

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF FIXED TELEPHONE AND BROADBAND SERVICES**

**Yo, Doña Rocío SANZ-PASTOR DEL OLMO, Traductor-Intérprete Jurado de inglés nombrado por el Ministerio de Asuntos Exteriores, Unión Europea y Cooperación, con número TIJ-5125 certifico que la que sigue es traducción fiel de un documento redactado en lengua española.**

**I, Ms. Rocío SANZ-PASTOR DEL OLMO, Sworn Translator-Interpreter of English appointed by the Ministry of Foreign Affairs, European Union, and Cooperation, with registration number TIJ-5125, hereby certify that the following is a true translation of a document drafted in the Spanish language**

### **1. PURPOSE**

By means of this contract, XFERA MÓVILES, S.A.U. ("YOIGO"), VAT No. A-82528548, with registered office at Avda. de Bruselas, 38 (28108), Alcobendas (Madrid), will provide the Customer with Fixed Telephone Service and Broadband Internet Access Service (the "Service" or the "Services").

The contract shall have an initial duration of twenty-four (24) months, automatically extending upon expiration of the initial term in identical periods in accordance with the provisions of Article 67.7 of Law 11/2022, of June 28, General Telecommunications Law, without prejudice to the Customer's right to terminate it at any time during that period in accordance with clause 14 of these General Conditions.

The Fixed Telephone Service provided with voice over IP technology allows the Customer to receive and make calls on his/her line, as well as other basic facilities and associated additional services.

The Broadband Internet Access Service includes, regardless of the technology used, Broadband Internet access with 24-hour navigation at the contracted access speed and associated additional services. Due to the technical characteristics of the Service, this speed is maximum, and YOIGO cannot guarantee the access speed that the Customer has contracted at all times.

### **2. CONDITIONS OF SERVICE PROVISION**

#### **2.1. Installation and Activation**

The installation and activation conditions of the Service will depend on whether it is provided over an ADSL or Fiber Optic line, which will depend on the availability of existing infrastructures at any given time. Coverage areas can be consulted through the Customer Service.

#### **(I) - ADSL**

The installation of services over an ADSL line requires actions such as unbundling the subscriber loop, installation of devices and/or portability, if necessary. The Customer shall allow, when necessary, for the proper provision of the Service, the persons designated by YOIGO to access the Customer's premises.

The Customer declares that he/she has been informed in detail of the characteristics and conditions of the Broadband Internet Access Service and expressly requests, for the provision of the service, if applicable, that their pair of wires (also referred to as the "loop") be accessed by YOIGO or its group companies in the mode of fully unbundled access or in the mode of indirect access.

YOIGO will carry out at the Customer's premises the following actions that are necessary for the installation of the Service:

- Installation of a Network Termination Point (NTP).
- Installation of an ADSL/WiFi modem.
- Connection of installed equipment with a maximum of 1.5 meters.

YOIGO may modify the elements to be installed or the actions to be taken for installation according to the Service's needs at any given time.

Likewise, the Customer declares that he/she has been informed of the service provision characteristics of YOIGO's Services and that this entails the automatic termination of all services contracted by the Customer with his/her access provider in relation to said loop, including, if applicable, Centrex services, virtual private network, hop group, link line, and any other service that implies association with the loop. The Customer authorizes YOIGO to carry out on his/her behalf whatever actions are necessary to access his/her pairs or to perform whatever actions are necessary on the Customer's line to provide the Broadband Internet Access Service. In the event that the Customer does not match the holder of the lines, he/she expressly states that he/she has obtained the aforementioned authorization.

YOIGO will initiate the unbundling procedure, if applicable, of the line indicated by the Customer provided there is a guarantee of being able to offer the service on it in adequate quality. If this guarantee does not exist, YOIGO will install or request a new pair at the Customer's premises. For this purpose, the Customer expressly authorizes YOIGO to register a new line, in his/her name, at his/her address.

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### **(II) - Fiber Optic**

In the event that the customer has a pre-existing Fiber Optic installation from any of the brands or companies within the MASMOVIL GROUP, to which YOIGO belongs, it may not be necessary to carry out equipment installation works, so no cost or associated permanence will be generated for the installation of YOIGO's Fiber Optic. The service can be activated quickly and without a technician's visit at the Customer's request. However, the status and operation of the equipment must be verified by YOIGO beforehand.

