

1. Customer's Actual Details: Customer's Line Details according to Telefonica bill:

Name:		Name:		CIF/NIE:	
Company:		Address:			
CIF/NIE/NIF/PSPT:		Town:	Province:	CP:	
Address:		Customer's Contact Details:			
		Mob:		Fax:	
Town:	Province:	CP:	Email:		

2. Customer's Line Details & Service Application: Line Guard

I do not have a Land Line, and I would like Direct Telecom to assist me to get a new line installed for me. (You must select service(s) for your new line below)

Telephone Nº	DT TOTAL Includes EU ADSL & DT OneBill 49.95€ / month	DT OneBill EU250 19.99€ / month	DT OneBill 13.97€ / month	CPS Only	Manual Prefix only	Line Type (tick one)	1.99€ / month (Only RTC lines)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> RTC <input type="checkbox"/> RDSI	<input type="checkbox"/> Guard this line.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> RTC <input type="checkbox"/> RDSI	<input type="checkbox"/> Guard this line.

Please tick only ONE service option per line

I do NOT wish to maintain the rental or maintenance of my Telefónica (Movistar) telephone handset(s) on the abovementioned line(s) (Except

Selecting any DT OneBill options, authorises DDT (Dial Direct Telecom S.L) to take over your line rental from Telefonica (Movistar). DDT will bill you for your line rental once the service has been transferred. CPS (automatic dialling) is set by default with DT OneBill. The CPS Only and Manual Prefix Only options do not include DT OneBill so Telefonica will continue to bill for line rental. ** Line Type: Please indicate either RTC (ordinary analogue line) or RDSI (digital ISDN). DT OneBill contracts BT/DDT Voice line (includes all calls, land line maintenance and additional services associated to it. By contracting this service, you hereby authorise Telefonica de España S.A.U (Movistar) to pass on to BT/DDT any information obtained related to your contractual relationship with Telefonica, and that is necessary to correctly process and provide the above mentioned service. DT TOTAL package consists of DT OneBill (13.97€) & ADSL EU (39.50€) combined as a package deal for 49.95€.

3. ADSL Internet Broadband Service Application:

I would like to apply for ADSL on the following analogue (RTB) line: _____ Current provider name (if applicable): _____

<input type="checkbox"/> DT ADSL EU for 39,50€/month (ex. IVA) Up to 8MB ADSL Internet Broadband Including: FREE Landline calls in Spain (VoIP) FREE International 300 minutes call module (below)* FREE unique UK 0844 number Wireless Router Settings preconfigured FREE 49,95,€ setup fee Optional Speed Upgrade: <input type="checkbox"/> Up to 10MB Extra 5,€/month <input type="checkbox"/> Up to 20MB Extra 10,€/month	<input type="checkbox"/> DT ADSL Lite for 29,90€/month (ex. IVA) Up to 3MB ADSL Internet Broadband Including: Standard ADSL 2+ Modem Settings preconfigured 49,95,€ setup fee Optional Upgrades: <input type="checkbox"/> Wireless Modem/Router Just 20,€ extra (One off charge) <input type="checkbox"/> Up to 4 MB Extra 1,€/month <input type="checkbox"/> Up to 8 MB Extra 3,€/month <input type="checkbox"/> Up to 10MB Extra 5,€/month <input type="checkbox"/> Up to 20MB Extra 10,€/month	Optional Support service <input type="checkbox"/> Support Plus @ 4,99€/month Mon-Fri Fault Care, Remote Support & Connection Backup - Remote diagnosis, monitoring for pro-active support. - Alternative connection backup in event of failure* (*See ADSL Terms & Conditions) NOTE: ADSL speed availability varies and is subject to network coverage. This is often affected by distance from local exchange & quality of the cabling.
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ADSL Call Modules & additional Call plans

*Select at least ONE (VoIP) call module. The first is FREE. Each additional module costs 5,€/month (see module details overleaf)
NOTE: Only available for DT ADSL EU

EU 300 Oz & Nz 300
 USA & Canada 300 Asia 300

VoIP Smart Call Plan: Reduced rate applied to further VoIP calls made outside other call modules or call plans.

VoIP Smart Plan @ 5,95€/month (excl.IVA)
OFFER! Upgrade to Wireless Router: FREE (DT ADSL Lite only)

Router P&P (Delivery)

Please tick one unless arranged otherwise.

Registered Post 3/8 days: 9,95€
 Courier 2/3 days: 30,00€

5. Payment Details

Titular/ Name: _____ Entidad / Bank: _____ Sucursal / Branch: _____ DC: _____ Cuenta/ Account: _____

Direct Debit:

Credit Card: Name: _____ Card Nº: _____ Exp Date: ____/____/____ Card Type: _____

Pre Pay: Cash: Credit/Debit Card: You must maintain a positive balance at all times.

