holaWIFi				(Contract number				
			Agent		Contract date				
DETAILS OF THE									
					NII	F/CIF			
						7011	Owner	Tenant	
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CONTRACT DETA	ILS								
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12 month of perman			g the period of permanence, yo						
			operty of holaWifi and these out by a technician will have			ct condition once	e the service	has ended.	
Equipment on loan									
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Own equipment				$\overline{}$					
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4G (90Gb) 29,95	i€/month inc	l. VAT. Registration	fee - 99€ Loaned equipment of the service.	ent must be ret	urned with all i	ts elements and ir	n perfect cond	ition at the end	
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PC: 03760 Town: tions to the debtor's bank	to make the cor	responding charges to his	ountry: España By signing account; and b) To the entity ma	ake collections	on your accou	nt following the in:	structions of th	ne creditor. The	
follow the date the accour	nt is debited. He	can obtain additional info	d conditions of the contract sign mation about his rights from you	ed with said ba ur financial inst	titution.				
SWIFT/BIC (betwee					Ty	pe of payment	Recurring	payment	
Current Account - IB									
•	of these or	der coincide with the	rest of the conditions an	d are show	n overleaf.				
AGREEMENT									
The undersigned ag	rees with the	e provisions of this co	ontract and agrees to sul	bscribe to th	ne holaWifi	service.			

If you are not the holder, please indicate name and ID number

Installer

By the owner of the service

GENERAL CONDITIONS OF CONTRACTING THE SERVICES OF HOLAWIFI COMERCIALIZADORA S.L

These General Contracting Conditions, together with the Particular Conditions, the Descriptions of Services and the Rate Lists that may be established in each case, and others that will be published on the page www.holawfi.net constitute the CONTRACT being the only ones applicable - Except for express and written agreement between the parties to the contrary - and regulate the relationships that arise between HOLAWIFI coMERCIALIZADORA SL (hereinafter HOLAWIFI) as commercial company with registered office at Aptdo. Corros on 2. Ondara 03760 (Alicante), and with CIF B-54945761. Likewise, these General Conditions will be applicable as long as they do not conflict with the Particular Conditions, the Descriptions of Benefits and the Rate Lists that may be established in each case. The latter will prevail in all case in the relations maintained between THE CLIENT and HOLAWIFI. THE CLIENT expressly acknowledges having read this document in its entirety, declares to understand it and agrees to be fully and unreservedly bound by its terms and stipulations from the moment the first service is contracted and be aware by any means of the enrollment, subscription and registration to the services provided by HOLAWIFI, acceptance that will be maintained throughout the term of the CONTRACT.

- 1.-OBJECT. By this contract the conditions of provision of electronic communications services of HOLAWIFI are regulated consisting of Internet connectivity and, where appropriate, IP telephony, mobile telephony, television, Internet radio and landlines ADSL / VDSL/ FIBRE that it makes available to the CLIENT with due consideration by the latter to HOLAWIFI.
- 2.-SERVICES.The HOLAWIFI service will provide the Client with a wireless internet connection as the main service and may also have additional associated services such as an IP telephony service, mobile telephony, television, internet radio and ADSL / VDSL fixed lines. These will be detailed in this contract, in an Annex to it or on our website. For the activation of these services, if their use is possible, THE CLIENT will have to contact HOLAWIFI, which will have to explain the conditions and characteristics of the service. The installation price is under market conditions and includes the travel of an installer, the installation of an antenna and a router, up to 3h of work and 15m of cable.
- -CONDITIONS OF THE EQUIPMENT. Equipment. HOLAWIFI will make the equipment and accessories available to the 3.-CONDITIONS OF THE EQUIPMENT. Equipment. HOLAWIFI will make the equipment and accessories available to use CLIENT in perfect conditions of use for the provision of the service. In any case, in the service installation sheet, the specific device that HOLAWIFI will sell, assign or lend to the CLIENT will be identified. The equipment loaned is valued up yo € 390 plus taxes. 3.2. Return. In the event of cancellation, termination or recission of the Contract, THE CLIENT will have to return the aforementioned equipment to HOLAWIFI. In the event that, after fifteen days, THE CLIENT has not returned the return the atorementioned equipment to HULAWIH. In the event that, after titteen days, I HE CLIENT has not returned the material, HOLAWIFI may demand the daily amount of 5 euros until THE CLIENT returns the material as compensation for the undue retention of the materials that were made available to THE CLIENT. THE CUSTOMER agrees to allow access to his home of the person authorized by HOLAWIFI, in order to recover the equipment and materials. The company has the necessary means to install an antenna up to 5m in high. This limit will only be exceeded if the customer agrees to provide the necessary means not only for the installation, but also for its eventual repair or uninstallation.
- the necessary means to install an antenna up to 5m in high. This limit will only be exceeded if the customer agrees to provide the necessary means not only for the installation, but also for its eventual repair or uninstallation.

