



SPECIFIC CONDITIONS FIXED TELEPHONY SERVICE

1. PURPOSE AND PARTIES

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

1.2 The parties to the Agreement are:

1.21 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").

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

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

2. SERVICE AND RATES

2.1 This service operates through equipment powered by electricity. It will stop working or function improperly in the event of a power outage.

2.2 The Service may be incompatible with others, such as certain alarm systems, some telephone devices and fax services, internal socket networks within the client's premises, Pay-per-View purchases, card payment terminals, background music systems, TRAC and ISDN lines, CENTREX, among others.

2.3 The Client has the right to keep their current phone number. This request authorizes Olin to carry out the necessary steps to transfer the number on the Client's behalf (number portability).

2.4 Olin will inform the Client of the date on which the number portability becomes effective.

2.5 The Client may cancel the portability request, provided it is done before it is executed. Requests related to portability must be made via client service: 1560.

2.6 To view the conditions applicable to different VoIP telephony rates and the updated list of countries, please visit www.olin.es. The list may be modified.

2.7 The Client may request activation or deactivation of calls to premium-rate numbers and international calls, specifying the desired restriction. To exercise the aforementioned disconnections/connections, the Client must contact Olin by telephone at the Client Service number: 1560.

2.8 Olin will carry out such activation or deactivation within a maximum of 7 working days from receipt of the Client's request.

2.9 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.

2.10 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.

2.11 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.

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

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

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

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

2.14 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.

2.15 The fixed service is not compatible with the fibre pause service. Suspending fibre under this option does not suspend the fixed service, which will continue to be billed accordingly.

3. CONNECTION CONDITIONS

3.1 If the Client requests call access with a new phone number and already has internet access provided by Olin, access and the phone number will be provided within 48 working hours from the time the Agreement is signed.

- 32 If the installation of the internet access service has not yet been completed, call access and number assignment will take place simultaneously with the installation of the technical elements required for internet connectivity.
- 33 If the Client requests to keep their existing number, call access will be provided once the number portability to Olin has been completed. The portability process may begin after the installation of Olin's internet service.
- 34 As Olin does not supply the telephone device, the Client undertakes to connect it to the router.
- 35 If the Client requests assistance from Olin technicians for connection, this additional service will cost €40 plus VAT for one hour of work, in addition to the cost of materials.

4. OBLIGATIONS OF THE PARTIES

- 41 Olin undertakes to provide access to telephone calls through VoIP technology.
- 42 The Client undertakes to pay current invoices corresponding to the internet access service, VoIP call access service, and premium-rate calls. In the event of non-payment, the service may be suspended, while access to all incoming calls and outgoing calls to Olin and emergency services will remain available.
- 43 The Client expressly accepts that Olin may suspend access in the event of detected fraud, with the same exceptions described in clause 5.2.

5. BILLING AND PAYMENT METHOD

- 51 Payment terms (postpaid). The Client shall make monthly payments corresponding to the voice tariff indicated in the contract, as well as payment for premium-rate calls. The relevant amounts will be invoiced between the 1st and 10th day of each month following the provision of the services.
- 52 The Client may view their invoices in the Client Area.
- 53 If the Client chooses payment by direct debit by signing the corresponding document (SEPA), the Client expressly authorises charges to the provided bank account. The Client is responsible for ensuring sufficient funds and for providing any required documentation to their bank for the collection of invoices issued by Olin.
- 54 In the event of returned invoices, the Client shall bear a €10 fee including VAT for outstanding invoice processing.
- 55 Payments for returned invoices and outstanding invoice processing fees will not be re-submitted to the bank. They may be paid through the Client Area, by bank transfer, or in Olin Stores using a debit or credit card.
- 56 If the Client has not chosen direct debit (SEPA) and instead opts to pay in cash or by card in Olin Stores, payment for the service must be made before the 10th day of each month following the billing period. Otherwise, a €10 fee including VAT for outstanding invoice processing will be charged.
- 57 The following invoices:
- 57.1 Installation invoices (subject to a works contract or included within it)
- 57.2 The first invoices after reactivation of the service following suspension (blocking outgoing calls except to emergency services)
- 57.3 Pause Service
- 57.4 Will be sent to the bank at any time from the signing of the completion report or reactivation until the 15th day of each month
- 57.5 If payment is not made within this period, a €10 fee including VAT for outstanding invoice processing will be charged
- 58 Olin will notify the Client of unpaid invoices via SMS using the contact details provided. The Client expressly accepts this method for notification purposes.
- 59 Processing of outstanding payments and service reactivation will take place within a maximum of 2 working days.

6. SERVICE SUSPENSION

- 61 In the event of non-payment, Olin may temporarily suspend the Service until all outstanding invoices and the corresponding €10 fee including VAT for outstanding invoice processing have been paid in full.
- 62 During the suspension period due to non-payment, the Client will retain access to incoming calls, outgoing calls to Olin's client service, and emergency numbers.
- 63 Suspension of the Service does not interrupt billing under any circumstances, as the failure to remain up to date with payments is attributable solely to the Client.