10,€ Connection Administration fee. I authorise Direct Telecom to charge my debit/credit card for the required one off 10,€ non-refundable administration fee per line to cover the provider line transfer charge. (Please provide card details below for 10,€)

49,95€ ADSL Setup Fee + P&P Fee (if applicable). I authorise Direct Telecom to charge my debit/credit card for the required 49,95€ setup fee. In the case of DT ADSL Lite with the Wireless Router Upgrade option selected, then the applicable charge (49,95€ Setup + 20€ Upgrade) adds up to 69,95€ (unless the VoIP Smart Plan has been contracted). Please provide card details.

Name: _____ Card Nº: _____ Exp: ____/____/____ Card Type: _____

6. Authorisations—Terms & Conditions:

I hereby confirm that I am the authorised person to make decisions for service applications made to the mentioned lines.
 I authorise the bank / credit card issuer / debit card issuer to pay from my bank account / credit card / debit card (as indicated above), the invoices presented by Dial Direct Telecom S.L. relative to the present agreement.
 I authorise the use of my Direct Debit / Credit Card / Debit Card details for the use of settling my account. I accept the Terms and Conditions of this agreement. Please see the full Terms & Conditions on the back page. I understand that in the event of contracting DT OneBill or ADSL services, I must provide Credit/Debit card details to process the payment of the admin fee/deposit.

I hereby authorise Dial Direct Telecom to act on my behalf to process my line rental application (Extended CPS) &/or access the pre-selection facility (preselección de Operadores). I understand that I will be required to dial the 1051 prefix until pre-selection has been confirmed.
 By contracting this service, I hereby authorise Telefonica de España S.A.U to pass on to BT/DDT any information obtained related to my contractual relationship with Telefonica, and that is necessary to correctly process and provide the above mentioned service.

I have read and accept the Terms and Conditions of this agreement overleaf and confirm that all information in this agreement is correct.



Signature: _____ Date: _____ Statements by: Email: or Post: 40cts/month extra

AGREEMENT Terms & Conditions (Operator preselection application—Indirect Access land line telephone service)

1. This service is brought to you by DIAL DIRECT TELECOM SL hereinafter referred to as "DDT". The "Agreement Holder" is hereinafter referred to as the "Customer".
2. The DDT products and services are not to be used in conjunction with other similar services.
3. Responsibility for monies owed, either by the pre-paid or post-paid facility, is solely the responsibility of the customer. Any charges incurred by DDT in the collection of debt and any charges made to DDT by the banks or any other institution for presenting or refusing direct debits or credit card transactions will be passed on to the customer. The customer authorizes DDT to use the customer's bank account and / or credit card details supplied for the pursuance of settling outstanding payments to DDT in any way DDT deems necessary.
4. Any charges due to disconnection for non-payment of accounts will be passed on to the customer.
5. Post-paid accounts will be debited either by bank debit or credit card debit and it is the responsibility of the customer to ensure there is sufficient credit to pay the accounts in full.
6. There are no registration fees charged by DDT. In the case of pre-payments, a minimum of 30 euros or an estimated value of the agreement holder's monthly usage, whichever is the greater shall be paid by the customer in advance of using the service. Unused credit is non-refundable but will stay on the DDT account to be used for a maximum of 18 months.
7. DDT is not responsible for any problems on the network resulting in temporary or long term loss of service. There cannot be any claims on DDT of whatsoever nature for such loss of service with the exception of those acknowledged in the Spanish legislation including those of article 115 of the RD424/2005.
8. On the signing of this agreement, the customer gives DDT consent to use the details contained in the agreement for the purpose of billing and in any way DDT feels it will benefit the customer, subject to the laws and regulations in Spain.
9. It is DDT's policy to work on behalf of its customers to achieve the best rates and services and therefore DDT reserves the right to change services and prices without prior notice.
10. A customer help line is there for your convenience between the hours of 09.00 (GMT) and 17.30 (GMT) Monday to Friday : 902 107 111.
11. Monthly admin. charge of 0.60€ is only levied if calls are made in the month or ADSL/DTOneBill service is contracted. A charge of 0.40€ is charged if the POST option is selected. Direct Telecom wishes to encourage more environmentally friendly 'emailed' statements.
12. There is a one off, non-refundable connection administration charge of 10,€ per line for DT OneBill (line rental). This must be paid up front in order to initiate the application.
13. The price of the DT OneBill line rental is of 13,97€ (IVA not included) and is paid one month in advance. This price includes:
 - Land line rental, Caller Identification, Call waiting Identification & Call Divert (if busy).

It is possible that some of these functions need to be activated by dialling a sequence on your handset. For further information please call 902 107 111.

