



SPECIFIC TERMS AND CONDITIONS

MOBILE TELEPHONY SERVICE

Note: these specific conditions shall prevail over the provisions set out in the general terms and conditions of contracting. Therefore, in all cases where there is any conflict and/or contradiction between the general terms and conditions of contracting and these specific conditions, the provisions set out in these specific conditions shall apply.

1. PURPOSE

1.1 XFERA MÓVILES, S.A.U. (CABLEMÓVIL, a brand of the MASMOVIL Group), with registered office at Avenida de Bruselas, 38, 28108 Alcobendas, Madrid, Spain, and C.I.F. (*Spanish Tax ID Code*) A82528548, is a telecommunications operator providing the services described in the following clauses (the "Service" or the "Services"). The General Terms and Conditions ("GTCs") shall govern the relationship between the Service Client (the "Client") and Olivenet Network S.L.U. (hereinafter "Olin") in relation to the contracted Services. The Client's reading of the GTCs is a necessary condition prior to activation of the Services and implies full and unconditional acceptance of each and every provision included therein, which are also published on Olin's website www.olin.es.

1.2 These Specific Conditions shall apply exclusively in the event of contracting the Mobile Telephony Service, either independently or in conjunction with other services.

2. INSTALLATION AND ACTIVATION OF THE LINE

2.1 Olin shall have the right to charge the management fees corresponding to the delivery of the SIM Card (€7 VAT included), without prejudice to the provisions relating to the right of withdrawal where applicable.

2.2 Any applicable management fees shall be communicated to the Client in the specific conditions of the contracted services.

3. TARIFFS, BILLING AND PAYMENTS

3.1 In order to benefit from our mobile telephony service provided by CABLEMÓVIL, Olin shall carry out all procedures relating to the billing and collection of mobile telephony services referred to in section B of the GTCs.

3.2 The Client accepts for all purposes that Olin shall carry out the procedures described in section 4.1 under a collection mandate arrangement.

3.3 Consequently, Olin shall be responsible for issuing the invoices for the mobile telephony services provided by CABLEMÓVIL to the Client.

3.4 Likewise, Olin shall be responsible for managing the collection of the amounts payable by the Client in accordance with the issued invoices.

3.5 In order to benefit from the Mobile Telephony service, it is compulsory to have an active direct debit arrangement.

3.6 We reserve the right to cancel your telephone lines in the event of cancellation of the direct debit mandate.

3.7 During the first quarter of each calendar year, with effect from January, Olin may update the Service tariffs by applying the year-on-year Consumer Price Index (CPI), or any national index replacing it, published in October of the year immediately preceding the update and corresponding to the period between October of the preceding year and September of the year immediately prior to the update.

3.8 Olin shall carry out the tariff update during the first quarter of each calendar year regardless of the Service activation date. For commercial and transparency reasons, the resulting price shall be rounded down where possible.

3.9 Olin shall inform the Client of the details of the updated tariff one month prior to its effective application through the monthly invoice, by email, via notification in the Client's Personal Area and/or by SMS. Information regarding tariff updates shall also be available on Olin's Website.

3.10 Olin may amend these General Conditions and review the prices in force in the event that any of the following circumstances occur:

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

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

Regulatory changes, including taxes, charges or administrative or judicial decisions, affecting the conditions under which the Service is provided.

3.11 The tariff update procedure shall not constitute a modification of the Agreement conditions; therefore, its application shall not confer or grant the Client the right to terminate or cancel the Agreement early without assuming the penalty associated with contractual commitments, such as minimum term charges, that may be in force. Failure by the Client to respond within the specified period shall imply acceptance of the new price.

DESCRIPTION OF FAIR USE

4.1 Fair use includes non-fraudulent use of the service. Abusive use that adversely affects the proper functioning of the network for all clients and that targets premium-rate services, voice, data and SMS services shall be considered fraudulent.

4.2 Olin defines fair use as usage below 20 GB per day. Consumption exceeding 20 GB/day may be considered abusive use. In this regard, any irregular or fraudulent practices are prohibited, including, but not limited to, the following:

4.3 The Client may not use the mobile service to establish connections through routers or any other complementary physical medium which, by means of software or hardware, enables the redirection or establishment of the connection line.

4.4 The Client may not use the service to make calls or send SMS whose origin and destination are not directly end users, communications made from devices other than mobile phones or through specific services such as, but not limited to, Red Box, Router and M2M. The use of spam, mass messaging (SMS, MMS or similar) is also prohibited.

4.5 The use of the SIM card through which the service is provided as a router or gateway, SIM-box or mass call routing device, or other traffic concentration elements designed for mass calling or traffic redirection services or which constitute traffic sinks, is expressly excluded.

4.6 Uses that impair the proper functioning of the network for all clients shall be monitored, and in the event of abusive use, Olin shall be entitled to take various measures to prevent such use, such as reducing browsing speed or suspending the service in accordance with its fair use policy.

5 RIGHT OF WITHDRAWAL. APPLICABLE ONLY IN THE EVENT OF DISTANCE OR OFF-PREMISES CONTRACTING

5.1 The Client is granted the right to withdraw from this Agreement within a period of 14 calendar days from its conclusion.

5.2 In the event of activation with Olin involving portability from another originating operator, please note that exercising the right of withdrawal will not entail automatic return to the originating operator; the Client must arrange a new portability request with their original operator for this purpose.

5.3 In order to exercise the right of withdrawal, you must notify us of your decision to withdraw from the Agreement by means of an unequivocal statement (for example, a letter sent by post or email), including the "Order Number". For this purpose, you may use the model withdrawal form available on our website www.olin.es, although its use is not compulsory. You may send the communication exercising your right of withdrawal 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).

5.4 In the event of withdrawal, Olin shall reimburse the Client all payments received no later than 14 calendar days from the date on which the Client informs Olin of the withdrawal.

5.5 In the event of withdrawal, where Olin has activated the Service at the Client's express request during the withdrawal period and prior to the Client exercising such right, Olin shall be entitled to charge the cost of the SIM card, the usage incurred up to that point and, on a pro rata basis, the fees provided for in the General and Specific Conditions of each tariff incurred by the Client.

5.6 If the Client had been benefiting from a commercially discontinued service with Olin and contracts a new service under this Agreement, upon withdrawal it shall not be possible to reinstate the original service; however, Olin shall place the Client in a position such that they are not disadvantaged.

6 CUSTOMER SERVICE

6.1 The Client has access to a specialised Customer Service department free of charge, which may be contacted by telephone on 1560 during the following hours: from 08:00 to 22:00, Monday to Sunday.

6.2 Through this service, the Client may obtain information about the Service, carry out procedures relating to any of the contracted services, and submit complaints and claims, as well as any contractual incident that may arise.

7 PERSONAL DATA PROCESSING REGIME

7.1 CABLEMÓVIL shall be the data controller of the Client's personal data, which shall be processed pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), repealing Directive 95/46/EC, and other applicable legislation.

7.2 Olin shall act as data processor of the Client's personal data on behalf of CABLEMÓVIL.

GENERAL TERMS AND CONDITIONS OF THE MOBILE SERVICE

1 PURPOSE

1.1 XFERA MÓVILES, S.A.U. (CABLEMÓVIL, a brand of the MASMOVIL Group), with registered office at Avenida de Bruselas, 38, 28108 Alcobendas, Madrid, Spain, and Tax ID A82528548, is a telecommunications operator providing the services described in the following clauses (the "Service" or the "Services"). These General Terms and Conditions ("GTCs") shall govern the relationship between the Service Client (the "Client") and CABLEMÓVIL in relation to the contracted Services. The Client's reading of the GTCs is a necessary condition prior to activation of the Services and implies full and unconditional acceptance of each and every provision included therein, which are also published on CABLEMÓVIL's website <https://cablemovil.es/> (our "Website").

2 DESCRIPTION OF THE SERVICES

2.1 Mobile Telephony Service: This Service comprises the provision of mobile call services and associated electronic communications services (including mobile Internet access) and any associated value-added services requested by the Client.