7. SERVICE QUALITY

- 71 Olin will make every effort to ensure the highest possible quality in the provision of services, in any case meeting at least the minimum standards required by applicable law.
- 72 However, Olin shall not be liable for any interruption or malfunction of the service caused by prolonged power outages, telecommunications line failures, faults or malfunctions in external technical means, force majeure, unforeseen events, or acts 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.
- 73 The provision of internet access services may involve situations of force majeure such as backbone cable breaks, server incidents, cyberattacks, and similar events. Accordingly, Olin guarantees 90% uninterrupted internet service, reserving 10% for resolving incidents caused by such circumstances.
- 74 Under no circumstances shall Olin be liable for non-material damages that the Client may suffer as a result of using the contracted services, such as commercial or operational losses or loss of profit.
- 75 Olin's liability for damages caused by fault or negligence, as well as compensation and interest for breach, shall in no case exceed the total amount paid by the Client under this contract, excluding discounts or rebates.

7.6 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.

7.7 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.

7.8 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.

8. TERM OF THE AGREEMENT

8.1 This service agreement is of indefinite duration and takes effect from the date of signing.

9. CONDITIONS FOR TERMINATION OF THE AGREEMENT

9.1 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. Olin may also terminate the Agreement for the following reasons:

9.1.1 Cessation of business activities.

9.1.2 Serious breach by the Client of the obligations set out in the Agreement.

9.1.3 Events of force majeure or unforeseen circumstances.

9.1.4 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.

9.1.5 When the Client distributes content or propaganda that is racist, xenophobic or infringes human rights or any legal provisions.

9.1.6 In the event of inappropriate treatment or insults directed at Olin employees.

9.1.7 If Olin detects fraudulent actions by the Client that allow third parties not party to the Agreement to benefit from the Service.

9.1.8 Actions by the Client that may harm Olin's reputation or image.

9.1.9 When the Client makes abusive or unreasonable use of the Service or uses it for purposes other than those established in the Agreement.

9.2 The Client may cancel the service by giving at least three working days' notice before the end of the month.

9.3 If this notice period of three working days, from Monday to Friday between 09:00 and 18:00, is not respected, Olin will invoice the full month. Cancellation requests must be made by calling client service: 1560.

9.4 Following the request, the Client must sign the cancellation form, which Olin will send to the email address provided in the contact details. The cancellation will only be considered complete once the form has been signed. The Client is responsible for proving that the cancellation request was made.

9.5 Termination of the Agreement does not release the Client from their obligations until the Service has been definitively disconnected.

9.6 The termination of the Agreement for any of the reasons listed above will take effect on the date the Service is actually disconnected.

9.7 Without prejudice to 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. NOVATION OF THE AGREEMENT

10.1 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. The conditions applicable to such contracts can be consulted in the Client Area at www.olin.es.

10.2 The amendments referred to in clause 10.1 require the signing of a new contract and therefore result in termination of the previous Agreement.

11. DATA PROTECTION

11.1 Data controller. Olin Network S.L.U. 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).

11.2 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.

11.3 Purpose of processing.

The data will be processed for the following purposes:

a. Proper and complete provision of the Service in execution of the Agreement.

b. 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.

c. Carrying out checks on the Client's creditworthiness, including, not in a limiting manner, consulting databases of unpaid debts.

d. 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.

e. Conducting studies, analyses, or surveys on quality and client satisfaction in relation to the Service. The purposes described in points a and e are based on the performance of the Agreement. The purposes described in points b, c and d are based on the Client's consent, which may be withdrawn at any time with immediate effect.

11.4 Data sharing (recipients).

11.41 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 planned.

11.5 Data retention period.

11.51 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.

11.6 Client rights in relation to their data

11.61 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.

11.62 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.

11.63 If the Client provides contact details of third parties, they undertake to inform them of the content of the above clause. Olivenet Network S.L.U. 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. The data will not be disclosed to third parties.

11.64 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

12. TERM OF THE AGREEMENT

12.1 This Agreement is governed by the laws of the Kingdom of Spain.

12.2 In the event of a dispute, the parties expressly waive any other jurisdiction that may apply and submit to the courts and tribunals of the judicial district corresponding to the place of service provision, except in claims brought by Olin against the Client, in which case they submit to the courts of the judicial district of Marbella.

13. SUBMISSION TO THE CONSUMER ARBITRATION SYSTEM

13.1 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.

13.2 For any judicial matters arising from or related to the arbitration procedure, the parties expressly submit to the jurisdiction of the courts corresponding to the place of service provision.

14. RIGHT OF WITHDRAWAL

14.1 The Client has 14 calendar days from the date of signing the Agreement to withdraw from it.

14.2 Any invoices issued during this period will be refunded.

14.3 If installation work has been carried out, it must be paid for by the Client and, if already paid, will not be refunded, as it constitutes a separate works contract.

14.4 The withdrawal form can be found on the website www.olin.es.

15. SERVICE

15.1 Olin reserves the right to amend the clauses of the Agreement, as well as tariffs and other related conditions, by notifying the Client via email to the address provided in the Agreement at least 30 calendar days before such changes take effect. The Client may terminate the Agreement without penalty or cost, except for any financial assistance granted for installation works, or may renegotiate the amended clauses.

15.2 Olin will notify the Client by email of any changes, incidents or other relevant information.

15.3 Olin may also provide information about possible issues or incidents through its website or social media channels.

15.4 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.

15.5 If the Client blocks or cancels email notifications from Olin, they accept that they will not receive informational emails from Olin.

16. NEGOTIATION

16.1 The Client acknowledges having exercised their right to negotiate the terms of the Agreement.

16.2 The Client has the right, after signing the Agreement, to negotiate the choice of payment method and forms of notification.