14. Once DT OneBill takes your line rental away from Telefónica, there should be no reason to receive any further invoices from Telefónica UNLESS there are specific call plans that you have contracted with Telefónica. DDT will not take responsibility for any further charges or possible bills sent by Telefónica.
15. DDT will not supply DT OneBill clients with telephone handsets. It is assumed that the client already owns an analogue telephone. Direct Telecom will not take responsibility if the client is invoiced by Telefónica for the telephone originally obtained from Telefónica when the land line was initially installed.
16. Duration: This agreement will have a duration of 18 months and will be automatically renewed at the end of the period unless and until either of us gives the other written notice of termination at least 42 days before the relevant anniversary. This agreement may be ended immediately by the client if DDT breaks a term of this agreement, which after written notice has not been rectified within 14 days. DDT reserves the right to terminate this agreement immediately in the event of at least 2 non-payment of any outstanding accounts where payment has been requested. Should you terminate your agreement before the end of the contractual period, you may be liable to a termination fee and all outstanding invoices must be settled immediately.

DT OneBill (EU) 250 plan: This plan includes DT OneBill Line Rental for 13,97€ as described in point 13 above, and also includes 250 minutes per month to Austria, Belgium, Cyprus, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Sweden & UK land lines. This plan costs 19,99€/month. The 250 minutes do not roll over or accumulate if unused.

ADSL VoIP Modules (part 3): (All excludes special rate and non geographic numbers)

Module 1: EU ADSL:

ADSL Standard plus 300 VoIP minutes per month to land lines in 17 European Countries:

Austria, Belgium, Cyprus, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Sweden & UK.

Module 2: USA & CANADA: ADSL Standard plus 300 VoIP minutes per month to USA & CANADA

Module 3: AUSTRALIA & NEW ZEALAND:

ADSL Standard plus 300 VoIP minutes per month to land lines in Australia and New Zealand

Module 4: ASIA: ADSL Standard plus 300 VoIP minutes per month to land lines in China, Hong Kong, Singapore and Thailand

By signing this agreement, you acknowledge you have read and accept the terms & conditions related to the ADSL service. These conditions are available on a separate document and will be provided when enquiring for the ADSL service. A copy will also be sent once the application is confirmed.

Line Guard (Only available in combination with DT OneBill packages): By contracting Line Guard, Direct Telecom will cover costs incurred by Telefónica in the event of minor internal repairs such as changing the PTR, the internal line or phone socket as well as the time and travel costs presented by the engineer. For every contract period, Line Guard will cover a maximum of 100€ worth of repairs. If the client decides to authorise a repair with a superior amount that is billed to Direct Telecom, then the difference payable will appear on the next client invoice. Line Guard is only valid for residential clients with ordinary analogue (RTB) landlines. Line Guard does not cover RDSI (ISDN) lines or repairs in business premises. Faults/repairs are reported/requested to DDT during office hours: 902107111. Line Guard is void if the line has been manipulated by the client.

Operator preselection

The facility to pre-assign or preselect an operator allows the users of land line telephone services available to the public to allocate the operator they wish to use for their call traffic, in accordance with the modality of the selected preselection without the need to previously dial the operator selection prefix (1051) for DDT in every call.

DDT will offer this facility to clients so long the dominant operator (Telefónica de España S.A.U) implements the necessary operator preselection mechanisms for the lines of the subscribers connected to the digital telephonic exchanges, in accordance with the "Report 1/2001 of 21st of June from the Comisión del Mercado de las Telecomunicaciones, regarding the implementation of operator preselection by the access operators obliged to provide in the public network market of land line telecommunications.

Preselection is the simplest routing modality for the client, as it can guarantee the correct call routing of the type of calls that the client has contracted, without the need of additional action in the client equipment. It eliminates the need to dial the 1051 prefix, reprogram the switchboard (centralita) or install a dialling device, achieving complete independence from equipment.

In order to correctly process the call preselection through DDT, the client must return the present application correctly completed and signed on the reverse, assuming in virtue of this application that your calls, depending on the type of chosen preselection, will be transferred from Telefónica to DDT for call routing and management. If the client while making a call introduces a prefix from an operator other than DDT, then Telefónica will transfer the call routing through the operator that owns the prefix, with independence of the operator preselection made.

DDT will inform the client of the facility activation the moment Telefónica de España S.A.U informs DDT that the preselection has been carried out. The client will be required to continue using the 1051 prefix until the activation of this service has been confirmed.

In the case of being operator preselected, it is not possible to be simultaneously preselected with another operator.

Types of preselection or modification of the contracted preselection.

- **Long distance preselection:** all provincial, inter-provincial and international calls to land lines or mobiles will route through DDT.

- **Global preselection:** all long distance calls, metropolitan calls to landlines or mobiles will route through DDT.

