



SPECIFIC CONDITIONS FOR THE OLINTV SERVICE

1. OBJECT AND PARTIES

1.1 These General Conditions (hereinafter, the "General Conditions") apply exclusively to the contracting of the OLIN TV service, internet-based content provided via the ZAPI platform (hereinafter, "ZAPI"). This platform is offered by PLATAFORMA MULTIMEDIA DE OPERADORES, S.L. (hereinafter, "PMO") through the promotion provided by Olivenet Network, S.L. (hereinafter, the "Service"), whether as a standalone service or bundled with other services.

2. DEFINITION OF THE SERVICE

2.1 The customer of Olivenet Network, S.L. (hereinafter, "Olin") who subscribes to the Service (hereinafter, the "Customer") may access movies, series, and television channels broadcast over the Internet to certain televisions, computers, and other Internet-connected devices ("ZAPI-compatible devices") according to the service's base content catalog.

2.2 The Customer may choose to purchase or rent a decoder (STB - Set-Top Box) to access the platform on their television. This decoder allows easy access to the platform via an HDMI connection to the TV.

2.3 The Customer may opt to acquire additional content for an extra charge, according to the available offer and by accepting the general contracting conditions for said catalog.

3. PAYMENT OBLIGATION FOR THE SERVICE

3.1 The Customer shall pay the amounts corresponding to the Service provided in accordance with the rates applicable by Olin at any given time and according to the contracted content catalogs.

3.2 In this regard, the Customer shall pay for the Service from the moment it becomes available to the Customer, regardless of whether the Customer has connected the necessary equipment for such purpose and/or utilized it.

3.3 As long as the Customer does not cancel their subscription, it is understood that they authorize the corresponding charges to their bank account.

3.4 Billing for the service shall be monthly, according to the Customer's billing cycle.

3.5 The Customer acknowledges being aware of the current rates for the Service and the various compatible devices, which may be consulted at any time on Olin's website: www.olin.es.

3.6 If the service was contracted under a promotion, the Customer expressly accepts a commitment period (permanence) for the duration of said promotion. In the event of a breach of this period by the Customer, Olin may claim the full amount of the discounts enjoyed under said promotion.

3.7 During the first quarter of each calendar year, effective in January, Olin may update the Service rates by applying the year-on-year Consumer Price Index (CPI/IPC), or any national index that replaces it, published in October of the year immediately preceding the update.

3.8 Olin will proceed with the rate update in the first calendar quarter of each year regardless of the Service activation date. For commercial and transparency reasons, the resulting price from the update will be rounded down whenever possible.

3.9 Olin will inform the Customer of the updated rate details one month prior to its effective application via the monthly invoice, email, notification in the Customer's Personal Area, and/or SMS.

3.10 Olin may modify these General Conditions and review current prices in the following events:

Increase in costs within the business sector in which Olin operates that affect coverage, network quality, or the characteristics of the Service provided.

Technical variations in the services and supplies from providers associated with the Customer's Service.

Regulatory modifications, including taxes, duties, or administrative/judicial resolutions affecting the conditions of Service provision.

3.11 The rate update procedure does not constitute a modification of the Contract conditions; therefore, its application does not grant the Customer the right to terminate the Contract early without assuming any associated penalties (such as permanence charges) that may be in effect. Failure to respond within the notice period by the Customer shall imply acceptance of the new price.

4. ADDITIONAL CONTENT CATALOG

4.1 The contracting of any additional content catalog is subject to the acceptance of the specific General Terms and Conditions (GTC) applicable to each respective catalog.

5. SERVICE CANCELLATION

5.1 Cancellation: The Customer may cancel their subscription to the Service at any time.

5.2 From the moment the cancellation becomes effective, the Customer will no longer have access to the service.

5.3 Billing will be calculated pro-rata until the effective date of cancellation.

5.4 To cancel the subscription, the Customer must contact Olin, who will process the effective removal from the platform.



5.5 In the event of Service cancellation where the Customer has a rented decoder (STB), they have a period of 30 calendar days from the cancellation date to return the device along with the accessories provided by OLIN for its operation.

5.6 Failure to return the decoder, or returning it in poor condition or after the deadline, will result in a charge of €60 (VAT included).

6. CONDITIONS FOR SERVICE USE

6.1 The Customer declares that they meet all of the following conditions regarding the use of the Service, which constitute essential requirements for access:

6.2 The Customer must be of legal age. Minors may only use the Service under the supervision and responsibility of an adult.

6.3 The Service and all content accessed through it are for the Customer's personal use only, are not for commercial exploitation, and may not be shared with individuals outside the Customer's household.

6.4 During the subscription, the Customer is granted a limited, non-exclusive, and non-transferable right to access the Service and view ZAPI content.