 4. OBLIGATIONS AND RESPONSABILITIES OF THE CLIENT TOWARDS THE EQUIPMENT. THE CLIENT will be responsible for the damages produced by the inappropriate or unauthorized use or manipulation of the delivered equipment, with the CLIENT liable for any claim that may occur. In order to ensure a correct operation of the service, HOLAWIFI will provide the CLIENT with instructions on its use. THE CLIENT must adhere to said instructions. THE CUSTOMER will have to properly safeguard and use the equipment and materials, and in case of loss, theft, destruction, etc., THE CUSTOMER will have to indemnify HOLAWIFI for an amount equal to the total cost of the repair of the equipment or, for the totality of its initial value, discounting the amount that THE CLIENT has anticipated according to its "specific and individualized" Contract. The compensation will be effective by bank transfer. In the event that the equipment is damaged once they are installed at the CLIENT's home- and provided that the equipment warranty is not covered, THE CUSTOMER will have to pay 10% of the replacement, plus the travel and installation expenses from the technician. In any case, THE CUSTOMER, whether or not it is covered by the guarantee, will have to pay for the call out and new installation by the technicians. THE CUSTOMER assumes responsibility for the consequences, damages or actions that may arise from the configuration, manipulation or incorrect use of these products. HOLAWIFI will not be responsible for such infractions made by THE CLIENT, and THE CLIENT cannot request any compensation from HOLAWIFI. THE CUSTOMER must undertake that all the equipment used for said service has the "C.E.S." (Consumer Equipment Standards) distinctive mark and the safety instructions specified therein must be complied with. THE CUSTOMER m at the request of the CUSTOMER, the latter will be responsible for the installer's travel expenses derived from it, in the event that in the future the service is unstable.
- 5 -OBI IGATIONS AND RESPONSABILITIES OF THE CLIENT IN GENBAL. THE CLIENT must provide HOLAWIEL with 5-OBLIGATIONS AND RESPONSABILITIES OF THE CLIENT IN GENRAL. THE CLIENT must provide HOLAWIFI with their correct and complete data, as well as immediately inform about any modification of the data provided and confirm them again, at the request of HOLAWIFI, within a period of 5 days from the request. THE CUSTOMER has full responsibility for the content of its website, the information transmitted and stored, its exploitation, the hypertext links, the claims of third parties and the legal actions that its action could trigger. THE CLIENT will take the due precautions to ensure that the service is not misused:
- -Fraudulent use or in relation to any criminal offense.
- -Sending, receiving, uploading, downloading or using any material that is offensive, abusive, indecent, defamatory, obscene or threatening, or breaks any term of copyright, confidentiality, privacy or any other right.
- -To cause any unnecessary discomfort or anxiety.
- -Promote or send unwanted e-mail (spam) or provide advertising or promotional material or receive spam, advertising or unsolicited material, sent or by a third party.
- -Any other action that is considered detrimental to the provision of the service to customers. Actions in opposition to the rules, laws, licenses and rights of third parties or in opposition to the policies of acceptance of use of HOLAWIFI.
- THE CUSTOMER may not redistribute the HOLAWIFI services to any third party, both for free and for financial gain. The service provided by HOLAWIFI is for the exclusive use of the CLIENT and at the address that hires it. Therefore, the re-sa-le, transfer, assignment or sub-license of said service (and / or any part of it) or associated software is not allowed, unless express written permission is granted. The CUSTOMER will be responsible for errors or service failures caused by viruses or other computer attacks. Only with the consent and responsibility of the CLIENT will cable and / or antenna installations be carried out in those areas that in principle are or affect some common element of the community (facades, etc.).
- or other computer attacks. Only with the consent and responsibility of the CLIENT will cable and / or antenna installations be carried out in those areas that in principle are or affect some common element of the community.