To check the availability of a pre-existing installation, it is necessary for the Customer to authorize the retrieval of information from companies within the MASMOVIL GROUP. The data consulted and the result of the query will not be used for any purpose other than that mentioned. If this consultation is not authorized, the provisions of this clause will not apply. For more information on how we handle Customer's personal data, please refer to our Privacy Policy.

If the Customer does not have the necessary installation for the provision of the Service, it is necessary for YOIGO or another company acting on its behalf to carry out the installation at the Customer's premises. To do this, a technician from YOIGO or an external company authorized by it will visit the Customer's premises on the agreed date.

The Customer expressly authorizes YOIGO and the technicians designated by it to access his/her premises and the installations and equipment necessary for proper installation. This authorization extends to cases where it is necessary to take action for the proper provision or maintenance of the Service, as well as, if applicable, at the time of equipment removal.

The Customer must provide the technician with access to the building location where the Fiber Optic access is located if it has been deployed indoors.

YOIGO will carry out the following actions for the installation of the Service:

- Connection of the outdoor Fiber Optic cabling to the Customer's building network.
- Installation of cable inside the building or on the facade to the Customer's premises.
- Installation at the Customer's premises of an optical Network Termination Point.
- Installation at the Customer's premises of a ONT Router WiFi.
- Connection of installed equipment with a maximum of 1.5 meters.
- YOIGO may modify the elements to be installed or the actions to be taken for installation, according to the service's needs at any given time.

The Customer acknowledges being informed of the service provision characteristics and that in the case of Fiber Optic, this does not entail the automatic termination of all services that the Customer may have previously contracted with YOIGO or another operator. The Customer may maintain its previous ADSL/Internet Access service if he/she has it and the associated services.

In this same case, the termination of the Customer's ADSL/Internet Access service with his/her previous operator is their responsibility. If the Customer wishes to terminate this service, he/she must contact his/her previous operator.

In both the case of ADSL and Fiber Optic Service installation and activation, the Customer declares that he/she has the necessary permits and licenses from third parties, if applicable, for the installation and provision of the Service, with YOIGO being exempted from liability to these third parties in any case.

The Customer's non-acceptance of the basic installation to be carried out by YOIGO shall entitle YOIGO to immediately terminate this Contract, proceeding in any case to bill the Customer for any expenses incurred up to the date of termination of the Contract.

### **2.2. Broadband Internet Access Service**

The termination of the Broadband Internet Access Service may, in turn, affect the Fixed Telephone Service, resulting in the termination of the latter service in such a case.

The provision of the Service may imply incompatibilities with services based on modems or alarms, switchboards, elevator lines, telecare services, and, in general, any service provided over a traditional telephone line. In this regard, YOIGO cannot guarantee the operation of said services that were installed prior to the activation of the Broadband Internet Access Service.

When the Service is provided over ADSL, the Customer acknowledges that YOIGO cannot guarantee that it will have the contracted speed in all cases, as the distance to the exchange, line quality, and possible interferences may result in a decrease in the advertised speed.

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YOIGO will make its best efforts to ensure that the Customer enjoys the maximum technically possible speed of the contracted ADSL service.

In general, whether the Service is provided over ADSL or Fiber Optic, the contracted speed will be experienced using an Ethernet cable connection between the provided equipment and the Customer's terminal. This speed may be limited by the capabilities of the device used by the Customer to connect to the Service.

When other connection methods such as WiFi or others are used, the speed on the Customer's device may be limited by the characteristics of that connection method. In the case of WiFi, factors external to YOIGO such as the structure of the Customer's home, interference with other WiFi networks, the capabilities of the Customer's device used to connect to the Internet, indoor or outdoor usage, or other factors, may result in a decrease in the final speed experienced by the Customer.

In addition to the aforementioned factors external to YOIGO that may cause a decrease in the speed experienced by the Customer, it is possible that this speed may be limited in the event of maintenance operations by YOIGO or in the event of Service interruptions.

The Customer will have available, at all times, on the website [www.YOIGO.com](http://www.YOIGO.com), precise information about the maximum and advertised estimated upload and download speeds.

### **2.3 Fixed Telephone Service**

If the Customer contracts the Fixed Telephone Service, it will be provided over the line associated with the ADSL service or over the Fiber Optic line, as applicable.