2.2 In order to provide this Service, CABLEMÓVIL shall supply the Client with a SIM card that may be used in any unlocked mobile device.

2.3 The Service shall be provided within the national territory.

2.4 Outside this territory, the Client may receive the Service by requesting activation of the mobile telephony service used abroad ("Roaming Service"). The Client is informed that activation of this service may entail the application of special tariffs for communications made and received abroad in accordance with the regulations in force at any given time.

2.5 For the Mobile Telephony Service, if the Client does not have a number, CABLEMÓVIL shall assign one.

2.6 The CABLEMÓVIL Mobile Service includes portability of the telephone number that the Client held with their previous operator. For this purpose, the Client must request it by completing the Portability Request form, in order to process portability of fixed or mobile telephony services from their previous operator.

2.7 Portability shall be carried out in accordance with the procedures established in the relevant Technical Specification of Administrative Procedures for Number Portability in the event of a change of operator, approved by the National Commission on Markets and Competition.

2.8 The Services are provided exclusively to you as an end Client and for use in good faith. In particular, by way of example and without limitation, the following are not permitted:

2.8.1 Use contrary to Spanish law, or which infringes the rights of third parties or the proper use of the Services, which are for the Client's personal and private use only, the Client being responsible for controlling access thereto.

2.8.2 Publication or transmission of any content that is violent, obscene, abusive, illegal, racist, xenophobic or defamatory.

2.8.3 Collection and/or use of personal data of other users without their express consent, or in breach of Organic Law 15/1999 on Personal Data Protection.

2.8.4 Resale of traffic or Services or their commercialisation or economic exploitation by any means or system.

2.8.5 Communication with numbers dedicated to call routing, i.e. those which, as a commercial service, route calls to a number other than the one dialled.

2.8.6 Objectively irregular or fraudulent use of the Services, such as: "baby monitor"; "walkie-talkie"; calls exclusively, or mainly, to premium-rate or value-added services; use of the Services to send unsolicited commercial communications; sending large volumes of messages to block third-party servers; making unsolicited communications where such communications may be classified as irregular traffic. In particular, the Client must not use the Services to send unsolicited or bulk emails ("spam") or make any use of mailing lists directed to any person who has not given permission to be included in such process.

2.9 In such cases, CABLEMÓVIL may terminate the Agreement or temporarily block the affected Services until the circumstances of the irregular use of the Service are clarified, or change the tariff, subject to prior notice to the Client.

2.10 In the latter case, the Client may terminate the Agreement in respect of the specific Service under the terms agreed therein.

3 TARIFFS, BILLING AND PAYMENTS

3.1 The prices and corresponding charges applicable to the Services shall be those set out in the tariffs and other general and/or specific conditions, offers or promotions in force at any given time.

3.2 Any modification of the tariffs shall be notified to the Client by any means that CABLEMÓVIL considers appropriate so that the Client is aware of such modification and of the new tariffs.

3.3 The Client shall have such tariffs available at all times on our Website.

3.4 Access to emergency services is free of charge.

3.5 The invoice shall be issued monthly and shall itemise the basic Service, as well as the other contracted services, by invoiced concepts within each Service, including those corresponding to cases of sale or transfer/lease of equipment.

3.6 If, for technical reasons, it is not possible to invoice the Client in the month immediately following accrual, CABLEMÓVIL may invoice it in subsequent months.

3.7 Subscription fees shall be invoiced in arrears on a monthly basis.

3.8 Metered services shall be invoiced monthly according to the consumption incurred in the previous month. The foregoing is without prejudice to the provisions set out in the specific contracting conditions of each Service contained in these General Terms and Conditions.

3.9 The first invoice shall include activation, start-up and, where applicable, installation and/or maintenance fees. Where appropriate, it shall also include the price of the equipment acquired and the configuration of the Services, unless payment of such price has been deferred or postponed, in which case it shall include the proportional part corresponding to the first month according to the number of months of deferred payment. It shall likewise include the recurring charges applicable from the moment of activation of the Service within the invoiced period.

3.10 The Client has the right to choose a means of payment from among those commonly used in commercial transactions. To use a means of payment other than direct debit (which is the default method of payment unless otherwise stated in the specific conditions), the Client may contact Customer Service.

3.11 Claims made by the Client in relation to billing shall not justify any delay in payment of the disputed invoices.

3.12 The Client is obliged to pay invoices when due. In the event of non-payment of an invoice by the Client, and following analysis of the specific case, CABLEMÓVIL may charge the Client the costs generated by such non-payment, as well as the consequences arising therefrom, including bank return charges and reconnection costs. The charges applicable in cases of non-payment are available on the website www.cablemovil.es.

3.13 All of the foregoing is without prejudice to any other actions that may be taken, such as the charging of default interest at the legal rate plus two points, or the inclusion of the Client's data in solvency and credit files.

3.14 CABLEMÓVIL may, for the collection of outstanding amounts, use the credit or debit card details provided by the Client, if the Client authorises this; likewise, CABLEMÓVIL may enforce

deposits, guarantees and/or any other security established, where applicable, in the specific conditions for the cases permitted by law.

3.15 By accepting the GTCs, the Client expressly consents to CABLEMÓVIL issuing the invoices corresponding to the Service in electronic format (Electronic Invoice). The Client may revoke this consent at any time and shall be entitled to request the issue of paper invoices free of charge. In order to make such revocation, the Client must notify Customer Service in writing.

3.16 If, upon termination of the contractual relationship, regardless of the method of contracting, there is a balance in favour of the Client, the Client may request its refund. CABLEMÓVIL may deduct the administrative and management costs that may accrue according to the tariffs in force at any given time. The Client shall likewise have this right of set-off where the balance is in favour of CABLEMÓVIL.

3.17 CABLEMÓVIL may, in order to guarantee fulfilment of the Client's obligations:

3.17.1 Request an advance payment from the Client, or make an immediate additional charge to the Client's account, for the amounts accrued up to that date.

3.17.2 Request a non-interest-bearing cash deposit from the Client.

3.17.3 Request a bank guarantee for an amount not exceeding the estimated average of three months' consumption per Service.

3.17.4 Restrict the Client's access to higher-rate services, premium-rate services and international services.

3.17.5 Such action may be taken, among other cases, in the following situations:

3.17.6 Where any established credit limits are exceeded.

3.17.7 Where suspension or interruption of the Service occurs for any of the reasons provided for in these GTCs or where the Agreement is terminated.

3.17.8 Breach of these GTCs by the Client.

3.17.9 In cases of fraud, or unauthorised use of the Service under these GTCs.

3.17.10 Objective risk of non-payment, understood, for example, as the declaration of insolvency proceedings.

3.18 Notwithstanding the foregoing, the provisions of the Specific Conditions for that Service contained in these GTCs shall apply to the Fixed Telephony Service.

4 RIGHT OF DISCONNECTION

4.1 In the mobile service, the Client may request that CABLEMÓVIL disconnect premium-rate services and international calls. To do so, the Client must contact Customer Service, stating their wish to be disconnected from the relevant services. CABLEMÓVIL shall carry out the disconnection within a maximum period of ten (10) days from receipt of the request.

4.2 If the disconnection does not take place within the indicated period for reasons not attributable to the Client, the costs arising from the Service for which disconnection had been requested shall be borne by CABLEMÓVIL.

4.3 If the Client wishes to activate or subsequently deactivate this type of service, they must also make an express request for activation or subsequent deactivation through the available Customer Service channel.

5 LIABILITY OF CABLEMÓVIL AND QUALITY OF SERVICE

5.1 If there is a temporary interruption in the fixed or mobile telephony Service, the Client shall be entitled to compensation equal to the greater of the following two amounts:

5.1.1 The average amount invoiced for the interrupted Services during the three (3) months prior to the interruption, prorated according to the actual time for which the temporary interruption affects the Client.

5.1.2 If the Client has been with the service for less than three months, the amount of the average invoice for the full months completed shall be considered, or the amount that would have been obtained in one estimated month on a pro rata basis according to the actual consumption period.

