operation and voice quality will depend on the stability and capacity of such third-party network, and Olin cannot guarantee service quality on networks it does not operate.

2. **Relocation of premises:** The Client may transfer the Olin Virtual Switchboard Service and its associated equipment to a new location while maintaining the validity of the original Agreement and the commitments undertaken, under the following conditions:

- **Network availability:** The presence of Olin fibre network coverage at the new address is a mandatory requirement only when the Client has contracted fibre connectivity with Olin. Where internet access is provided by a different operator, the Client may relocate the Virtual Switchboard Service without requiring Olin coverage, assuming in all cases the limitations and responsibilities arising from the use of third-party networks.
- **Mandatory notification:** The Client must notify Olin of the intended relocation at least 20 days in advance, specifying in detail the fixed and mobile lines affected that must remain linked to the switchboard.
- **Location:** It is the Client's responsibility to provide Olin with information regarding the physical location of each Workstation at the destination premises to ensure correct configuration and technical mapping.
- **Responsibility for works and cabling:** Any work required at the new office to accommodate the service (floor lifting, conduits, wall drilling, or internal cabling) is the exclusive responsibility of the Client.
- **Technical installation costs:** If the Client requests that Olin perform such adaptation works, or if installation at the new premises requires additional cabling or exceeds standard connection time, the following charges shall apply:
 - **Labour:** €39.67/hour + VAT (**Total: €48.00/hour**)
 - **Cabling:** €1.00/meter + VAT (**Total: €1.21/meter**)
- **Equipment Integrity:** The Client assumes responsibility for the transportation and safekeeping of IP terminals. Olin shall not be liable for any damage that the devices may suffer during physical relocation carried out by the Client.
- **Absence of Coverage:** The lack of Olin fibre coverage at the new location will prevent service provision only if the Client has contracted connectivity with Olin. In such case, this shall be treated as early termination of the Agreement due to a reason attributable to the Client, with the corresponding penalty and obligation to return the equipment. Where internet access is provided by a third party, the absence of Olin coverage shall not prevent service continuity.

3. Olin shall cover instances of equipment failure or damage, including replacing IP terminals with others of identical characteristics when required. This does not include IP equipment damaged due to improper use by the Client, nor any equipment purchased outside of Olin's Virtual Switchboard Services. Replacement, where applicable, will be provided with IP equipment of similar specifications within a maximum of 72 working hours.

4. Use of IP equipment contracted through Olin's Virtual Switchboard Services at a location other than the address of the premises stated in this Agreement constitutes unauthorised use and may lead to termination of the Agreement without prejudice to the payment of applicable service cancellation penalties due to unjustified reasons attributable to the Client.

5. Where the Olin Service includes portability of the Client's geographic number, such number will remain linked to the premises designated in the Agreement. The Client acknowledges that such numbering is not portable between different sites on their own, and any relocation or number assignment change must be managed and authorised by Olin to ensure compliance with applicable regulations and proper operation of emergency services.

6. **STATIC IP SERVICE** This service involves assigning the Client a static IP address which shall remain unchanged unless the Service modality or location is modified, network improvements are required, or security against external attacks must be ensured. The Client acknowledges that Olin does not guarantee permanent retention of the same IP address, although Olin will contact the Client in advance by telephone to inform and coordinate any scheduled change. The Static IP service has no inherent minimum term, but any modification for technical reasons does not entitle the Client to terminate the main fibre or switchboard Agreement without paying applicable penalties.

7. Olin shall not be responsible for adapting the Service to the Client's actual requirements; any inadequacy shall not constitute grounds for termination or compensation. Without prejudice to the General Terms and Conditions, Olin shall not be liable for faults or interruptions caused by third-party intervention, misuse by the Client or authorised persons, or inability to provide the service due to force majeure, such as prolonged power outages or failures in third-party telecommunications lines. Additionally, Olin disclaims any liability for damage arising from access, interception, deletion, or alteration of content and communications that the Client transmits, receives, or stores via the Service.