Due to the technical configuration of the Service, we inform you that terminating the Fixed Telephone Service may, in turn, affect the Broadband Internet Access Service, resulting in the termination of the latter Service in such a case.

The Fixed Telephone Service, utilizing voice over IP technology, allows the Customer to receive calls on their fixed terminal destined for the number associated with their line. Additionally, it enables the Customer to make calls from the same line.

In the case of provision of the service over the Fiber Optic line, the Customer may maintain his/her previous Fixed Telephone Service if he/she has it, along with any associated services. In this case, the termination of the Customer's Fixed Telephone Service with his/her previous operator is his/her responsibility. If the Customer wishes to terminate this service, he/she must contact his/her previous operator.

For the enjoyment of this Service, the Customer authorizes YOIGO to perform any actions on the network that are necessary to ensure the reception of calls destined for his/her geographic number.

The termination of the Broadband Internet Access Service may, in turn, affect the Fixed Telephone Service, resulting in the termination of the latter Service in such a case. The provision of the Service may entail incompatibilities with services based on modems or alarms, switchboards, elevator lines, telecare services, and, in general, any service provided over a traditional telephone line.

### **2.4 Activation of Services**

YOIGO will activate the fixed telephone and Broadband Internet services within a maximum period of thirty (30) calendar days from the signing of this Contract. The activation of said Services will take place on the same day that YOIGO successfully completes the installation at the Customer's premises or once the suitability of the pre-existing installation has been verified. This activation period is referred to as the initial connection supply time, for the purposes of the quality obligations to which YOIGO is subject. Failure to comply with the aforementioned initial connection supply time commitment by YOIGO will result in compensation to the Customer at a rate of one (1) euro per calendar day of delay, up to a maximum of ninety (90) euros. In the event of technical reasons preventing the provision of the Service by YOIGO, or the physical inaccessibility of the cable installation to the Customer's home connection point, or other circumstances not attributable to YOIGO that prevent the provision of the Service, such as force majeure or other factors attributable to the Customer, no right to compensation will arise in favor of the Customer.

YOIGO undertakes to provide the contracted Services in accordance with the quality commitments required by the applicable regulations.

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### **3. SERVICE USAGE**

**3.1** The Customer agrees to use the Service in accordance with these general conditions and applicable regulations. In any case, YOIGO provides the Services exclusively for the Customer's personal use as an end user, so the Customer agrees not to directly or indirectly exploit the services for commercial purposes.

**3.2** The Customer agrees to make reasonable use of the service. The voice service may only be used for telephone conversations and not for other purposes such as using the telephone line as a 'baby monitor,' 'walkie-talkie,' or similar. The service may also not be used to send unsolicited commercial communications or communications intended to block foreign servers.

### **4. PRICE**

The fees and rates applicable at any given time for each contracted modality will apply. The Customer has been duly informed of the fees and rates applicable to them and the rules applicable to them, having been provided with an explanatory document of the contracted tariff. All of these can be consulted and updated on the website [www.YOIGO.com](http://www.YOIGO.com), and through the telephone helpline number 622 (from YOIGO network) or 622 622 622 (from networks of other operators).

### **5. BILLING AND PAYMENT**

**5.1** YOIGO will bill the amounts that the Customer must pay for the provision of the Service monthly, in accordance with the contracted tariff.

**5.2** If it is not possible to bill immediately after the due period due to technical difficulties, the invoice may be presented for payment in subsequent periods. Additionally, in the case of calls or call forwarding outside Spanish territory, billing will occur from the moment the foreign operator communicates to YOIGO the corresponding amount for such calls or call forwarding

**5.3** The first invoice will include the activation fees, and, if applicable, installation and/or maintenance fees. The subscription fee will be invoiced for past monthly periods and will include network maintenance up to the Network Termination Point, in the case of ADSL, and up to the Optical Network Termination Point, in the case of Fiber.

**5.4** YOIGO, upon prior notification to the Customer, may advance the billing and collection of amounts accrued when (I) the Customer exceeds the credit limit set by YOIGO, (II) the Service is suspended or interrupted, or (III) the contract is terminated for any reason.

**5.5** The amount of each invoice will be settled by the Customer through bank direct debit or, if requested by the Customer, by bank transfer, or payment at an ATM, or payment at a bank branch, or payment by card.