- **Inclusion of metropolitan calls:** all metropolitan calls as well as long distance calls to land lines and mobiles already contracted. This option can only be contracted if the client already has long distance preselection contracted.

- **Global Extended preselection (DT OneBill):** Includes provincial, inter-provincial and international land line and mobile calls as well as calls made to intelligence networks (includes personal numeration and excludes automatic reverse charged calls as well as radiosearch services and calls generated by supplementary services). For your own security, calls to services of additional charges (807, 806, 807, 905 and 907 numbers) have been blocked by default. Access to these numbers can be enabled if the client applies and if required, a consequent client risk analysis will be performed by BT/DDT before approval. The Global Extended preselection can only be contracted together with the DT OneBill service.

Processing the preselection application.

The client will have to review the content of the data overleaf, correcting any incorrect information that may appear. In the event where the client of DT OneBill is not the actual line holder, then the line holder's data will also need to be provided in the form which will need to be signed by the line holder.

The client must specify the telephone numbers of the lines that the client wishes to preselect in part 2, as well as indicating the corresponding preselection unit.

The client must sign and return the two copies of this application. We recommend that the client also keeps a copy.

In accordance with the current regulations, the facility to preselect is compatible with the supplementary services the client may have contracted with the access operator, three way conference, immediate call divert, call waiting indicator and network answer phone, where the network operator will be responsible for maintenance of the mentioned services and the telephone line installed, unless the DT OneBill line service is contracted in which case the previously mentioned services will be billed by BT/DDT to the client.

Consult BT/DDT, calling 1433, in the provinces where the service is available. To contact DDT directly, please call 902 107 111 (mon-fri: 09:00 - 17:30 GMT)

The DT OneBill service allows DDT to bill the client for the (1) connection (alta) of the line, the calls that cannot be preselected (except calls routed by dialling the prefix of an operator other than Telefónica (2), the monthly telephone line rental fee (3), the supplementary services associated to the line (except closed user group services, RPV and teleported services (4), rental and maintenance services of the line subscriber's terminal equipment and if it is the case, any other services charges presented by Telefónica (5).

(1) Where possible, the service also allows for the possibility to contract a new line. In this case, DDT proceeds to charge for the corresponding connection (alta).

(2) The DT OneBill service will not allow the 1077 prefix from Telefónica to be dialled from the date of modification in the commercial management system associated to DT OneBill line.

(3) The types of lines that can be used for this service are the individual analogue lines, the TRAC lines migrated to GSM/LMDS/Satellite and the basic digital RDSI lines. Contracting the service on a RDSI line implies that all lines associated to the access line will be preselected.

(4) Due to the incompatibility of such services, they will automatically be cancelled with Telefónica once the DDT service is contracted.

(5) In the event that Telefónica was to present an additional charge to the client for services not included previously, then these will be billed by DDT to the client.

The client is to pay DDT for each and every one of the concepts corresponding to service provided and according to the rates established and announced to the client as well as Published on the DDT website (www.direct-telecom.es) DDT will inform the relevant organisations of any modifications made to the rates within at least 10 days and to the client within at least one month before the modified rates are valid. The notification to the client may be done through the DDT website (www.direct-telecom.es) as well as alternative means, and if requested by the client, the notification can be sent in writing. With this service, and with the previously mentioned exceptions, the client understands that their billing contract is modified with Telefónica in a way that the client will receive one unique bill from DDT for all the voice services contracted and associated to their telephone line where the client must only contact DDT for any further service management included with the service.

In order to correctly process the service application of DT OneBill line and to ensure the correct running of the service, DDT must count on the relevant data relating the client to Telefónica. Amongst this data can be anything related to billing, payments, non-payments and additional services that are contracted. By the same token, once the service has been contracted, DDT will have to pass certain client data on to Telefónica such as personal ID number changes, subscription data or service suspension data. For this reason, the client authorises DDT, BT and Telefónica to share the necessary information.

DDT informs the client that in the event of the client suspending the service with DDT, or DDT suspending the DT OneBill line service (denominated as Acceso Mayorista a Línea Telefónica or AMTL), then Telefónica will automatically take over the billing and provisioning of service of all the services previously contracted with DT OneBill line.

DDT will be able to temporarily suspend the DT OneBill line service in the event of the client not paying invoices or being in debt with DDT. The client will be automatically set to debt status if the payment of the outstanding amount is not paid on time, without a need of further requirements will also be obliged to pay interest on delayed payments as established in the land line service contract.

The client will be able to process the suspension of the preselection service as well as DT OneBill line service with DDT (as indicated in point 16) as well as Telefónica.

If the client decides to suspend the services via Telefónica, then the client must also inform DDT so that DDT does not continue to bill the client.