8. SUPPLY AND INSTALLATION OF EQUIPMENT

Olin shall not be liable for any delays in the provision of the Service that are not directly attributable to it. The Client shall be responsible, where applicable, for obtaining any authorisations required from the building management, homeowners' association, or competent authorities for the correct installation of the Services and associated equipment.

Installation of the IP Equipment shall take place during Olin's ordinary working hours, generally Monday to Friday, from 08:30 to 17:00 (please confirm hours for external/IT plant). Any work requested by the Client, or required due to reasons not attributable to Olin, outside of these hours may be invoiced additionally in accordance with the rates in force at that time.

For the proper execution of the installation, the Client agrees to provide Olin with all necessary information regarding the location of the equipment, contact persons, and access to the premises, as well as to permit entry to Olin's technical staff and authorised collaborators.

Should the Client refuse to accept the basic installation necessary for the provision of the Service, Olin shall be entitled to terminate the Agreement immediately and may invoice the Client for any installation costs actually incurred up to the date of termination, up to a maximum amount of €240.

If the Client requests subsequent modifications to the configuration or features of Workstations that have already been installed, or if technician intervention is required for reasons not attributable to Olin, such costs may be invoiced as installation or technical assistance fees, as appropriate.

Where contracting the Olin Virtual Switchboard Service involves the portability of a fixed number from another operator, the Client shall be informed that the portability process will be completed within a maximum of 48 hours from the day prior to installation. Within this period, the Client will be contacted to arrange a visit for the installation process. The Client acknowledges the importance of scheduling this appointment within the indicated timeframe in order to minimise potential interruptions to voice service. If the installation visit cannot take place due to reasons attributable to the Client, the Client agrees that voice service will not be available until the final installation is completed.

The Olin Virtual Switchboard Service shall be subject to a twenty-four (24) month minimum term from the date of activation. This minimum term is established in consideration of installation, technical configuration, and commissioning costs, as well as the provision and use of the equipment necessary for the Service.

In the event of early termination of the Service for reasons attributable to the Client before the expiry of the minimum term, the Client shall be obliged to pay Olin a proportional penalty equivalent to €10 for each remaining month of the term, without prejudice to the obligation to return the equipment in accordance with these Conditions.

9. **OWNERSHIP OF IP EQUIPMENT** The IP Equipment remains the property of Olin. At the conclusion of the Service, Olin shall request that the Client return the equipment within a maximum of 30 calendar days, the Client being liable for any loss or damage caused to the equipment. If the Client fails to return the requested equipment within 30 calendar days of Olin's request,

or if the equipment is not returned in good condition due to misuse by the Client, Olin may charge the Client, once the period has elapsed, a proportional fee corresponding to the equipment's price under the contracted Service, including applicable indirect taxes.

10. FLAT-RATE SERVICE. This flat-rate service applies exclusively to voice calls to national geographic fixed-line numbers within Spain, expressly excluding internet access or data transmission services. Companies whose business is related to telecommunications services, such as call centres, telemarketing platforms, or public telephony points, are not eligible for these rates. Abusive or fraudulent use of the Service is strictly prohibited. Calls to information services 010 and 012, special-rate numbers (901, 902, etc.), premium-rate numbers, and international traffic are excluded from the flat-rate service, unless otherwise specified in the commercial offer. Such calls shall be invoiced in accordance with the rates published on Olin's website.

11. WIRELESS WORKSTATION. To ensure correct service operation, the maximum number of base stations per site within a 50-metre area shall be six units, with a recommended minimum separation of 1.5 metres between them. Each base station may support up to a maximum of eight wireless (DECT) handsets. It is the Client's responsibility to respect these technical limits to maintain communication quality.

12. MOBILE WORKSTATION. The Mobile Workstation allows the Client to have a short extension linked to a mobile line provided by Pro's Mobile of Siptize, fully integrated with Olin's Virtual Switchboard Services. The terms for contracting the mobile line are governed by the separate mobile contract with Pro's Mobile of Siptize. Both services are independent, and the fees and features set out in each specific contract shall apply.