6.5 Except as mentioned above, no right, title, or interest shall be transferred to the Customer.

6.6 The Customer agrees not to use the Service for public performances or exhibitions.

6.7 The Customer may view ZAPI content primarily within the territory of Spain and under the required technical conditions.

6.8 Content availability varies by geographic location and changes periodically.

6.9 The number of devices on which the Customer can view content simultaneously depends on the chosen subscription plan and is specified in their Personal Area.

6.10 The Service, including the content library, is updated regularly as Olin deems necessary, without requiring prior authorization from the Customer.

6.11 The Customer agrees not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as expressly authorized in these General Conditions) content or information obtained through the Service.

6.12 The Customer also agrees not to bypass, remove, alter, deactivate, or thwart any content protections; use any robot, spider, or scraper; decompile, reverse engineer, or disassemble any software; or manipulate the contents of the Service in any way.

6.13 Furthermore, the Customer agrees not to upload, post, or transmit any material designed to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications equipment associated with the Service (e.g., computer viruses).

6.14 Display quality may vary by device and is affected by location, available bandwidth, and internet connection speed.

6.15 High Definition (HD) availability depends on the Internet service and the Customer's device capabilities.

6.16 The Customer acknowledges that not all content is available in all formats (e.g., HD).

6.17 Default playback settings on mobile networks exclude HD content to save data.

6.18 The minimum connection speed for Standard Definition (SD) is 0.5 Mbps. A download speed of at least 5 Mbps per stream is recommended for HD content (720p or higher).

6.19 The Customer is responsible for all internet connection charges.

6.20 Start-up time for content viewing varies based on location, instantaneous bandwidth, selected content, and device configuration.

6.21 ZAPI software is designed for viewing content on compatible devices. The Customer acknowledges that use of the Service may require third-party software subject to those third parties' licenses and agrees to receive automatic updates for both ZAPI and related third-party software.

7. MAINTENANCE

7.1 Any malfunctions occurring in the decoders (STB) provided by Olin shall be repaired within the shortest possible timeframe once Olin becomes aware of them.

7.2 In the event that the cause of the malfunction is attributable to the Customer, Olin shall be exempt from any technical liability.

7.3 All costs and expenses arising from the repair of equipment that has been intervened, tampered with, or modified by the Customer or by any technician not authorized by Olin, or used for a purpose other than that contracted, shall be borne by the Customer.

7.4 In the event of a breakdown attributable to Olin, the checking, repair, or replacement of the equipment shall be carried out at no charge to the Customer.

7.5 Conversely, if the STB breakdown is attributable to the Customer (e.g., disconnected or damaged cables, lack of knowledge of use, incorrect configuration, broken remote controls, etc.), the replacement costs shall be borne by the Customer.

8. PASSWORDS AND ACCOUNT ACCESS

8.1 The Customer who created the ZAPI account has access to and control over it, as well as the ZAPI-compatible devices used to access the Service, and is liable for all activity carried out through said account.

8.2 To maintain control over the account and prevent unauthorized third-party access, it is the Customer's responsibility to maintain control over all compatible devices and not to reveal the password or payment method details to any third party.

8.3 The Customer is responsible for updating and maintaining the accuracy of the information provided regarding their account.

8.4 Olin may cancel or block the Customer's account to protect the Customer, Olin, ZAPI, or its associates from identity theft or other fraudulent activity.

9. UNILATERAL SUSPENSION OF SERVICE

9.1 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 paid in full.



9.2 Suspension of the Service shall in no case interrupt the billing of the contracted Service, as the breach of the obligation to remain current with payments is solely attributable to the Customer.

9.3 Olin is authorized to terminate or restrict the Customer's use of the Service if the Customer breaches these General Conditions or engages in illegal use, fraud, or where there is an objective risk of fraud. Specifically, infringement of third-party intellectual property rights or breach of audiovisual regulations shall be considered immediate grounds for termination or suspension.

9.4 Olin is entitled to unilaterally cancel the Service without prior notice if 90 calendar days have passed without the Customer accessing the platform to use the Service (Inactivity Clause).

10. EXCLUSIONS AND PROHIBITIONS

10.1 This contract excludes maintenance and technical assistance for any device not provided by Olin and/or PMO.

10.2 The Customer is prohibited from misusing the equipment provided for the Service.

10.3 For the purposes of this section, misuse is defined as any use other than that for which the equipment was provided.

10.4 The Customer may not transmit, donate, or assign the use of the equipment provided by Olivenet Network, S.L. and/or PMO to a third party, whether temporarily or permanently, without express written authorization.

10.5 The Service is provided for the Customer's private use only; therefore, resale, distribution, or sharing with persons outside the Customer's household is prohibited.