**5.6** It is the Customer's obligation to settle the invoices upon their due date. In the event of non-payment of the invoice by the Customer, and following an analysis of the specific case, YOIGO may charge the Customer for the expenses generated by such non-payment, as well as the consequences arising from this non-payment, including the costs of returned direct debits and reconnection costs. The charges applicable in the event of non-payment are available on the website [www.YOIGO.es](http://www.YOIGO.es).

All of this without prejudice to other actions that may be taken, such as charging default interest equal to the legal interest rate plus two points, or including the Customer's data in solvency and credit files.

**5.7** The Customer shall have the right to obtain detailed billing with the level of detail established in Article 22.2 of the Charter of Rights of Telecommunications Services Users, approved by Royal Decree 899/2009, of May 22. As compensation for obtaining this level of detail, YOIGO may require the Customer to pay a monthly fee of €1.21 (VAT included). In the event that YOIGO decides to charge said monthly fee, it must offer the Customer, with 1 month's notice, the possibility to stop receiving detailed billing.

**5.8** Calls made to short numbers assigned to emergency call services will be free of charge. In compliance with current legislation, YOIGO will provide the providers of the aforementioned emergency call services with information about the originating location of each call directed to the numbers assigned to emergency services.

**5.9** YOIGO will issue the electronic invoice monthly, making it available to the Customer through the 'Mi YOIGO' section on [www.YOIGO.com](http://www.YOIGO.com) or in the Mi YOIGO mobile application. The Customer may opt for a paper invoice at any time by calling 622 or sending an email to [clientes@YOIGO.com](mailto:clientes@YOIGO.com).

### **6. RIGHT TO DISCONNECTION**

**6.1** The Customer may request from YOIGO the disconnection of international calling services and additional rate services with free access through the customer service.

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**6.2** Disconnection will take place within 10 days following the Customer's request, and in the event that, for reasons not attributable to the Customer, disconnection does not occur after those ten days, YOIGO will bear the costs associated with the service for which disconnection was requested.

### **7. TEMPORARY SUSPENSION OF SERVICE**

**7.1** If the Customer partially or completely fails to pay the amounts owed for a period exceeding one (1) month from the presentation of the corresponding invoice, YOIGO, after notifying the Customer with fifteen (15) days' notice, will be empowered to suspend the provision of the Service. YOIGO will restore the Service within the next working day after being informed that the outstanding amount has been settled.

**7.2** YOIGO may also suspend the Service due to use contrary to the stipulations of this contract or due to the failure to provide the guarantee requested by YOIGO in accordance with clause 13.

**7.3** The suspension of the service does not exempt the Customer from the obligation to continue paying the monthly fees. In the event of temporary suspension of the telephone service due to non-payment, the service will be maintained for outgoing emergency calls, as well as for incoming calls, with the exception of collect calls and those from the mobile phone service when abroad. If the Customer has filed a complaint with the relevant Arbitration Board or with the Secretary of State for Telecommunications and the Information Society, YOIGO will not suspend the service while the complaint is being processed, provided that the Customer duly pays the outstanding amount, delivering the corresponding receipt to YOIGO.

**7.4** The Customer may request, with a fifteen (15) day notice period, the temporary suspension of the fixed telephone service by contacting Customer Service through any of the means indicated in clause 11.1. The duration of the suspension shall not be less than one (1) month nor exceed three (3) months. The suspension period shall not exceed ninety (90) days per calendar year. In these cases, YOIGO will deduct fifty (50) percent of the proportional amount corresponding to the affected time from the Customer's subscription fee.

**7.5** Delay in payment for a period exceeding three months or temporary suspension of the contract on two occasions due to payment default will empower YOIGO, after notifying the Customer, to permanently interrupt the service and terminate the contract.

**7.6** YOIGO may occasionally interrupt the Services in order to carry out improvement works, repair tasks, equipment changes, or similar reasons, although such interruptions will be as brief as possible and will preferably be carried out during periods of low consumption.

### **8. TEMPORARY INTERRUPTION OF SERVICE**

**8.1** YOIGO will provide the Service in compliance with the obligations established by the current regulations on quality. YOIGO makes available to the Customer the telephone number 622 and the email address [clientes@YOIGO.com](mailto:clientes@YOIGO.com) for handling incidents related to maintaining the service.