5.1.3 Five times the monthly subscription fee or equivalent in force at the time of the interruption, prorated according to its duration.

5.1.4 Roaming services (Roaming Service) provided abroad by operators other than CABLEMÓVIL are excluded from the scope of liability for the Mobile Telephony Service.

5.2 CABLEMÓVIL shall automatically credit this amount by deducting it from the following invoice, where the amount of the compensation exceeds one (1) euro.

5.3 If no invoice is issued due to cancellation of the Service, the compensation shall be paid by the means agreed with the Client in each case.

5.4 For subscribers subject to prepaid arrangements, the balance adjustment shall be made within a period no longer than that applicable to other subscribers.

5.5 If the temporary interruption is due to force majeure, CABLEMÓVIL shall be limited to automatically compensating the Client by refunding the amount of the subscription fee and other traffic-independent charges, prorated according to the duration of the interruption.

5.6 If a temporary interruption of the Broadband Internet Access Service occurs during a billing period, the Client shall be entitled to compensation consisting of a refund of the subscription fee and other fixed charges, prorated according to the duration of the interruption, where the interruption of the Service has been, continuously or discontinuously, longer than six hours between 08:00 and 22:00. The compensation shall be credited in the following invoice. The corresponding invoice shall state the date, duration and calculation of the amount of compensation due to the subscriber.

5.7 In the cases listed in the preceding paragraphs, CABLEMÓVIL shall automatically compensate the Client if the interruption affects the area where the address stated in the Client's Agreement is located, or, in the case of the Mobile Telephony Service, if it is aware that the Client was in an area affected by the interruption at the time it occurred and could not place the Client in another area during the interruption period.

5.8 If the Client has been affected by an interruption and has not been recorded as affected under the above terms, the Client must notify CABLEMÓVIL, through Customer Service, within ten (10) days from restoration of the Service, that they were affected by the interruption, stating, in the case of the Mobile Telephony Service, their geographical location at the time of the interruption. Such information must not contradict the information recorded in CABLEMÓVIL's systems.

5.9 Additionally, except in the case of interruptions due to force majeure, CABLEMÓVIL undertakes to provide the following level of service quality: in relation to the duration of interruption of a Service, a maximum interruption commitment not exceeding 48 hours during each billing period. If this commitment is not met, MÁSMÓVIL shall compensate the Client in an amount equal to one monthly fee prorated according to the duration of the interruption during the billing period.

5.10 Where, by way of promotions, the Client enjoys a discount on the entire monthly fee of the Services, the non-promotional monthly fee of such Services shall be taken into account for compensation purposes.

5.11 Such compensation shall be cumulative with that provided for in the preceding paragraphs.

5.12 For these purposes, the duration of interruption of the Service is defined as the sum of the time elapsed from the moment the unavailability of the Service occurs, once it has been activated, until the moment it is restored to normal operation.

5.13 The starting point for the calculation shall be the earlier of the following two events: (i) the notification by the Client of the fault report, or (ii) the recording by CABLEMÓVIL of the incident causing the total or partial interruption of the Service.

5.14 For compensation purposes in all the above commitments, the monthly fee of the Broadband Internet Access Service shall be deemed to be 50% of the total monthly package fee in those cases where joint Service packages have been contracted and the total package fee does not itemise the amount attributable to each Service (Telephony Service and Broadband Internet Access Service).

5.15 The provisions of the preceding sections shall not apply where the temporary interruption is due to any of the following causes:

5.15.1 Serious breach by the Clients of the contractual conditions, especially in cases of fraud or delay in payment, which shall give rise to temporary suspension and interruption of the Service.

5.15.2 Damage caused to the network due, for example, to the Client connecting terminals whose conformity has not been assessed in accordance with the regulations in force.

5.15.3 Breach of the Code of Conduct by a Client providing premium-rate services, where the holder of the subscription contract is the latter.

5.16 The Client who is the holder of the Service shall be liable for all traffic, services used and misuse thereof. Notwithstanding the foregoing, CABLEMÓVIL, following identification of the line holder and their circumstances, may also take the measures within its power to prevent damage from the date on which, through Customer Service, the loss, theft or misappropriation of access credentials to the Service, or the existence of fraud, is notified or suspected, or, in the case of the Mobile Telephony Service, the loss, theft or misappropriation of the SIM Card is communicated.

5.17 CABLEMÓVIL shall not be liable for any damage and/or losses and/or loss of profit suffered by the Client or any third party directly or indirectly caused by failure to provide the Service or defective provision thereof for the following reasons:

5.17.1 Incorrect operation, defects, failures and/or damage in the Client's terminals or devices not supplied by CABLEMÓVIL.

5.17.2 Total or partial loss, alteration and/or damage to information contained in the Client's terminals or devices for reasons not attributable to the Service.

5.17.3 Any other reason not due to lack of conformity of the Service or total or partial breach or defective performance by CABLEMÓVIL.

5.18 CABLEMÓVIL shall not be liable for any consequences arising from incorrect configuration of the Client's devices not carried out by CABLEMÓVIL, or from applications installed by the Client, which are in all cases independent of and unrelated to the Service provided by CABLEMÓVIL.

5.19 CABLEMÓVIL shall adopt the measures and install the technical means required by the legislation in force at any given time in order to guarantee the confidentiality of the content of the signal transmitted through the CABLEMÓVIL network, and shall be exempt from all liability arising from the Client or third parties obtaining recordings of telephone conversations, their use or disclosure and, in general, from any acts or omissions not attributable to CABLEMÓVIL that infringe the secrecy of telephone communications. This is without prejudice to any obligations that CABLEMÓVIL may have under the legislation applicable at any given time in relation to interceptions carried out by authorised agents in compliance with such legislation.

5.20 CABLEMÓVIL states that it provides publicly available fixed and mobile telephone services with calling line identification and connected line identification. If the Client does not wish their telephone number to be identifiable by other users, CABLEMÓVIL makes available means to restrict calling line identification and connected line identification. The Client may obtain such information through Customer Service.

6 CUSTOMER SERVICE AND NOTIFICATIONS

6.1 CABLEMÓVIL shall provide a Customer Service department including telephone assistance, from 08:00 to 22:00, 365 days a year, regarding the use of the Services (technical assistance in relation to the Client's PC or device used to access the Services is in all cases excluded).

6.2 In order to clarify any doubt regarding price, billing, quality or any other matter related to the Services, or if the Client wishes to submit a complaint, the Client must contact Customer Service.

6.3 The Client may make enquiries through their operator by the means indicated by the latter at the time of engaging the service.

6.4 In the event of a complaint, a reference number shall be assigned thereto, which CABLEMÓVIL shall communicate to the Client. If the complaint is made by telephone, the Client may request a document evidencing its submission and content. Such document shall be sent within ten (10) days from the request.

6.5 Once the complaint has been resolved, CABLEMÓVIL shall inform the Client of the solution adopted through the same means used to submit the complaint.

6.6 If, after submitting the complaint, the Client has not obtained a satisfactory response from CABLEMÓVIL within one (1) month, the Client may refer the matter to the Consumer Arbitration Boards, where CABLEMÓVIL has submitted to them, or to the Secretary of State for Telecommunications and the Information Society in accordance with the applicable legislation, without prejudice to the Client's right to seek judicial remedy.

7 PROTECTION OF PERSONAL DATA

7.1 The provision of CABLEMÓVIL Services entails the processing of the Client's personal data, which shall be processed in accordance with these General Conditions and the Privacy Policy.

7.2 Who is your data controller?

7.2.1 The data controller is XFERA MÓVILES, S.A.U. ("CABLEMÓVIL"), N.I.F. (*Spanish Tax ID No.*) A-82528548, with address at Avenida de Bruselas, 38, 28108 Alcobendas (Madrid), Spain. You may contact our Data Protection Officer (DPO) by sending an email to dpo@masmovil.com.

7.2.2 Full information on how we process your data is available in our Privacy Policy, which may be consulted at www.cablemovil.es.