DDT will be exonerated from any responsibility and can continue billing for the service if the client does not communicate these circumstances to DDT, limiting the responsibility only to refund the client for the quantities billed where DDT have not been billed by BT or Telefónica.

This is also applicable if the client decides to contract services with an operator other than DDT.

The cancellation of the preselection service and/or unique billing will also cancel the DT OneBill line service unless the contrary is requested by the client.

The preselection service and the DT OneBill line service are jointly provisioned with the DDT land line service (DT OneBill). The service provisioning conditions are applicable in all the aspects not contemplated in this document.

Preselection Unit.

- **Individual:** This is the preselection of one single land line number. It is possible to individually preselect individual lines and individual numbers of a basic access land line, of a analogue switchboard (centralita), analogue link lines, primary access lines or of ISPBX groups.

- **In blocks:** Is the unitary form preselecting a group of telephone numbers that belong to the same basic access, to an analogue switchboard (centralita) or analogue link lines, to a primary access or a ISPBX group. When preselecting in "block", if one line is preselected of any of the forms of access, then all lines associated to the main access will be preselected.

CLAUSE ON PROTECTION OF DATA OF A PERSONAL NATURE

The data of a personal nature that are facilitated will be recorded in a file of which **DIAL DIRECT TELECOM, S.L.**, a company of Spanish nationality, Tax ID Code: CIF: B-38585204, domicile at C/La Borda Nº1, Rosa de los Vientos Local AL1, Adeje 38670, Santa Cruz de Tenerife, España. Under the scope of Section 5 of the Statutory Act 15/1999, on the Protection of Data of a Personal Nature, **DIAL DIRECT TELECOM, S.L.** complies with the regulations in force and the personal data are included in a File entered in the General Data Protection Register with the name "Clients" and its purpose is the proper processing of the personal data necessary for the suitable and complete identification of the Client. It is thus guaranteed comprehensive attention, offering information about the services provided, for the appropriate management of the established relationship, for the provision of the necessary services object of the contract signed, to respond to enquiries and requests and to obtain statistical data about the same, applying all of the Security Measures considered in the Royal Decree 1720/2008, of December 21, and the other regulations concerning the Protection of Data of a Personal Nature, as a guarantee in the confidentiality of the processing of data. **DIAL DIRECT TELECOM, S.L.** undertakes to comply with the duty to keep the data of a personal nature concerning the Client secret, adopting the measures necessary so as to prevent the alteration, loss, processing or unauthorised access to the same, taking account of the state of the technology at all times.

The information contained in our Files is confidential and privileged and it is intended to be processed solely by the people who have access to the personal data of the Client as users authorised by **DIAL DIRECT TELECOM, S.L.** and any dissemination, distribution or reproduction of the information processed is completely prohibited. The time for the preserving of the data of the Client by **DIAL DIRECT TELECOM, S.L.** will be the time for which the relationship with the Client lasts, and once this has been completed, the data will be maintained for the time necessary for the fulfilment of the obligations of invoicing and collection and of any other obligation established by the Law. The Client grants its consent for the communication of its data to those entities that are associated with **DIAL DIRECT TELECOM, S.L.** for the provision and maintenance of the services offered and/or contracted.

The Client expressly authorises **DIAL DIRECT TELECOM, S.L.** to process its personal data with the aim of undertaking commercial actions and commercial and advertising promotion, whether of a general nature or adapted to its personal characteristics, referring to the products, services rendered or of added value that come from **DIAL DIRECT TELECOM, S.L.** or Companies of the same group or Partnership Entities, by means of electronic communications, SMS/MMS, regular mail or other equivalent means, with this consent always being revocable in nature, without retroactive effects.

In the event of **NOT** wishing the data to be used in order to offer you the information related to Advertising, tick the relevant box.

- No Advertising from **DIAL DIRECT TELECOM, S.L.**
 No Advertising from Companies of the same group
 No Advertising from Partnership Companies

At all times the Client is able to exercise the rights of access, rectification, cancellation and opposition in writing, accompanied by a photocopy of its National Identity Document, before **DIAL DIRECT TELECOM, S.L.**, to the address C/La Borda Nº1, Rosa de los Vientos Local AL1, Adeje 38670, Santa Cruz de Tenerife, España.

The client expressly authorises Dial Direct Telecom S.L. to pass on to DDT any information obtained related to my contractual relationship that is necessary to correctly process and provide the contracted services.

Dial Direct Telecom S.L. is an authorised distributor/reseller for VoIP Direct S.L.

Note: It is highly recommended that any CONTACT between the client and Telefónica is communicated to DDT immediately in order to make sure no involuntary changes are made to the line by Telefónica.