10.6 Use of the Service in public premises (bars, restaurants), communities, or any other use not permitted herein is expressly prohibited. Such services must be contracted through specific business agreements.

10.7 Olin shall not be liable for infringements committed by the Customer or third parties affecting Copyright, trademarks, patents, or any other intellectual property rights.

10.8 The Customer shall indemnify and hold Olin and PMO harmless from any judicial or extra-judicial claims arising from the Customer's breach of intellectual property rights.

11. CONTRACT DURATION

11.1 The duration of the contract for this service is indefinite and takes effect from the date of its signature.

12. MODIFICATION OF GENERAL CONDITIONS

12.1 Olin shall be entitled to unilaterally modify these General Conditions at any time, provided that it notifies the Customer at least one month prior to their application. 12.2 If the Customer does not express their opposition within said period, it shall be understood that the Customer accepts the new conditions for all purposes.

13. APPLICABLE LAW

13.1 The Contract is subject to the common laws of the Kingdom of Spain.

14. CUSTOMER SERVICE

14.1 Olin provides the Customer with a customer service department to obtain further information or any assistance required at any time regarding the service.

15. DATA PROTECTION

Any data provided by the customer at the time of contracting will be incorporated into a file owned by OLIVENET NETWORK, S.L.U. for the purpose of management and administration of the contracted products and services, including addressing inquiries, informative communications, billing, and advice during contracting processes.

15.1 Data Controller: Olin informs the Customer that it is the controller of the Customer's personal data and that such data will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and Organic Law 3/2018 of 5 December (LOPDGDD).

15.2 Data Subject to Processing: The personal data subject to processing are those provided by the Customer through the Service contracting form. Likewise, Olin also processes all personal data obtained by virtue of the service provision during the term of the Contract.

15.3 Purpose of Processing: Data will be processed for the following purposes:

- a. The correct and complete provision of the Service in execution of the Contract.
- b. Sending the Customer commercial offers and communications regarding the Service or other services provided by Olin or companies within the TUCA BIDCO, S.L. Group that may be of interest.
- c. Performing checks on the Customer's solvency, including, without limitation, the possibility of querying delinquency databases.
- d. Creating the Customer's commercial profile based on the data provided in the Contract combined with telecommunications traffic data generated by the Customer while using the Service, in order to generate specific commercial and advertising offers tailored to the Customer's needs and/or interests.
- e. Conducting studies, analysis, and/or surveys regarding service quality and/or Customer satisfaction levels.

15.4 The purposes described in letters a) and e) are legally based on the performance of the Contract.

15.5 The purposes described in letters b), c), and d) are legally based on the consent provided by the Customer, which may be withdrawn at any time with immediate effect.

15.6 Disclosure of Data (Recipients): Olin may transfer the Customer's personal data to TUCA BIDCO, S.L. and companies within its corporate group (as defined in Article 42 of the Commercial Code) to offer products and services that may suit their needs or interests.



No international transfers of personal data are planned. Data may be disclosed to other professionals if necessary for the performance of the entrusted service, as well as in cases where there is a legal obligation or contractual relationship (competent Public Administrations, Courts and Tribunals, Consultants, etc.).

15.7 Data Retention Period: The Customer's personal data will be kept exclusively for the time necessary to fulfill the purpose of processing or, once expired, for the time necessary to comply with legal custody periods.

15.8 If the Customer provides contact details for third parties, they undertake to inform them of the content of this clause.

15.9 Olin is the Data Controller in accordance with the GDPR and LOPDGDD, for the purpose of maintaining a commercial relationship and retaining data for no longer than necessary.

15.10 Rights: You may exercise your rights of access, rectification, portability, erasure, restriction, and objection at Calle Pepita Barrientos, nº7, office 313, 29004 MÁLAGA. Data Protection Officer (DPO) contact: rgpd@olin.es; and the right to lodge a complaint at aepd.es.

15. SOLVENCY CHECKS

15.1 We inform you that, prior to contracting, we will consult your solvency status in common credit information systems (e.g., BADEXCUG, ASNEF, Experian, or Equifax), in accordance with Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights. This check is one more element within the framework of the contract application analysis, which considers other variables depending on the sector, whether there are outstanding debts with other companies in our group, or potential fraud risk. In the event that the analysis is negative, we inform you that your contract application may be rejected and that you have the right to request a manual review of your case.

16. REPORTING OF DEBT NON-PAYMENT TO CREDIT FILES

16.1 In the event of failure to meet financial obligations resulting in a certain, due, and enforceable debt, OLIVENET NETWORK, S.L. (based on its legitimate interest protected by current legislation) will proceed to communicate your identifying data and the details regarding 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 current provisions on credit information systems. For additional information regarding our legitimate interest, please contact dpd@olingroup.es.