7.3 For what purpose do we process your data?

7.3.1 The data processed in connection with the contracting and provision of the services we offer you shall be processed for the following purposes (full information on all processing of your data is available at www.cablemovil.es):

7.3.2 Management of the contractual relationship. This purpose includes management of the contract itself, billing or top-ups, and interaction with any of our internal departments, such as customer service, technical service or quality department, for the handling of complaints, contractual changes or incidents. It also includes the information obligations relating to the contractual relationship under the General Telecommunications Law. We shall also process your contact details in order to enable the Client's access to their private area, which may be accessed through the website or app and through which the Client may manage tariffs, access invoices or check usage. More information at www.cablemovil.es.

7.3.3 Provision of telecommunications services. This purpose includes the different activities necessary and inherent to the provision of the telecommunications service, such as:

7.3.3.1 Carrying the communication through an electronic communications network, establishing and routing the call (including interconnection);

7.3.3.2 Provision of Internet access service, where this forms part of the contracted services.

7.3.3.3 Recording traffic and interconnection data and using it for the purposes of billing or deducting it from the available balance in the case of prepaid cards, as well as extra-judicial and judicial recovery in the event of non-payment.

7.3.3.4 Detection, management and resolution of technical incidents and handling of complaints.

7.3.4 If you request portability from or to another operator, we also inform you that your identification data may be processed, and in this case such communication of data between donor and recipient operators is necessary in order to carry out the portability. The data exchanged between operators shall be those provided at any given time in the technical portability specifications approved by the competent Public Administrations. More information at www.cablemovil.es.

7.3.5 Creditworthiness checks. We inform you that, prior to contracting, we shall consult your creditworthiness in common credit information systems (e.g. BADEXGUG, ASNEF, Experian or Equifax), in accordance with Organic Law 3/2018 of 5 December on Personal Data Protection and guarantee of digital rights. This constitutes one more element in the analysis of the contracting request, in which other variables are also taken into account depending on the sector, whether you have debts with other companies in our group, or the risk of fraud. If the analysis is negative, we inform you that your contracting request may be rejected and that you have the right to request a manual review of your case. More information at www.cablemovil.es.

7.3.6 Communication of debt default data to common solvency files. In the event of failure to meet your financial obligations on time, resulting in a certain, due and payable debt, your identification data and data relating to the outstanding unpaid debt shall be communicated, on the basis of the legitimate interest of CABLEMÓVIL protected by current legislation, to the entities responsible for common credit information systems (e.g. BADEXGUG, Experian, ASNEF or Equifax, Judicial Incidents File, etc.), in accordance with the provisions in force regarding credit information systems. If you would like additional information about our legitimate interest, please contact dpo@masmovil.com. More information at www.cablemovil.es.

7.3.7 Verification of information. CABLEMÓVIL may verify the accuracy of the data you provide in the context of contracting in order to prevent fraud and identity theft. For this purpose, we may process identification data, contact data, device data, economic, financial and insurance data (payment data), information about the point of sale, or contracting, traffic or browsing data. We may also carry out checks on the information provided by consulting, for example, the Spanish Tax Agency (AEAT) or banking entities. More information at www.cablemovil.es.

7.3.8 Fraud prevention. The data shall be compared with other data from telephony service requests recorded in the Hunter System for the prevention of fraud in applications, solely for the purpose of detecting potentially fraudulent information in the service approval process. If inaccurate, irregular or incomplete data are detected, your request shall be subject to a more detailed review, and such data shall be included as such in the file and may be consulted for the above-mentioned purposes by entities adhering to the Hunter System belonging to the following sectors: financial, card issuers, payment methods, telecommunications, renting, insurers, debt purchase, property, energy and water supply, periodic billing and deferred payment. The list of entities adhering to the Hunter System shall be accessible on its website: www.asociacioncontraelfraude.org. You may exercise your rights before the Spanish Association of Companies Against Fraud at the following address: Apartado de Correos 2054, 28002 MADRID. More information at www.cablemovil.es.

7.3.9 Own commercial communications. CABLEMÓVIL may process Clients' identification and contact data in order to send them commercial information regarding its own products or services, such as promotions of various kinds, new tariffs or improvements by electronic means on the basis of Article 21.2 of Law 34/2002 of 11 July on Information Society Services and

Electronic Commerce and, on the basis of legitimate interest, for making calls. More information at www.cablemovil.es.

7.3.10 Information on best tariffs. Pursuant to Article 67.7 of the General Telecommunications Law, we are obliged to provide our clients with information about our best tariffs at least once a year, for which purpose we shall use our usual communication channels, including electronic means. This communication shall be made on the basis of the legal obligation established in the aforementioned Law. We shall process your data for this purpose while you remain a CABLEMÓVIL client.

7.3.11 Cooperation with authorised authorities. We inform you that, in compliance with current legislation, we are obliged to retain and communicate certain types of data relating to your telecommunications service to the State Security Forces and Corps, courts and tribunals in the exercise of their functions, the Public Prosecutor's Office and other authorities competent in the matter. The categories of data processed for this purpose shall be identification data, contact data and traffic data collected or generated in the context of your contractual relationship with CABLEMÓVIL or the provision of our Services, as well as information related to communications made through our service such as incoming and outgoing call information, IP addresses or location data. More information at www.cablemovil.es.

7.3.12 Subscriber management system. In compliance with CNMC Circulars 1/2013 and 5/2014, we inform you that, as a telecommunications operator, we are obliged to communicate your identification and contact data, information on the contracted service and, in certain cases, location data, to the CNMC Subscriber Data Management System on the basis of a legal obligation. For example, under this obligation we provide information to emergency services. Through this System, and in accordance with the aforementioned Circulars, subscriber directories and enquiry services are also regulated. The inclusion of subscriber data in directories or enquiry services, as well as the use of these published data for commercial or advertising purposes, requires the data subject's consent. The data subject may request inclusion in subscriber directories through Customer Service.

7.4 We inform you that CABLEMÓVIL, on the basis of its legitimate interest in improving our services and retaining our client portfolio, may also analyse, during the term of the Agreement and for up to 18 months after its termination, the use made by the Client of the Services contracted with us, essentially for three purposes:

7.4.1 To improve the service, offer and support provided to clients in general (for example, developing new tariffs, reducing waiting times in Customer Service, routing calls to Customer Service efficiently, etc.).

7.4.2 To detect incidents, areas for improvement or needs in relation to our services in general (for example, antenna problems, coverage or network problems, irregular or fraudulent traffic and improving incident handling).

7.4.3 To create churn propensity models and other statistical models. More information at www.cablemovil.es.

7.5 What are your rights?

7.5.1 We inform you that, in accordance with data protection legislation, you have the rights of access, rectification, portability, restriction of processing, erasure and objection, as well as the right to withdraw the consent given at any time.

7.5.2 You may exercise these rights by post to Avenida de Bruselas, 38, 28108 Alcobendas (Madrid) or by email to dpo@masmovil.com, indicating the right you wish to exercise and enclosing the required documentation. We also inform you that you may lodge a complaint with the Spanish Data Protection Agency at www.aepd.es.

7.5.3 If you have any doubts regarding the processing of your personal data, you may contact our Data Protection Officer (DPO) by sending an email to dpo@masmovil.com.

8 CAUSES OF SUSPENSION OF THE SERVICE

8.1 CABLEMÓVIL may suspend the contracted Service in the following cases:

8.1.1 Where the Client has failed to meet their payment obligations or has exhausted their balance and/or exceeded their credit limit.

8.1.2 If the Client provides CABLEMÓVIL with personal data that is inaccurate, deliberately incorrect or involves the usurpation of a third party's identity.

8.1.3 Where the Client makes irregular or fraudulent use of the Service.

8.1.4 Where the Client has used a payment method fraudulently or where there is a reasonable risk of fraud.

8.1.5 In any of these cases, CABLEMÓVIL shall contact the Client prior to suspension of the Service in order to inform them of the existence of a breach of the GTCs.