ADSL Service Agreement — Terms & Conditions

ADSL Service

1. Dial Direct Telecom S.L. (Trading as Direct Telecom) supplies ADSL contracted clients with the ADSL connection and provides the Modem/Router. Depending upon the ADSL package/ upgrades selected, the Modem/Router may be equipped and preconfigured with VoIP (Internet Telephony) that will allow the user to make multiple simultaneous calls and/or have access to VoIP rates.

2. It should be noted that **Internet Telephony (VoIP) should not be used to replace your standard telephony** means. (eg; Emergency numbers should automatically be routed through your current telephone line). In case of emergency, it is recommended that the telephone is connected directly to the telephone socket on the wall to dial the national emergency numbers.

3. To provide top quality customer service and limit downtime to a minimum, Direct Telecom will try to forward the Router as soon as possible after the initial Setup Fee has been paid and the signed service application has been received by Direct Telecom. If in exceptional circumstances we are informed that, contrary to our information, ADSL is not actually available at the clients line, the client must return the Router in perfect condition, the delivery charge will be refunded by Direct Telecom, as will the Setup Fee referred to below.

4. Direct Telecom **cannot** be held responsible for the time taken by the postal services to deliver the Router. If due to any delay incurred by the postal services the Router arrives after the connection is finalized, Direct Telecom will refund money **only** for the days without service. A "finalized" connection means the ADSL is active and the billing cycle starts. The contractual period will also commence from the "finalization date".

5. All ADSL contracts (including but not limited to the ADSL service, Modules and any additional speeds/upgrades contracted) are for a minimum period of 18 months, and applicable to a **single telephone number in a single location**. Disconnection and / or relocation of the line will result in loss of service and a new application having to be made, along with all applicable charges incurred.

NOTE: In the event of migrating from an existing provider please be aware that there could be a disconnection period of up to 5 working days.

Charges

6. Once the client has agreed to the terms and conditions and signed up to Direct Telecom's ADSL Services, Direct Telecom will charge an 'up front' Setup Fee of **49,95€**. If the selected package is **DT ADSL Lite**, and the Wireless Router Upgrade has been selected, then the total will add up to 69,95€ (49,95€ plus 20€ upgrade) unless the client has also contracted the VoIP Smart Call plan in which case the 20€ upgrade Fee is waived. The billing period commences upon finalization of the connection, and the proportion of the month's ADSL subscription and modules (where applicable) are calculated from the finalization date to the end of the month in which the connection is finalized. Once the connection is finalized, Direct Telecom will bill this charge on the invoice for the month in which the connection was finalized. The client can choose to collect the router from a Direct Telecom office for free or opt to pay for the Postage and packing of the Router to the client's address. Postage & packaging charges indicated on the service application must be paid up front together with the Setup Fee. IVA will not be applied to P&P charges, but all other charges are subject to IVA where appropriate.

7. Henceforth, all monthly ADSL, Module & Plan payments will be billed ONE month in advance and will be included on the client's current Direct Telecom bill.

8. Any late or failed payment will result in **instant suspension** of all services until such outstanding payments have been made. This suspension will be for RTB (Normal) Telephony, Internet Telephony, Modules and ADSL Connection (where each is applicable). Direct Telecom will attempt to contact the client in the event of a failed payment, in order to allow the client to rectify the situation.

9. Direct Telecom aims to deliver the ADSL connection within 25 working days of receipt of the correctly completed & signed application form. If the client decides to cancel the launched application within the initial 25 working days then the 49,95€ Setup Fee will be retained and not refunded as this covers the inevitable costs incurred by Direct Telecom to launch the client's ADSL application. If the application was rejected during this period due to circumstances beyond the control of DDT and DDT could not correctly apply for the service, including but not limited to: Telefónica maintenance, line problems, inaccurate line information submitted by the client, then the application must be resubmitted or cancelled without penalty to the client. If the rejection is due to inaccurate information provided by the client, then the application must be resubmitted and can take a further 25 working days. If DDT cannot deliver the service due to lack of coverage or circumstances that impede the ADSL service connection, then the client will be refunded the Setup Fee as soon as the equipment has been returned in perfect working condition.

10. Cancellation of the ADSL service within the 18 month contract will be subject to a cancellation fee of 80€. We will require written notification by fax to 922782862 or email adsl@direct-telecom.es or by post to address indicated at the foot of this document. The contractual period commences from the "finalization date".

11. Cancellation of the ADSL service after the initial 18 month contract will require written notification as indicated in clause 10.

12. Failure to notify Direct Telecom of intent to cancel service or change to an alternate ADSL provider will result in further charges until DDT has received written notification from the client.

13. Direct Telecom cannot be held responsible for any loss of ADSL service for reasons beyond its control i.e. power cuts, main line failures, third party system faults, issues with the client's telephone line that affect the ADSL connection, and all problems that are unrelated to the ADSL service provision, but will endeavour to do everything within its power to resume the service.