13. FIXED WORKSTATION. The Fixed Workstation allows the Client to have an extension linked to a fixed-line number managed through AIRE Networks, fully integrated into Olin's Virtual Switchboard Services. The use and provision of the fixed line are governed by the AIRE Networks network contract. Both services operate independently, with pricing and features as specified in their respective contracts. This Workstation enables the user to manage all corporate telephony functions from IP terminals or compatible devices, including call handling, transfers, forwarding, and presence management. Calls made from this number will be charged according to the subscribed voice pricing plan, fully integrating into the company's centralised management while maintaining the functionality of a professional switchboard extension.

14. International calls to certain countries (listed at www.olin.es) are disabled by default. If the Client wishes to activate this feature, it may do so via customer support by calling 1560.

15. The Client is responsible for the proper use of the Service and undertakes not to take any action that could damage systems, equipment, or Services accessible directly or indirectly via Olin, including intentional congestion of links or systems, in accordance with the rules set out in this Agreement. Olin operates an internal monitoring procedure across its network links to ensure quality, adjust capacity according to the Client's requirements, prevent interruptions or degradation of the contracted Service, and maintain the quality levels committed to the Client.

16. The Client agrees not to use Olin Services to send mass or indiscriminate information to recipients with whom it has no prior relationship or agreement. Failure to comply with this obligation entitles Olin to charge the Client an additional fee per recipient. If the Client does not accept this fee, Olin shall be entitled to terminate this Agreement and exercise any other rights available to it.

17. To allow use of the Olin Virtual Switchboard Service, an access and identification key will be provided to the Client. This key is the exclusive property of the Client and must be kept strictly confidential. The Client is responsible for any breach of confidentiality relating to this key. The key may be changed either at the Client's explicit request or at Olin's initiative. In such cases, the Client will be notified of the deactivation date of the old key and its replacement with a new one. From that date, the Client shall no longer be liable for any use of the old key.

18. Olin shall not be responsible for the content of information accessed via any online services to which the Service provides connection. Olin shall also not be responsible for any operations performed by the Client using the communications Service. The Client is solely responsible for how queries are conducted (which may be defective, partial, or incorrect) and for any direct or indirect consequences of decisions made, regardless of the information provided or operations performed.

19. Olin shall not, under any circumstances, be liable for the nature, integrity, or legality of data, programs, or information of any kind that the Client or third parties transmit, receive, upload, download or exchange via the contracted Services. Accordingly, Olin expressly disclaims any responsibility for the quality, accuracy, reliability, or correctness of information and content circulating on its networks.

20. The Client must comply with the rules and terms of access to any network or Service via Olin.

21. The Client undertakes to maintain the necessary IT support required for network access.

22. By signing this Annex to the Olin Virtual Switchboard Service Agreement, the Client, through an authorised representative with authority to order payment by virtue of their position or power of attorney, requests the provision of the described Services and accepts the applicable terms, prices, and conditions, as well as the specific usage and information conditions provided on the reverse side, which the Client acknowledges having reviewed prior to signing. In all matters not covered by these Specific Terms, the parties shall be governed by Olin's General Terms and Conditions for Services.

23. **MANDATORY PAYMENT BY DIRECT DEBIT.** The Client expressly undertakes to pay all financial obligations, fees, and consumption arising from the provision of the Service by means of direct debit (SEPA Direct Debit), acknowledging that the existence and maintenance of a valid bank account under the Client's ownership is an essential requirement and condition for the validity and enforceability of this Agreement. For this purpose, the Client authorises Olin to debit the amounts due from the account provided and undertakes to notify any changes to the account details at least fifteen (15) calendar days prior to the issuance of an invoice. The Client guarantees that sufficient funds are available to cover all payments. The absence of a valid account, revocation of the direct debit mandate, or repeated returned payments due to reasons attributable to the Client shall entitle Olin to suspend the Service immediately and, where applicable, to terminate the contractual relationship for serious non-compliance with payment obligations.

24. Prices, promotions, and discounts applicable to the services contracted by the Client shall be those in effect at www.olin.es at the time of service subscription.

25. Olin is committed to the security of its Clients' information and dedicates resources, methodologies, and efforts to protect it against unauthorised access, modification, or alteration.