8.2 CABLEMÓVIL may temporarily suspend the Services in the event of total or partial delay by the Client in payment for the Services, from the date on which CABLEMÓVIL becomes aware of such circumstance, subject to 48 hours' prior notice to the Client informing them of the date from which the suspension shall be carried out, and such suspension may not take place on a non-working day.

8.3 Notwithstanding the foregoing, in the case of the Fixed Telephony Service, where the Client is in total or partial delay in payment of invoices for a period exceeding one (1) month from their presentation, this may give rise, subject to fifteen (15) days' prior notice to the Client, to temporary suspension of the contracted services, the Client being informed of the date from which such suspension shall be carried out, and such suspension may not take place on a non-working day.

8.4 Suspension shall affect only the Services in respect of which payment is in arrears.

8.5 Suspension of the service shall not exempt the Client from the obligation to continue paying the monthly charges.

8.6 In the event of temporary suspension of the telephone Service for non-payment, outgoing emergency calls and incoming calls shall be maintained, except for reverse charge calls and calls relating to the mobile telephony service when abroad.

8.7 CABLEMÓVIL shall restore the suspended Service on the working day following the day on which it becomes aware that the outstanding amount has been paid in full.

8.8 In the event of temporary suspension, if the Client has lodged a complaint with the Consumer Arbitration Boards, where CABLEMÓVIL has submitted to them, or with the Secretary of State

for Telecommunications and the Information Society, CABLEMÓVIL shall neither suspend nor interrupt the service while the complaint is being processed, provided that the Client duly deposits the amount owed and delivers the corresponding receipt to CABLEMÓVIL.

8.9 Reconnection of the services shall be carried out pursuant to the conditions in force at that time, and the Client must pay the applicable charge for this item. During the suspension period, CABLEMÓVIL may remove hired equipment from the Client's premises.

8.10 The Client may formally request, by giving fifteen (15) days' notice before the desired effective date, temporary suspension of the fixed telephony Service by means of a communication addressed to Customer Service. The duration of the suspension shall not be less than one (1) month nor more than three (3) months. The suspension period may not exceed ninety (90) days per calendar year. In such cases, CABLEMÓVIL shall deduct from the Client's subscription fee fifty per cent (50%) of the proportional amount corresponding to the period affected.

8.11 Total or partial delay in payment of MÁSMÓVIL invoices for more than three (3) months, or temporary suspension of the Services on two occasions due to late payment, shall entitle CABLEMÓVIL to definitive interruption of the Services and the corresponding termination of the Agreement.

8.12 In any event, the Service may be interrupted pursuant to current legislation where a deficiency caused by the Client affects the integrity or security of the Network or the provision of Services to other clients.

8.13 This measure shall cease when the Client disconnects and notifies CABLEMÓVIL of the disconnection of the equipment causing the deficiency.

8.14 CABLEMÓVIL may occasionally interrupt the Services in order to carry out improvement works, repairs, equipment changes or for analogous reasons, although such interruptions shall be as brief as possible and shall preferably, and whenever possible, take place during periods of minimum usage.

8.15 The Client accepts the need to consent to such interruptions and that CABLEMÓVIL shall not be obliged to compensate them except to the extent of the compensation provided for in the section "Liability of CABLEMÓVIL" of this Agreement, where applicable.

9 TERM AND TERMINATION

9.1 The Agreement shall have an initial term of twenty-four (24) months and shall be automatically renewed after the expiry of the initial term for identical periods, in accordance with Article 67.7 of Law 11/2022 of 28 June, General Telecommunications Law, without prejudice to the Client's right to terminate it at any time during that period in accordance with clause 14 of these General Conditions.

9.2 CABLEMÓVIL shall be entitled to terminate the Agreement on the general grounds for termination of contracts and on the grounds referred to in the GTCs.

9.3 Automatic termination of this Agreement at the request of CABLEMÓVIL shall occur where CABLEMÓVIL's authorisation to provide the Service ceases and this makes it impossible to continue providing it, and in such case no right to compensation in favour of the Client shall arise.

9.4 For their part, the Client has the right to terminate the Agreement at any time by sending notice of termination, together with a copy of their national identity document or equivalent identification document, to Customer Service at least two working days before the date on which they wish the cancellation of the Service to take effect.

9.5 The Agreement shall terminate, with the consequent definitive interruption of the Service, on the general grounds admitted by law and especially on the following grounds:

9.5.1 Decision of the Client.

9.5.2 Serious breach of the obligations arising from the Agreement, as well as use of the Service contrary to good faith.

9.5.3 Delay in payment for the Service for a period exceeding three (3) months or temporary suspension of the Agreement on two occasions due to late payment in accordance with these GTCs.

9.5.4 Unauthorised, unlawful, fraudulent or improper use of the Service.

9.5.5 In exceptional cases where necessary for technical, operational or service reasons, or in the event that the Service is permanently interrupted, the Client must return the devices and/or terminals owned by CABLEMÓVIL.

9.5.6 In application of the obligations imposed on CABLEMÓVIL as a telecommunications operator pursuant to Law 25/2007 on the retention of data relating to electronic communications and public communications networks, CABLEMÓVIL reserves the right to cancel the Agreement or block or suspend the Service at any time if it is verified that the identification data provided by the Client is false, incorrect or incomplete. If the Client does not request number retention, termination of the Agreement for any reason may result in loss of the assigned number within one month from the termination date.

10 AMENDMENT OF THE GTCs

10.1 CABLEMÓVIL may make amendments to these GTCs, as well as to the tariffs in force at any given time, by notifying the Client affected by the amendment at least one (1) month before the date on which it will enter into force, which shall be expressly indicated.

10.2 If the Client does not accept the new conditions and notifies CABLEMÓVIL accordingly, the Client may terminate the Agreement early and without any penalty.

10.3 If, after one (1) month from notification by CABLEMÓVIL, the Client has not expressly stated their disagreement, or continues using the Service after the announced amendment has entered into force, they shall be deemed to have accepted the proposed amendments.

11 CHANGE OF ADDRESS, TELEPHONE NUMBER OR HOLDER

11.1 The Client may request a change of the address at which they receive the contracted Services through Customer Service. If, for technical reasons, CABLEMÓVIL is unable to provide the Services at the new address, the Client may terminate the Agreement early and without any penalty.

11.2 If the change of address is technically possible, the Client shall only be required to pay the tariff in force for a change of address.

11.3 In the case of rental of telephony and/or Internet devices, the Client must transfer, under their own responsibility, the equipment associated with such Services to the new address. Where it is necessary to change the Client's mobile or fixed telephone number, whether for technical reasons or because current regulations so require, CABLEMÓVIL shall notify the Client of such change and the reasons for it, giving three (3) months' prior notice in the case of fixed telephony, informing the Client of the new number to be assigned. The Client shall not be entitled to compensation on this ground.

11.4 Notwithstanding the foregoing, CABLEMÓVIL shall adopt the appropriate measures to enable the Client to retain their telephone number when changing operator, pursuant to the applicable regulations and conditions. In addition, the Client may request a change of telephone number at any time.

11.5 In the event of a change of holder, both the current holder and the new holder declare that all data provided to CABLEMÓVIL Customer Service is correct and that they have read, are aware of and fully accept these GTCs. The date on which the new payment liability takes effect shall be the day following confirmation of the change of holder by CABLEMÓVIL, which shall occur once it has received the necessary documentation duly completed.

11.6 Notwithstanding the foregoing, the change of holder shall not release the current holder from payment of the amounts accrued up to the date of the change.

12 ASSIGNMENT

12.1 CABLEMÓVIL reserves the right to transfer the rights and/or obligations arising from these GTCs to a company belonging to the same corporate group or to a third-party electronic communications operator without requiring the Client's express consent, notifying the Client of this fact at least one (1) month in advance.

12.2 A Client who does not wish to accept such assignment may terminate the Agreement early and without any penalty.

13 SEVERABILITY

13.1 Any declaration of nullity, ineffectiveness or invalidity of any of these GTCs shall not affect the validity of the remaining conditions, which shall remain in force and be binding upon the parties.