14. If, for whatever reason, including but not limited to: malfunctioning of the internet, temporary loss of service provision, power cuts, dialling of the prefix (erroneously or not), calls cannot be placed over the internet, all calls placed over the conventional landline will be charged at normal landline rates.

15. Direct Telecom is not responsible for incompatibilities between its ADSL service and the client's alarm system. It is the client's responsibility to ensure compatibility by contacting the alarm company.

16. Any VoIP tariffs, modules and conditions for the optional Modules are only applicable for calls made over the internet. **It is the client's sole responsibility to ensure that all calls are routed correctly** (this is shown by corresponding lights on the Router). If the client decides to configure his/her own Router, then it is his/her sole responsibility to ensure that it is functioning correctly. Non geographic numbers are NOT included in call plans.

17. Certain numbers cannot be dialled over the internet line, namely **special rate numbers** (beginning 80x) and some non geographic numbers (beginning 90x). To force these calls over the fixed line, the client must dial *11# and then the number required.

18. The **national & international calls included** with DT ADSL EU package &/or the chosen module will be only through VoIP, to specific countries and with a maximum of 300 minutes per month. Any calls exceeding the 300 minute limit will be charged at the contracted rate. The available countries for EU module are: LAND LINES in Austria, Cyprus, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Sweden and U.K. Available countries for the USA & Canada module are: USA & Canada (excluding Caribbean). Available countries for the Australia & New Zealand module are: LAND LINES in Australia and New Zealand. Available countries for the Asia module are: LAND LINES in China, Hong Kong, Singapore and Thailand. Clients may add on additional modules to areas outside their default module. Additional modules consist of 300 VoIP minutes per month at a cost of 5.00€ per month, per module. E.g. if your chosen module is EU, you may NOT add a second EU module, but you may add up to one each of the remaining three modules. It is possible to switch modules up to 2 times per year at no additional cost. Further changes will be billed at 5.00€ one off charge per change, per module. All calls included in plans begin from the finalisation date of the connection (Direct Telecom will notify the client once it has received confirmation of the finalisation of the connection).

19. Direct Telecom will ensure that all the details relevant to the **connection and correct working** of both the **ADSL** and the **VoIP** services are entered into the Router; however no guarantee can be made for the installation of the Router in situ due to the differences of each individual computer.

20. Direct Telecom's Technical support staff are trained to provide assistance to clients running Windows XP (with SP2 or higher), Windows Vista or Windows 7, but will attempt to provide assistance to clients running other operating systems.

21. The **minimum system requirements** to support ADSL connection are: Network LAN adaptor, Windows XP SP2 and a Wireless enabled computer (when selecting the wireless Router option).

22. Direct Telecom reserves the right for administration of its services and retains the right to refuse an application.

23. Direct Telecom reserves the right to change and/or modify the network backbone of the service without prior notice.

24. Rates and prices specified are subject to change without prior notice. Up to date information can be found on www.direct-telecom.es.

25. The ADSL speed WILL vary and is not guaranteed. The maximum obtainable speed is dependant upon many factors including but not limited to: the distance from the Telefónica exchange, the quality of the line (last mile to client's address) and the quality & maintenance of the infrastructure. Direct Telecom will select the most appropriate and stable network compatible with the client's line at the time of application. It is possible that the ADSL connection may need to be "upgraded" to a higher speed or "downgraded" to a lower speed in order to maintain stability. This may cause disconnection periods of between 1 to 6 weeks.

26. It is possible the application will still be rejected by Telefónica although it was initially approved, as the "ADSL coverage" database provided by Telefónica is not always up to date.

27. Direct Telecom's ADSL / VoIP Service is designed to work optimally by being connected as illustrated in the instructions to ONE Telefónica socket on the wall (closest to the initial PTR), with the telephone connected directly to the supplied Router only (max 2). It is assumed and recommended that the client has no more telephones, fax machines, alarm systems &/or other devices connected in other parts of the property telephone network. If so, these devices MUST be connected to a MICROFILTER before being connected to the Telefónica socket, as the ADSL signal is otherwise disrupted and lost. Direct Telecom will take no responsibility, and can not help pinpointing a potential fault if more devices are influencing the activity on the landline circuit.

28. For technical support, the client must email: support@direct-telecom.es or leave a message with customer service staff on 902545234 / 935074324. In order to provide a faster response time and more efficient service, the technical support department cannot receive incoming calls. The technicians will contact the client.