 6. OBLIGATIONS AND RESPONSABILITIES OF HOLAWIFI. HOLAWIFI must provide the contracted service or services in accordance with the conditions agreed between the parties, the applicable legislation, good faith and the established use specifications. HOLAWIFI cannot quarantee that the availability of the systems will be continued and uninterrupted during the period of validity of the CONTRACT, due to the possibility of problems in the Internet network, failures in the infrastructure and other possible unforeseeable contingencies. It will be the obligation of HOLAWIFI for use all the means at its disposal to proceed with the activation of the services on the agreed date. However, it should be taken into account that all dates are estimates, and that HOLAWIFI cannot guarantee the exact fulfilment of them. HOLAWIFI will respond in any case for the damages produced as a result of a malicious or seriously reckless breach of its contractual obligations, while if the contractual breach occurs for other causes, the liability of HOLAWIFI will be limited to the amount actually plan have been foreseen at the conclusion of the contract, excling in any case the loss of profit. In any case, and unless mandatory legal provision to the contrary, HOLAWIFI's liability to the CLIENT is quantitatively limited to the amount actually paid by the latter as reimbursement for the contracted service. If the antenna is owned by the client due to its acquisition from HOLAWIFI and it breaks down, prior authorization from HOLAWIFI, THE CLIENT must send it by post to process the guarantee, to the following address: C / Segaria No 1, 2o pta. 4, 03760 Ondara (Alicante) or go to any HOLAWIFI office. If you prefer one of our technicians to come, you must pay for the call out (6 50 plus IVA). If the brand's warranty covers the d
- A) Of the content hosted in the systems contracted by the CLIENT.
- B) Of the damages caused by the faulty management or configuration carried out by the CLIENT in the use of the contracted services.
- C) Damages of any nature that may be caused to a third party or the CLIENT as a result of the improper or illegitimate use of the services contracted by the CLIENT.
- D) HOLAWIFI will not have any responsibility for any loss not foreseeable at the beginning of this contract, nor for any loss of opportunity, will, reputation, business, margin, profit or savings that the CLIENT expects to obtain, any disbursement or information that has been lost or corrupted.
- E) When inclement weather changes the average statistical conditions of the installation area, HOLAWIFI cannot gua-

support for file sharing programs, p2p traffic or those that require continuous high use of bandwidth. HOLAWIFI may limit the number of sessions available for these applications. The service allows the CLIENT access to the internet. Said access is not linked to the service and use of the internet, which will be under the responsibility and risk of the CLIENT himself and subject to the established laws. HOLAWIFI will not have responsibility for goods, services, information, software or other material that can be obtained through the internet.

T-PRICES AND PAYMENTS. The price of the contracted services is stipulated by the current rates published on the HOLAWIFI website or communicated to the CLIENT. These rates may be modified by HOLAWIFI for circumstantial and technical reasons. All the prices indicated are understood without adding the indirect taxes applicable according to the applicable legislation at all times, such as the Value Added Tax (I.V.A.), HOLAWIFI will send your invoices by email when they are generated. THE CLIENT accepts its reception by this means. HOLAWIFI, once this contract has been signed, will present its first receipt to the CLIENT in which the installation and equipment amounts will be collected. This receipt will be paid in cash to the installer upon completion of the installation. HOLAWIFI, once this receipt has been paid, will put the equipment into operation within a maximum period of 7 days. HOLAWIFI will issue a joint invoice or services offered in advance, being sent throughout each month to the CLIENT by bank receipt or at the time that is possible by HOLAWIFI. In addition, and for reasons of technical incidence that involve a delay in the preparation and collection of the billing, THE CLIENT accepts that the bank debts necessary to complete the delayed payments be sent to him even if more than one debit occurs within the same month. THE CUSTOMER has hereby signed the SEPA direct debit receipt, thereby accep-ting its conditions. Those payments made by THE CLIENT that represent an expense for HOLAWIFI will be fully assumed by THE CLIENT in the next invoice. Notwithstanding the foregoing, any reprogramming or repair service that involves displacement of technical personnel will be paid in cash at the time of its completion. In case of not showing the payment in accordance with the established conditions, HOLAWIFI reserves the right to agree to the temporary susp

contracted service or services. If THE CLIENT does not proceed to its payment after the suspension notice, HOLAWIFI may urge the termination of the contract and THE CLIENT will permanently cancel the service for breach of the CONTRACT, deleting all the data associated with the contracted service. If THE CLIENT wishes to make any change in the bank details, process a temporary cancellation or reactivation, they must notify HOLAWIFI by sending an email, mentioned in the eighth point of this contract, before the 15th of each month. Any non-payment will be notified to the CLIENT. However, if within a week after the relevant notification, THE CUSTOMER has not updated the payment, HOLAWIFI will proceed to disconnect the service. In the event of reconnection, the CLIENT must pay the amount in force at that time. Notwithstanding the foregoing, in the event of non-payment, the CLIENT will be liable for the expenses for the return and the derived interests that may be generated. For each bank return that occurs for causes attributable to the CLIENT, HOLAWIFI will have the right to charge a surcharge based on management expenses that will amount to 6 30 plus IVA.