14 GOVERNING LAW AND COMPETENT JURISDICTION

14.1 The law governing the relationship between the parties shall be Spanish law, and the competent jurisdiction shall in each case be that determined by the legislation on consumer and user protection where the Client has the status of consumer. Otherwise, the parties submit, to the exclusion of any other jurisdiction that may correspond to them, to the jurisdiction of the

Courts and Tribunals of Madrid Capital for the resolution of any disputes arising from the interpretation or application of these terms and conditions.

SPECIFIC TERMS AND CONDITIONS GOVERNING MOBILE TELEPHONY SERVICE

1 PURPOSE

1.1 These Specific Conditions shall apply exclusively in the event of contracting the Mobile Telephony Service, either independently or in conjunction with other services.

2 INSTALLATION AND ACTIVATION OF THE LINE

2.1.1 The Client shall have a period of 60 days from the date of purchase or receipt of the SIM card in which to activate it.

2.1.2 Once this period has elapsed without the card having been activated or used, CABLEMÓVIL may cancel it. In such case, the Client shall be entitled to recover the amount paid for it, upon prior request to Customer Service.

2.1.3 In such case, as well as where the activation is cancelled by the Client, CABLEMÓVIL shall be entitled to charge the management fees corresponding to the delivery of the Card, without prejudice to the provisions of the clause relating to the right of withdrawal where applicable. Any applicable management fees shall be communicated to the Client in the specific conditions of the contracted services.

3 TARIFFS, BILLING AND PAYMENTS

3.1 The Mobile Telephony Service tariffs may include associated minimum consumption amounts or fixed monthly charges.

3.2 The minimum monthly consumption required from the Client shall depend on the specific conditions of each tariff. If the Client does not consume the minimum amount corresponding to their tariff, CABLEMÓVIL shall invoice or deduct from their balance each month such amount or, where applicable, the amount remaining to reach it. Certain tariffs may include a fixed monthly charge, which shall be stated in the specific conditions of each tariff prior to contracting. Such fixed charge shall accrue at the beginning of each billing period.

3.3 In the event of cancellation once the billing period has begun, the Client shall be charged the fixed charge in proportion to the number of days enjoyed from the beginning of the billing period until the cancellation date.

3.4 Certain actions by CABLEMÓVIL, which shall be notified before being carried out, may entail additional charges. In order to ensure correct billing of mobile data services, CABLEMÓVIL may reset the connection to this service every 2 hours of continuous connection. Resetting the service consists of automatically restarting the data session.

3.5 Contracting of Mobile Telephony Services on a postpaid basis shall be governed pursuant to these General and Specific Terms and Conditions of Contracting.

3.6 Prepaid option or contract without direct debit

3.6.1 A Client who has chosen to contract the service on a prepaid basis may top up the balance of their Card through any of the payment methods offered by CABLEMÓVIL, such as debit or credit card, top-up cards or at any participating establishments identified with our badge.

3.6.2 The Client may also request that top-ups be made automatically upon reaching a certain date or predetermined balance. In such case, the top-ups shall be charged to the credit or debit card provided by the Client for this purpose.

3.6.3 If the Card balance becomes negative, the amount of the next top-up shall be allocated, in whole or in part, to offset such negative balance. The Client is obliged to restore in full any amounts corresponding to negative balances from the date on which they arose. If the Client maintains a negative balance on their line, including use after the Service has been cancelled, CABLEMÓVIL shall settle the amount owed by means of an additional charge through any of the payment methods registered by the Client for making top-ups.

3.6.4 The Client is obliged to pay invoices when due. In the event of non-payment of an invoice by the Client, and following analysis of the specific case, CABLEMÓVIL may charge the Client the costs generated by such non-payment, as well as the consequences arising therefrom, including bank return charges and reconnection costs. The charges applicable in cases of non-payment are available on the website www.cablemovil.es.

3.6.5 All of the foregoing is without prejudice to any other actions that may be taken, such as the charging of default interest at the legal rate plus two points, or the inclusion of the Client's data in solvency and credit files.

3.7 Monthly subscription option

3.7.1 If the Client has chosen to contract the CABLEMÓVIL Mobile Telephony Service under this modality, the fixed items associated with the SIM card, such as charges or bundles, shall be paid in full against the available balance at the beginning of the billing period.

3.7.2 The balance shall be topped up automatically by means of a monthly charge to a debit or credit bank card for a minimum amount of 10 euros.

3.7.3 If the balance is consumed in full before the end of the billing period, the Client may request, in addition to the monthly charge and at their discretion, that it be topped up by a minimum amount of 10 euros or by higher amounts in multiples of 10 euros.

3.7.4 In order to contract CABLEMÓVIL services under this modality, it is an essential condition that the Client have a bank card suitable for e-commerce and allowing a security verification to be carried out.

3.7.5 The charges or bundles associated with this modality of contracting are valid for one calendar month, from the first day of the month to the last day thereof, both inclusive. If the service is contracted after the relevant month has begun, the charges or bundles shall have a duration and price proportional to the days remaining from the date of contracting until the last day of that month.

3.7.6 Once the call minutes included in the charges or bundles have been used up, and any existing balance has been consumed, the outgoing call service shall be suspended, except in relation to freephone and emergency numbers, until the first day of the following month after

the corresponding amounts have been charged to the card or, where applicable, until the services are extended during the relevant month.

3.7.7 The service for receiving calls shall not be affected by this circumstance except where the receipt of the call entails associated charges (such as interconnection charges or reverse charge calls).

3.7.8 If the volume of mobile data contracted is consumed before the end of the relevant month, the data service shall be suspended until the first day of the following month after the corresponding amounts have been charged to the card or, where applicable, until the services are extended during the relevant month.

3.7.9 Usage carried out outside the fixed items paid in advance shall be charged to the balance available at that time. Where it is necessary to extend the services associated with the fixed charges, the Client may request this through their personal area or by express request to Customer Service.

3.7.10 The cost of extending the services shall be charged to the Client's bank card at the time of confirmation of the request.

3.7.11 In the event of cancellation of the Service, MÁSMÓVIL shall refund the unused balance to the Client's associated bank card. The charges or bundles do not include calls made or received or traffic from abroad (Roaming Service), nor calls to premium-rate services. Access to these services shall require the existence of available balance in the Client's favour or extension of the service. As with the contracting modality with direct debit, CABLEMÓVIL may, at any time and/or exceptionally, request guarantees in the same situations provided for in the GTCs in order to guarantee fulfilment of the Client's obligations.

3.8 COVERAGE

3.8.1 CABLEMÓVIL shall provide the Service exclusively in the coverage areas within the national territory in which it is deployed.

3.8.2 CABLEMÓVIL undertakes to provide the Service within the limits of coverage and the state of the technology.

3.8.3 In any event, CABLEMÓVIL shall not be liable for interruptions or malfunction of the Service caused by topographical and/or atmospheric conditions that prevent or make its provision impossible.

3.9 IDENTIFICATION OBLIGATIONS IN THE CASE OF CONTRACTING UNDER THE MONTHLY SUBSCRIPTION MODALITY

3.9.1 In order to contract the service under this modality, it is a necessary condition that the Client follow an identification and contracting process.

3.9.2 The personal data provided during the identification process shall be processed under the terms set out in the GTCs.

3.9.3 In order to identify you in the terms required by current legislation, it is necessary that you provide the personal data requested in the web contracting form and a photograph of your ID card or passport.

3.9.4 The use of online means as a contracting channel makes it essential to apply measures allowing effective verification of the contractor's identity and compliance with current legislation.

3.9.5 The absence of any of the required data, its inaccuracy or failure in the verification of the data shall result in an error preventing registration and contracting of the services.

3.10 CONSEQUENCES OF SUSPENSION OF THE SERVICE

3.10.1 During the 30-day period from the date of suspension of the Service, the Client may receive calls (except where the Client is outside the national territory or where the calls are reverse charge), SMS and MMS ("soft block").