26. Whenever Olin processes Client information in any manner (access, storage, communication, distribution, or management of any kind), it shall assume the following obligations:

- Confidentiality concerning information, both as regards Olin and the Client, as well as any subcontractors, in accordance with the terms and conditions set out in this Agreement.
- Information must be returned or destroyed at the end of the contractual relationship unless a specific and explicit agreement provides otherwise, or at the Client's request and discretion. Notwithstanding the above, in accordance with Article 33.4 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), Olin may retain the data in a blocked state where responsibilities may arise from its relationship with the Client.
- Olin shall maintain the necessary organisational measures to ensure that employees uphold confidentiality of the information.

SPECIFIC CLAUSES FOR SIP TRUNK SERVICE

27. **CONDITIONS FOR CONTRACTING AND LINKAGE OF SIP TRUNK SERVICE.** The Client acknowledges that provision of the **SIP Trunk** service is strictly contingent upon the availability and maintenance of an Olin **fibre-optic connection with a minimum speed of 1 Gbps and an associated fixed line**. The Client recognises that these technical requirements are essential for service stability. Consequently, any request to terminate the fibre connection or reduce its speed below 1 Gbps shall automatically result in the **technical discontinuation of the SIP Trunk service**, with any applicable early termination penalties under the main Agreement being applied.

28. **DELIVERY OF SENSITIVE INFORMATION AND CREDENTIALS.** By accepting these terms, Olin shall provide the Client with the confidential information and technical parameters necessary for configuring the SIP Trunk service, including, but not limited to, configuration domain, access credentials, IP addresses and ports. The Client acknowledges receipt of this information and provides express consent for its delivery through the agreed communication channels, recognising the critical and sensitive nature of these data for the security of their communications.

29. **CLIENT RESPONSIBILITY, CUSTODY AND SECURITY.** The Client assumes **sole responsibility** for the protection, use, and custody of the credentials and configuration parameters provided. Access to this information shall be strictly limited to personnel authorised by the Client. Any leakage, disclosure or misuse of credentials (which could result in fraudulent traffic, unauthorised access, or service disruption) shall be the sole responsibility of the Client. The Client also undertakes to notify Olin immediately of any security incident or suspected compromise of its credentials.

30. **DISCLAIMER FOR EXTERNAL CONFIGURATION.** Once technical information and credentials have been provided to the Client, Olin shall be released from any liability arising from misuse, incorrect handling, unauthorised access by third parties, or changes made to the SIP Trunk configuration by the Client or personnel not employed by Olin. The Client acknowledges that the use of these credentials on devices or software not directly managed by Olin is undertaken at their own risk.

SPECIFIC CLAUSES FOR MOBILE LINE SERVICE – PRO'S MOBILE BY SIPTIZE

31. **ACCEPTANCE OF MOBILE PROVIDER TERMS.** In accordance with these Specific Terms, the Client acknowledges that the Mobile Workstation service is provided through the infrastructure and platforms of SIPTIZE S.L. (under the brand Pro's Mobile).

Accessing, using, or downloading any content or service linked to these mobile lines constitutes full and unconditional acceptance of SIPTIZE's general terms of use.

32. ACCURACY OF INFORMATION AND RESPONSIBILITY. The Client is solely responsible for the accuracy of the information provided for the activation of the mobile lines. Olin and SIPTIZE reserve the right to deny access to the service if any falsification of information is detected. Furthermore, the Client assumes sole responsibility for any consequences arising from incorrect or improper use of the mobile service in dealings with third parties, including any legal costs resulting from non-compliance with these rules.

33. SERVICE USE AND ACCESS RULES. The Client undertakes to use the mobile services diligently and correctly, respecting the following prohibitions:

- Do not falsify identity or impersonate third parties.
- Do not use the service for activities contrary to the law, public morality, or public order.
- Do not authorise third parties outside the Client's organisation to use the lines for their own business purposes.
- Do not distribute or manage content that infringes copyright or civil or criminal regulations.
- Do not introduce computer viruses or programs that may damage the physical or logical systems of Olin or SIPTIZE.