**8.2** In the event of a temporary interruption of the Fixed Telephone Service, the Customer shall be entitled to compensation on their next invoice, which shall be the higher of the following two amounts:

- The average amount billed for the interrupted Service during the preceding 3 months, prorated by the duration of the interruption (if the Service's duration is less than 3 months, the amount of the invoice that would have been obtained for an estimated month proportional to the period of actual consumption shall be considered).
- Five times the current monthly subscription fee at the time of the interruption, prorated by the duration of the interruption. If the compensation exceeds one (1) euro, it shall be automatically credited in the next invoice.

**8.3** If there is an interruption of the Broadband Internet Access Service, YOIGO will compensate the Customer by refunding the monthly fee for said service, prorated for the duration of the interruption. If the interruption exceeds six hours between 8 a.m. and 10 p.m., the compensation will be automatically credited.

**8.4** In cases of interruption due to force majeure, YOIGO will compensate the Customer with the automatic refund of amounts for subscription fees and other charges not related to traffic, prorated for the duration of the interruption.

**8.5** Additionally, YOIGO commits to providing, except in cases of force majeure, the following quality of service: with respect to the interruption time of a Service, a commitment to a maximum interruption not exceeding 48 hours during each billing period. If this commitment is not met, YOIGO will compensate the Customer with an amount equal to a prorated monthly fee for the duration of the interruption in the billing period. For these purposes, within the month following the date of service restoration, the Customer must submit his/her compensation request to YOIGO's Customer Service. If compensation is due, YOIGO will proceed with payment by discounting it on the next invoice.

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**8.6** For these purposes, the interruption time of the Service is defined as the sum of the elapsed times from the moment the Service became unavailable, once it has been activated, until the moment it has been restored to normal operation. The starting point of the count will be the first of the following two events: (I) the notification by the Customer of the fault report, or (II) the registration by YOIGO of the incident causing the total or partial interruption of the Service.

**8.7** For indemnification purposes in all the aforementioned commitments, it will be considered that the monthly fee for the Broadband Internet Access Service is 50% of the total monthly fee in cases of contracting combined Service packages where the total package price does not break down the amount attributable to each Service (Telephone Service and Broadband Internet Access Service).

**8.8** There will be no compensation for any interruption of service due to serious breach of contract by the Customer, or damage to the network due to the Customer connecting terminals or equipment whose compliance has not been assessed in accordance with current regulations.

**8.9** In the event of security incidents, network integrity, or threats or vulnerabilities to the network, YOIGO will take appropriate measures based on the incident to promptly resolve such incidents and restore security.

### **9. EQUIPMENT**

YOIGO will deliver to the Client or install at his/her premises, in the event that the Client does not have the necessary installation for the provision of the Service, the following equipment (hereinafter referred to as the "Equipment"):

- (I) ONT/Router WiFi (in the case of Fiber Optic);
- (II) ADSL/WiFi Modem (in the case of ADSL);
- (III) If necessary, a Network Termination Point (NTP) in ADSL installations;
- (IV) An Optical Network Termination Point (ONTP) in Fiber installations;
- (V) Cabling within the limits described in these CGC;
- (VI) Any other equipment, peripheral, or device delivered by YOIGO to the Client for the proper provision of the Services.

The technical characteristics of the Equipment that YOIGO delivers and installs to offer the service to the Client may be subject to changes. The Client will be informed of any possible changes through our Website and the Customer Service.

YOIGO will configure or provide instructions for configuring the Equipment provided to the Client. Unless opposed by the Client, YOIGO may create a second independent channel on the Equipment through which the Service is provided, at no cost or detriment to the quality of the contracted Service, to provide additional services such as the ability to share broadband Internet with third parties. This will not affect or reduce the speed contracted by the Client for their Broadband Internet Access Service. The Client may deactivate this sharing at any time through YOIGO's Customer Service.

YOIGO leases the Equipment to the Client unless expressly indicated otherwise by YOIGO. The Client is responsible for the proper use of the Equipment and for not tampering with it.

YOIGO will be responsible for the maintenance of the leased Equipment and its replacement in case of breakdown.

The Client undertakes to return the Equipment to YOIGO in a state of use and conservation suitable for its proper use, upon request by YOIGO, at any time and in any case, within one (1) month after the termination of the Service.