3.10.2 Once the aforesaid 30-day period has elapsed without the cause of the suspension having ceased, receipt of calls, SMS and MMS shall also be blocked ("hard block").

3.10.3 Once 90 days have elapsed from the date of suspension without the cause having ceased, CABLEMÓVIL shall permanently block the SIM card, and the contract with CABLEMÓVIL shall be deemed definitively terminated in relation to this Service.

3.10.4 CABLEMÓVIL may unilaterally terminate the Agreement in relation to this Service where it considers that the mobile telephone service covered by it is inactive.

3.10.5 The Service shall be deemed inactive where 4 consecutive months have elapsed without any billable service usage having been made.

3.10.6 CABLEMÓVIL reserves the right to claim from the Client the amount of any negative balance, plus the interest and costs arising from the claim. Until permanent blocking takes place, it remains possible to pay outstanding invoices, top up balance and make emergency calls to 112, as well as calls to Customer Service.

3.11 SPECIFIC MINIMUM TERM CONDITIONS

3.11.1 In the event of subsidised purchase or transfer/lease, or provision on advantageous terms for the Client, of Equipment or terminals, whether or not such purchase or transfer is linked to a specific price plan and/or the application of certain discounts, as well as in the event of the application of certain discounts on the price of the Services, the Client undertakes to remain subscribed to this Agreement for the period and under the conditions detailed in the cover sheet thereof, from the date of signature.

3.11.2 If the Client terminates the Agreement early for any reason, fails to pay amounts owed to CABLEMÓVIL and this results in definitive interruption of the Service, breaches the Agreement, makes unlawful use of the Service or changes the contracted price plan to another with a lower consumption commitment or a lower charge, the Client must pay CABLEMÓVIL the amount corresponding according both to the commitment undertaken and to the time remaining to fulfil it, up to the maximum amount detailed in the cover sheet (excluding indirect

taxes), all as compensation for failure to comply as agreed and in consideration of the benefits previously received.

3.11.3 In the event that CABLEMÓVIL is unable to provide the Service for technical reasons not attributable to the Client, the Client must return the equipment and terminals delivered by CABLEMÓVIL within fifteen days from communication by CABLEMÓVIL to the Client of the impossibility of providing the service.

3.11.4 The return of the equipment and terminals shall be carried out by the Client in the same manner as that in which they were originally delivered.

3.11.5 If the Client fails to return the equipment and terminals within the stated period, the Client must pay CABLEMÓVIL the amount detailed in the cover sheet.

3.11.6 If, during the term of the stated minimum term commitment, the Client requests a change of address to a geographical area where CABLEMÓVIL is unable to provide the Service for technical reasons, the Client must pay CABLEMÓVIL the amount corresponding according both to the commitment undertaken and to the time remaining to fulfil it, up to the maximum amount detailed in the cover sheet (excluding indirect taxes), all as compensation for failure to comply as agreed and in consideration of the benefits previously received.

4 RIGHT OF WITHDRAWAL

4.1 APPLICABLE ONLY IN THE EVENT OF DISTANCE OR OFF-PREMISES CONTRACTING.

4.2 The Client is granted the right to withdraw from this Agreement within a period of 14 calendar days from its conclusion.

4.3 In the event of activation with CABLEMÓVIL involving portability from another originating operator, please note that exercising the right of withdrawal will not entail automatic return to the originating operator; the Client must arrange a new portability request with their original operator for this purpose.

4.4 In order to exercise the right of withdrawal, you must notify us of your decision to withdraw from the Agreement by means of an unequivocal statement (for example, a letter sent by post or email), including the "Order No.". For this purpose, you may use the model withdrawal form, although its use is not compulsory. You may send the communication exercising your right of withdrawal by email to hola@masmovil.com or to the following postal address: CABLEMÓVIL, with registered office at Avenida de Bruselas, 38, 28108, Alcobendas, Madrid, Spain.

4.5 Exercising the Right of Withdrawal shall entail the obligation to return the equipment or terminals supplied by CABLEMÓVIL for the provision of the Service in their original packaging, in perfect condition, including all accessories and ready for dispatch.

4.6 Only products showing no signs of damage shall be accepted for return.

4.7 The Client shall be responsible for any reduction in the value of the products subject to return resulting from handling other than that necessary to establish the nature, characteristics and functioning of the products subject to return. For greater certainty, the Client may place the withdrawal form, duly completed and signed, inside the parcel.

4.8 As a consequence of exercising the Right of Withdrawal, the Client must return or hand over the products directly (terminals or devices) to the address indicated in this section, without undue delay and, in any event, no later than 14 calendar days from the date on which the Client communicates to MÁSMÓVIL their decision to withdraw from the Agreement.

4.9 The Client must also bear the direct cost of returning the products supplied by CABLEMÓVIL.

4.10 Notwithstanding the foregoing, please note that we may withhold reimbursement until we have received the returned products correctly or until we receive unequivocal proof of their return, whichever condition is met first.

4.11 In the event of withdrawal, CABLEMÓVIL shall reimburse the Client all payments received no later than 14 calendar days from the date on which the Client informs CABLEMÓVIL of the withdrawal.

4.12 In the event of withdrawal, where CABLEMÓVIL has installed and/or activated the Service at the Client's express request during the withdrawal period and prior to the Client exercising such right, CABLEMÓVIL shall be entitled to charge the cost of the installation and usage incurred up to that point and, on a pro rata basis, the charges provided for in the General and Specific Conditions of each tariff incurred by the Client.

4.13 If the Client withdraws from the Agreement and the price to be paid had been financed wholly or partially by means of credit (whether by CABLEMÓVIL or by a third party under prior agreement with CABLEMÓVIL), such withdrawal shall also entail termination of the credit without penalty.

4.14 If the Client had been benefiting from a commercially discontinued service with CABLEMÓVIL and contracts a new service under this Agreement, upon withdrawal it shall not be possible to reinstate the original service; nevertheless, CABLEMÓVIL shall place the Client in a position such that they are not disadvantaged.

SPECIFIC CONDITIONS OF THE ROAMING SERVICE

1 PURPOSE

1.1 These specific conditions shall govern the relationship between the client and Xfera Móviles, S.A.U. ("CABLEMÓVIL"), with C.I.F. (*Spanish Tax ID Code*) A-82528548 and address in Alcobendas (Madrid), Avda. de Bruselas, 38 (28108), in all matters relating to the roaming provision ("Roaming") of the mobile electronic communications services contracted by the client with CABLEMÓVIL (the "Service"), pursuant to the European Union Roaming Regulation.

1.2 The client's reading of these specific conditions is a necessary prior condition for the provision of roaming services and implies full and unreserved acceptance of each and every provision included in these specific conditions, which are published on CABLEMÓVIL's website www.cablemóvil.es.

1.3 These specific conditions supplement the general conditions governing provision of the Service.

2 PROVISION OF THE ROAMING SERVICE

2.1 Provision of the Roaming Service allows the mobile electronic communications services contracted by the client to be used when the client travels abroad, once the service is active, and provided that it is available in the country visited.

2.2 International calls and messages (originating in Spain and destined for any other country) are excluded from these conditions.

3 ACTIVATION OF THE ROAMING SERVICE

3.1 The Roaming Service is not activated automatically upon activation of CABLEMÓVIL Services. However, the service may be activated/deactivated upon the client's request at any time by contacting our Customer Service department.

4 PRICE

4.1 The price of the service shall depend on the country in which you are located:

4.2 ZONE 1 OR EU ZONE: EU AND EEA ROAMING. From 15 June 2017, the traffic incurred:

4.2.1 In the European Union (EU) and European Economic Area (EEA) countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Estonia, Finland, France, Gibraltar, Greece, Guadeloupe, French Guiana, the Netherlands, Hungary, Ireland, Martinique, Réunion, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal (Madeira and Azores), the United Kingdom, the Czech Republic, Romania, Sweden and Spain – for destination zone purposes only.