Support Plus Service

29. Support Plus is an optional service that can be contracted for an additional 4,99€/month and is designed for clients that highly depend on their internet connection for reasons such as work. Upon contracting The Support Plus service, clients also receive an additional "backup" modem/router which is fully preconfigured in case the primary router should fail. If the Internet connection incidence is related to the line &/or provider network configuration, then Direct Telecom Technical Support team will treat the incidence with maximum priority. In addition, the DDT support team will maintain a proactive support policy via remote diagnosis to monitor the health of the internet connection. If the technical incidence has not been solved within 3 working days from the moment the DDT technical support team has been informed of the incidence, then DDT will offer the client an alternative connection such as: a) Dial Up connection or b) USB 3G Modem at no extra charge. In the case of the USB 3G modem, the use permitted is exclusively limited for email purposes &/or accessing the websites necessary in order to allow the client to continue working. The purpose of the alternative "emergency" connection is to let the Support Plus user to perform the urgent online tasks required while DDT continues to work on the solution of the incidence. The USB 3G Modem will include a usage credit value of a maximum of 30€/month and can only be recharged by Direct Telecom. Once this limit has been exceeded, the client may opt to pay Direct Telecom to add more credit if it is requested. The USB 3G Modem will only operate in the areas that have 3G coverage. By contracting Support Plus, Direct Telecom will assume that the client is aware that their address is, or is not in a 3G coverage area and cannot expect refunds from Direct Telecom should their address be outside the coverage area. The alternative connections are not offered where the fault is clearly identified by the DDT support team to be considered as a "user end" fault such as; Problems with the client's computer, internal network or any other reasons that are otherwise considered as not being Direct Telecom's responsibility. It is evident that Support Plus is not applicable where any loss of ADSL service for reasons beyond its control i.e. power cuts, main line failures, third party system faults, issues with the client's telephone line that affect the ADSL connection, and all problems that are unrelated to the ADSL service provision, but will endeavour to do everything within its power to resume the service.

VoIP Smart Call Plan

30. The VoIP Smart Call plan offers the client (equipped with a VoIP enabled Modem/Router) access to cheaper rates. The VoIP Smart rates can be obtained from DDT Customer Service team &/or the DDT ADSL department. In must be noted that the VoIP Smart rates will only apply to calls made using VoIP (Internet Telephony) and the client must make sure that the "Internet Telephony" light is lit on the VoIP enabled Modem Router when making calls. The VoIP Smart rates will apply only to the SIP (VoIP) account assigned to the ADSL account. If the client wishes to apply for more VoIP accounts and assign the VoIP Smart rates to the additional SIP account, then this can be done by contacting Direct Telecom. VoIP Smart has a monthly charge of 5,95€/VoIP number (SIP), and the VoIP calls will then be billed at the VoIP Smart rate. The VoIP Smart call plan is compatible with any DT ADSL package with a VoIP enabled router. If the ADSL package contracted includes free VoIP minutes and the client also contracts VoIP Smart, then the VoIP Smart rates will apply for the calls made once the free minutes have been exceeded. VoIP rates will not apply if there is a failure with the Internet connection and calls will route over the traditional land line and charged at the corresponding rate. No refunds will be made as the VoIP Smart plan offers VoIP discount for an unlimited amount of calls, so the VoIP Smart plan only commits to operating while the Internet connection is active.

DT ADSL Lite + WIFI Upgrade + VoIP Smart Call plan.

31. If the client contracts VoIP Smart plan, then the 20€ upgrade charge will be waived. This means that the initial Setup Fee will stay at 49,95€. By contracting these options, Direct Telecom will provide a fully preconfigured WIFI Router equipped with VoIP ready to use. In order to benefit from this offer, VoIP Smart @ 5,95€/month will have a contractual duration of 18 months. Premature cancellation of the VoIP Smart call plan will result in a penalty of 20€. Terms & Conditions for VoIP Smart in clause 30 apply.

Modem/Router Warranty

The Modem/Router becomes property of the client upon contracting the ADSL service, after all initial payments have been made. Direct Telecom issues a 18 month warranty on the hardware as of the date of ADSL finalization. Compliance with the warranty period can be proven by submission of the Direct Telecom application form. This warranty does not restrict your warranty rights based on the contract of sale or other statutory rights. The client holds a warranty directly with the manufacturer in parallel with the warranty that is offered by Direct Telecom. We will remove defects to the product which are demonstrably due to faults in materials or manufacturing. Our warranty does not cover defects which occur due to incorrect installation, improper use, non-observance of instructions in the user's manual, normal wear and tear or defects in the environment of the system (third-party hardware or software). We may, at our discretion, repair or replace the defective product. Claims other than the right to the removal of defects which is mentioned in these terms of warranty are not constituted. We guarantee that the software conforms with general specifications, not, however, that the software meets your individual requirements. Delivery costs will not be reimbursed. Products which have been replaced revert to our ownership. Claims recognized under warranty entail neither an extension or recommencement of the warranty period. If we reject a warranty claim, this claim lapses no later than six months after being rejected by us.