- R-COMMUNICATIONS BETWEEN PARTIES. 8.1 Means of communication between the parties. THE CLIENT may communicate with HOLAWIFI via email (info@holawifi.net). HOLAWIFI will not have any responsibility for the consequences derived from the lack of operability of the CLIENT's e-mail address and / or from the lack of communication of the change in their address or of the other contact information provided. THE CUSTOMER may not in any case allege lack of information when this is due to their own negligence when keeping the contact information provided for the provision of the contracted services active and updated. The communications between THE CUSTOMER and the HOLAWIFI staff they must observe the elementary rules of respect. 8.2 Form of the CLIENT's notifications. All notifications or other communications to be made by the CLIENT must be carried out by email (info@holawifi.net).
- communications to be made by the CLIENT must be carried out by email (info@nolawin.net).

 9. RIGHT OF WITHDRAWAL. When THE CLIENT is a consumer and the contract has been concluded without the simultaneous physical presence of the CLIENT, they will have the right to withdraw from the contract, without any penalty and without the need to indicate the reasons, within 14 calendar days from the communication of registration of the contracted service, by means of a written declaration sent by email (info@nolawifi.net). THE CLIENT will not have the right to withdraw from the contract in those cases in which HOLAWIFI has supplied goods or merchandise made in accordance with the CLIENT's specifications or clearly designed and personalized according to their needs, when HOLAWIFI has begun the provision of the service by order express of the CLIENT issued prior to the expiration of the withdrawal period. If the client desists, he must pay the cost of the installation service referred to in the second section, provided that it has been promoted. provided that it has been promoted.
- provided that it has been promoted.

 10. SUSPENSION OF SERVICE. HOLAWIFI reserves the right to provisionally suspend the contracted services when necessary to maintain the security or integrity of the network, the Software or the stored data, prior communication by email addressed to the CLIENT, with sufficient notice, unless, for cause force majeure, it was not possible to make such communication. If the suspension of the service is motivated by malicious or negligent conduct on the part of the CLIENT, HOLAWIFI may demand, where appropriate, the payment of the additional amounts derived from the restitution of the service. In the event of non-payment of mobile telephony, HOLAWIFI may suspend the service from the date on which the becomes aware of such circumstance. Once you have proof that the amount owed has been paid, your service will be restored as soon as possible and within a period of no more than 72 hours. The suspension of the service does not automatically result in the termination of the contract, but although the service remains temporarily suspended due to non-payment, the contract will be understood as in force and will continue to generate the invoices corresponding to the following monthly payments until the full settlement of the debt or until Termination of the contract, without prejudice to the claim of the pending amounts in the latter case.
- 11. DURATION OF THE CONTRACT. THE CONTRACT has a duration that begins to be effective from the first hour of the operation of the service with the date of its signature, having a minimum validity date that will be specified in the corresponding Annex, and can be extended, from the moment the system is definitively installed and put into service. This contract has a mandatory duration of compliance by the CLIENT from the start of the service. In the event that THE CUSTOMER fails to comply with the commitment to stay, he must return the equipment or pay the cost thereof (indicated in point 3 of the contract), as well as pay the remaining proportional part of the installation cost (indicated in point 2 of the contract).
- 12.- WAIVER AND RIGHTS TO THIRD PARTIES. Neither party should consider waiving their rights in this contract for reasons of failure or delay with the exercise of any right. The person, who is not part of this contract, will not have any right to the terms described in it.
- 13.- RESOLUTION OF THE CONTRACT. THE CONTRACT can be terminated for the following reasons
- A) For breach of applicable legislation.
- B) For breach of the principles of good faith and legitimate confidence that should mediate in the contractual relationship between the parties.
- C) For breach of the clauses of the CONTRACT, including the conditions established for the use of the contracted services. The party that had incurred due to the termination of the contract will not be entitled to the reimbursement of any amount previously paid for any concept.
- D) By decision of the CLIENT, communicated sufficiently in advance and at least 15 days from the expiration date, being able to request it by the same means in which the service was requested. In the case of mobile telephony and 4G service the contract may also be terminated:
- E) Due to non-payment of contracted mobile phone services for a period of more than 45 days, a period that is reduced to 15 days if the non-payment occurs in the 4G internet service
- F) Due to the temporary suspension, on two occasions, of the contract whose reason has been the delay in pays
- 14. COMPLAINTS. THE CLIENT may submit complaints related to the service by sending an email to (info@holawfi. net), in such a way that it is possible to track the complaint, being registered in the HOLAWIFI quality system, in order to allow act in the best way possible to satisfactorily resolve your complaint. Any complaint must be submitted within a maximum period of 30 business days from the moment THE CLIENT becomes aware of the fact that motivates the complaint. HOLAWIFI undertakes to resolve the complaint submitted by THE CLIENT becomes aware of the fact that motivates the complaint. HOLAWIFI undertakes to resolve the complaint, THE CUSTOMER will not take any action against HOLAWIFI or urge the conclusion of the contract for the reasons that have given rise to the claim.
- 15. APPLICABLE LEGISLATION AND JURISDICTION. For the resolution of any dispute or discrepancy that may arise between the parties, in relation to the interpretation, content, execution or resolution of the CONTRACT, if it has been formalized with a consumer, the Courts and Tribunals of the latter's domicile will be competent; Whereas, if the CONTRACT has been formalized with an entrepreneur or professional, both parties expressly waive the jurisdiction that may correspond to them, submitting the knowledge of the same to the Courts and Tribunals of the city of Denia (Alicante).
- 16.-DATA PROCESSING. PRIVACY AND PROTECTION OF CUSTOMER DATA AND OTHER AUTHORIZATIONS. HO-LAWIFI guarantees that all data collected from the CLIENT will be treated in accordance with the Spanish regulations for the Protection of Personal Data. THE CLIENT authorizes HOLAWIFI to use and computerize the personal data that it provides, in order to provide the contracted service. THE CUSTOMER also consents that HOLAWIFI treat their data for the following purposes:

A) carry out general commercial actions or adapted to your profile, of the services provided by HOLAWIFI during or after the validity of the CONTRACT, which may be carried out by any means of communication (telephone, e-mail, SMS, MMS, etc.);

B) access and process your browsing data, only to the extent and for the time necessary for the provision of the contrac-B) access and process your browsing data, only to the extent and for the time necessary for the provision of the contracted services. When the development, fulfilment and control of the contracted services necessarily piles the connection of the data processing with third party files, these may be transferred solely and exclusively for this purpose of providing the services contracted by THE CLIENT. The CLIENT's data will be stored in an automated file located on the HOLAWIFI servers with this physical and remote security measures necessary to guarantee the security of said file. THE CLIENT has the right of access, rectification, opposition and cancellation of the personal data provided to HOLAWIFI in accordance with current Spanish regulations on the protection of personal data, which may be exercised by writing to the following email address (info@holawifi.net). Or in person at the offices of HOLAWIFI COMERCIALIZADORA S.L. located in Calle Segaria No 1, 2o pta.4 of Ondara (03760 Alicante). HOLAWIFI will not respond in any case for the veracity and updating of the data provided by THE CLIENT in the development of the provision of the contracted services. This responsibility will fall exclusively on the CLIENT himself. The client authorizes Holawifi Comercializadora S.L to partially or totally use the equipment installed in his home for advertising purposes, by adding stickers to the antennas, routers, etc.

- 17. SPECIAL CONDITIONS OF MOBILE TELEPHONY. Portability request. The delivery of the portability request signed by the subscriber or by telephone call to the operator to which he wants to change, will cause the start of the operator change process. Once the portability request has been signed and delivered, the following clauses are assumed:
- In the case of requesting portability, the person whose data is collected in the contract requests the registration of the service in HolaWifi, and communicates his simultaneous desire to cancel the operator that currently provides the service, indicated as the donor operator, preserving your mobile phone number.
- The subscriber accepts the possible interruption of the service at some point within the period between 2:00 and 6:00 hours of the day that the change of operator applies, to allow the necessary actions to be carried out by the operators.
- THE CUSTOMER may cancel their mobile portability request free of charge until 2:00 p.m. on the day prior to the date of the change. The cancellation request must be made by the owner of the line whose portability is to be cancelled by calling 671 113 113 or by going in person to a HolaWifi dealer.
- Mobile rates under the name "unlimited" include 6,000 minutes to national landlines and mobiles with no destination limit, subject to rules of reasonable use. Consult pricing once the entire bonus has been consumed. It does not include calls to premium rate numbers.
- In case of traveling abroad, there may be a limitation in the use of mobile data. Check the roaming conditions for the country where you are going to travel, as well as the call and data rates for destinations outside the European Economic Area (EEA) and the United Kingdom.
- It is possible to re-register the 4G internet service, if it had been cancelled due to non-payment. The cost of reactivation will be 30€ and could be used again on the same equipment, the customer being the one who will make the necessary technical adjustments. In the event that a technician had to travel to the customer's home to carry out said readjustment, the cost will be 60€.