4.2.2 Within Zone 1 or the EU Zone, charges shall apply pursuant to the conditions of your national tariff, with no surcharge for using your mobile in any EU or EEA country.

4.2.3 Calls: voice traffic incurred whilst roaming shall be charged at the per-minute rate and call set-up fee of the tariff each client has contracted for national traffic. Where the tariff includes a voice allowance, roaming traffic shall count against the contracted allowance. Once exhausted, the same conditions as your national tariff shall apply. Calls received by the client shall not be charged and shall not count against the national voice allowance. Likewise, any person calling from Spain to the line that is roaming shall pay the price of a national call pursuant to the conditions of their tariff.

4.2.4 Messages: message traffic incurred whilst roaming shall be charged at the message rate indicated in the national tariff contracted by each client. Where the tariff includes an allowance, messages sent whilst roaming shall count against the contracted allowance. Once exhausted, the same conditions as the national tariff shall apply. SMS received whilst abroad shall not be charged and shall not count against the contracted SMS allowance.

4.2.5 Data: data traffic incurred whilst roaming shall be charged at the per-GB rate of the tariff each client has contracted for national traffic. Where the tariff includes a data allowance, roaming traffic shall count against the contracted data allowance. Once the allowance is exceeded, the same conditions as those applicable to national data traffic shall apply: pay-as-you-go at maximum speed, speed reduction or use of services extending the contract allowance.

4.3 OTHER ZONES:

4.3.1 Calls: voice traffic incurred whilst roaming shall be charged according to the Roaming tariff applicable in the corresponding country. Both outgoing and incoming calls shall be charged. The person calling from Spain to the line that is roaming shall pay the price of a national call pursuant to the conditions of their tariff.

4.3.2 Messages: SMS traffic incurred whilst roaming shall be charged according to the Roaming tariff applicable in the corresponding country. SMS received whilst abroad shall be free of charge for the client.

4.3.3 Data: data traffic incurred whilst roaming shall be charged according to the Roaming tariff applicable in the corresponding country. All Roaming tariffs can be found at www.cablemovil.es.

4.4 FAIR USE POLICY IN ZONE 1 AND THE EU ZONE

4.4.1 From 15 June 2017, traffic incurred within Zone 1 and the EU Zone shall be charged according to the conditions of the national tariff of the roaming client who ordinarily resides in Spain or has stable links with this country implying a frequent and substantial presence, when travelling periodically within the EU. Accordingly, CABLEMÓVIL reserves the right to apply the “fair use policy” described in the European Roaming Regulation where, on the basis of control mechanisms founded on the objective indicators described, improper, abusive or fraudulent use of the Roaming Service by the client is detected.

4.4.2 The purpose of the “fair use policy” is to prevent the roaming client from making abusive or anomalous use of the Roaming Services provided in Zone 1 or the EU Zone.

4.4.3 Use shall be deemed to exceed the “fair use policy” where:

4.4.3.1 The client’s presence and predominant consumption in EU and EEA Roaming exceed their national presence and national traffic.

4.4.3.2 There are long periods of inactivity of SIM cards associated with predominantly roaming use.

4.4.3.3 There is the acquisition and sequential use of multiple SIMs by the same client whilst roaming.

4.4.3.4 There is organised resale of CABLEMÓVIL SIM cards. Pursuant to the European Union Roaming Regulation, if improper, abusive or fraudulent use is detected, a surcharge may be applied to traffic incurred in Roaming Zone 1 and the EU Zone, or any other actions that may be applicable where any of the cases set out in the following paragraph arise, applying the control mechanisms based on the objective indicators described.

4.4.4 APPLICABLE CONTROL MECHANISMS

4.4.4.1 1st. Proof of residence in Spain: CABLEMÓVIL reserves the right to request from its roaming clients evidence proving the client’s habitual residence in Spain or other stable links implying a frequent and substantial presence in the national territory. Four-month observation periods. If CABLEMÓVIL detects the client’s predominant presence and use of one or more Services (voice, SMS or data) in Zone 1 and the EU Zone over national traffic, CABLEMÓVIL may notify the client that the use of their Roaming Service is considered abusive. Such notification

shall mean that CABLEMÓVIL may apply the indicated surcharge from that point onwards if, during the following 14 days, the client's behaviour continues to show predominant presence and consumption in Zone 1 or the EU Zone. CABLEMÓVIL may continue applying the indicated surcharge to the Service in respect of which abusive use is detected so long as the client's behaviour indicates predominant presence and consumption. For the purposes of applying the aforesaid objective indicators:

4.4.4.2 For the presence indicator, all days on which the client has connected to the national network shall count as days of national presence, as shall those days on which the client has connected to a network outside the EU/EEA. Days on which the terminal is switched off shall be considered days without connection and shall not count for the said indicator. Predominant presence shall mean staying more than 50% of the days in EU and EEA roaming.

4.4.4.3 For the consumption indicator, predominant consumption shall mean consumption of more than 50% of actual voice, SMS or data traffic by the client whilst roaming in the EU and EEA.

4.4.4.4 Roaming services shall be provided under quality conditions no less favourable to the end client than those offered in the country of origin, provided that the same generation of network and mobile communications technology contracted by the client is available on the visited network.

4.4.4.5 If it is not possible to access whilst roaming the same quality conditions as those available in the country of origin, CABLEMÓVIL guarantees that it shall offer the end client the highest quality network level available on the visited network, taking into account the development of the generations and technologies offered on each of those networks.

4.4.4.6 It should also be borne in mind that, in certain regions, the quality of the service may be affected for reasons beyond CABLEMÓVIL's control, as well as by coverage problems or by the technology of the terminal used by the end client.

4.4.4.7 It is likewise stated that certain additional services, such as value-added services, may entail an increase in the applicable tariffs.

4.4.4.8 4th. Periods of inactivity: long periods of inactivity of a given SIM card together with principal, if not exclusive, use of the Service in Roaming, or the activation and sequential use of multiple SIM cards by the same client whilst roaming, shall be considered abusive or anomalous use of Roaming services.

4.4.4.9 5th. Resale of SIM cards: in all cases, the resale of SIM cards to persons who do not genuinely reside or have stable links in Spain is prohibited, where the purpose is to make it possible to consume Roaming services provided by CABLEMÓVIL by applying the national tariff for purposes other than periodic travel. In such case, CABLEMÓVIL may immediately adopt proportionate measures in order to ensure compliance with all conditions of the contract.

4.4.5 CLAIMS CONCERNING THE APPLICATION OF THE FAIR USE POLICY

4.4.5.1 Without prejudice to any other legal actions available in law, claims regarding the operation of the fair use policy or any other issue that may arise in relation to its application may be addressed to CABLEMÓVIL, through its Customer Service department as indicated in the General Conditions of the Service, within one month from the time when the fact or cause giving

rise to the claim becomes known, without prejudice to those cases in which the legislation in force establishes other time limits.

5. CREDITWORTHINESS CHECK

5.1 We inform you that, prior to contracting, we shall consult your creditworthiness in common credit information systems (e.g. BADEXGUG, ASNEF, Experian or Equifax), pursuant to Organic Law 3/2018 of 5 December on Personal Data Protection and guarantee of digital rights, this being one more element within the analysis of the contracting request, in which other variables are also taken into account depending on the sector, whether you have debts with other companies in our group, or the risk of fraud. If the analysis is negative, we inform you that your contracting request may be rejected and that you have the right to request a manual review of your case.

6. COMMUNICATION OF DEBT DEFAULT DATA TO COMMON SOLVENCY FILES

6.1 In the event of failure to meet your financial obligations on time, resulting in a certain, due and payable debt, your identification data and data relating to the outstanding unpaid debt shall be communicated, on the basis of the legitimate interest of OLIVENET NETWORK, S.L. protected by current legislation, to the entities responsible for common credit information systems (e.g. BADEXCUG, Experian, ASNEF or Equifax, Judicial Incidents File, etc.), pursuant to the provisions in force regarding credit information systems. If you would like additional information about our legitimate interest, please contact dpd@olingroup.es.