34. INDUSTRIAL AND INTELLECTUAL PROPERTY. The Client acknowledges that all industrial and intellectual property rights over the platforms, trademarks (including **VOZ MANAGER**), logos, software, and content provided through the mobile service belong to SIPTIZE S.L. or its licensors. Reproduction, modification, or distribution of these elements is prohibited without the express written authorisation of SIPTIZE S.L.

35. TECHNICAL AND CONTENT LIABILITY DISCLAIMER. Olin and SIPTIZE S.L. disclaim any liability for:

1. **Third-party content:** Opinions or information distributed on websites or social networks accessible via links provided through the service.
2. **Network failures:** Damage caused by denial-of-service attacks, viruses, or other technologically harmful materials affecting the Client's equipment as a result of using mobile applications or management platforms.
3. **Security:** Olin and SIPTIZE shall not be liable for any damage caused to the Client's equipment resulting from denial-of-service attacks, viruses, or technologically harmful materials that may affect the equipment as a consequence of using mobile applications or management platforms.

36. SECURITY AND REPORTING OF INFRINGEMENTS. The Client undertakes not to carry out cyber-attacks against SIPTIZE servers or related databases. If the Client detects any unlawful use or violation of intellectual property rights or data protection in connection with the use of the service, they must notify SIPTIZE immediately via email at info@siptize.com.

37. JURISDICTION AND GOVERNING LAW FOR MOBILE SERVICE For all matters relating to the mobile service provided by SIPTIZE, Spanish law shall apply. In the event of a dispute, and provided the Client does not act in the capacity of a "final consumer," the parties expressly agree to submit to the courts and tribunals of the city of Elche, waiving any other jurisdiction that might otherwise apply.

SPECIFIC CLAUSES FOR FIXED-LINE TELEPHONY SERVICE (AIRE NETWORKS)

38. Identification of responsible party and Service provider For the provision of fixed-line telephony and electronic communications services, the Client acknowledges that the service provider is AIRE **NETWORKS DEL MEDITERRÁNEO S.L.U.** (hereinafter, "AIRE NETWORKS"), with tax identification number B-53704599 and registered office at Elche Parque Empresarial, C/ Santiago Ramón y Cajal No. 11, 03203 Elche (Alicante).

39. Purpose and legal basis for `processing The Client's personal data (including identifying information, contact data such as **fixed** and mobile telephone numbers, and banking information) shall be processed for the purpose of executing the telecommunications services Agreement and facilitating the commercial relationship. The legal basis for this processing is the execution of the Agreement (Art. 6.1.b GDPR), the compliance with legal obligations (Art. 6.1.c GDPR), and the legitimate interest for fraud prevention and handling claims.

40. Processing of traffic and communications data In connection with the fixed-line service, AIRE NETWORKS shall process "traffic data," which includes:

- Origin and destination phone numbers.
- Date, start time and duration of the communication.
- Call traceability for correct network management.

42. Data retention and blocking The following mandatory retention periods are established:

- **General personal data:** Retained during the commercial relationship and, after its termination, for a further two (2) years to comply with potential requirements from public authorities or law enforcement.
- **Call traffic data:** Retained for **twelve (12) months**. Thereafter, data shall remain blocked for an additional **twelve (12) months** for handling complaints, invoice disputes, or judicial requests (a total of 24 months before permanent deletion).

43. Obligations regarding commercial calls (Art. 66 LGT) If the Client uses the fixed line for promotional purposes, they must comply with the General Telecommunications Law:

- Obtain prior consent from recipients or demonstrate a prevailing legitimate interest (e.g., a prior contractual relationship of less than one year).
- Consult exclusion lists (e.g., **Lista Robinson**) before making any marketing communication if express consent has not been provided.
- Identify the company making the call and respect legal call times (Monday to Friday from 10:00 to 15:00 and 16:00 to 21:00, excluding public holidays and weekends).

44. Exercise of rights and security The Client and its users may exercise rights of access, rectification, deletion, and objection, among others, by contacting AIRE NETWORKS' Data Protection Officer at rgpd@airenetworks.es. The provider also guarantees the confidentiality of communications and implements technical security measures to protect the integrity of transmitted data.