If the Client does not return the Equipment within said period, they shall pay YOIGO the amount specified on the cover of the Contract.

If YOIGO provides any type of software or self-installable equipment, the Client must follow the installation instructions provided by YOIGO. YOIGO provides no warranty, either express or implied, regarding the installation assistance software provided, nor does it accept responsibility for any damages or alterations that may occur to the Client's computer system (configuration, software, and/or hardware) or electronic documents and files stored on their computer system as a result of its execution.

YOIGO will repair breakdowns that occur in the leased Equipment related to the provision of the Service provided by YOIGO, assuming the cost thereof provided they are not attributable to the Client.

In the event that the Client detects a breakdown in the Equipment or a malfunction of the Service, they should contact YOIGO's technical support service by calling the Customer Service.

### **10. DATA PROTECTION**

The provision of YOIGO services involves the processing of the Client's personal data, which will be treated in accordance with the provisions of these General Conditions and the Privacy Policy.

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### **10.1 Who is responsible for the processing of your data?**

The data controller is the company XFERA MÓVILES, S.A.U. ("YOIGO"), Tax ID Number A-82528548, with registered office at Avenida de Bruselas, 38, 28108 Alcobendas (Madrid), Spain. You can contact our Data Protection Officer (DPO) by sending an email to [dpo@masmovil.com](mailto:dpo@masmovil.com).

You have complete information regarding how we process your data in our privacy policy, which you can consult at <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

### **10.2 What is the purpose of processing your data?**

**10.2.1** The data processed in the context of contracting and providing the services we offer will be processed for the following purposes (you have complete information on all data processing in <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>):

#### **a) Management of the contractual relationship**

This purpose includes managing the contract itself, billing or recharging, and your interaction with any of our internal departments, such as customer service, technical service, or quality for handling complaints, changes in contracting, or incidents. It also includes the obligations of information regarding the contractual relationship provided for in the General Telecommunications Law. We will also process your contact data to enable the Client's access to their private area, which they can access through the website or the app, and where the Client can manage their tariffs, access their invoices, or check their consumption.

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

#### **b) Provision of telecommunications services**

Within this purpose, different activities necessary and inherent to the provision of telecommunications services are included, such as:

- Conducting communication through an electronic communications network, call establishment and routing (including interconnection);
- Providing Internet access service, if it is included in the contracted services.
- Registering traffic and interconnection data and using it to proceed with billing or to deduct from the available balance for prepaid cards; as well as extrajudicial and judicial collection in case of non-payment.
- Detecting, managing, and resolving technical incidents and handling complaints.

In case of requesting a portability from or to another operator, we also inform you that your identifying data may be processed, and in this case, this data communication between the donor and recipient operator is necessary to carry it out. The data exchanged between operators will be those provided for in the technical specifications of portability approved by the Public Administrations with competence in the matter.

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

#### **c) Creditworthiness verification**

We inform you that prior to contracting, we will check your creditworthiness in common credit information systems (e.g., BADEXGUG, ASNEF, Experian, or Equifax), as provided for in Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights. This is one more element in the framework of the analysis of the contracting request, taking into account other variables depending on the sector, if you have debts with other companies in our group, or the risk of fraud. In case the analysis results negative, we inform you that your contracting request may be rejected, and you have the right to request a manual review of your case.

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

#### **d) Communication of debt non-payment data to common solvency databases**

If you fail to meet your financial obligations punctually, resulting in a certain, overdue, and enforceable debt, we will proceed, based on YOIGO's legitimate interest protected by current legislation, to communicate your identifying data and information regarding the outstanding debt to entities responsible for common credit information systems (e.g., BADEXCUG, Experian, ASNEF, or Equifax, Judicial Incidents File, etc.), in accordance with current provisions on credit information systems. For additional information about our legitimate interest, please contact [dpo@masmovil.com](mailto:dpo@masmovil.com).

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

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### **e) Information Verification**

YOIGO may verify the accuracy of the data you provide within the framework of the contract to prevent fraud and identity theft. To do so, we may process identifying information, contact information, device data, economic, financial, and insurance data (payment data), information about the point of sale or contracting, traffic or navigation. Additionally, we may conduct checks on the information provided, for example, through consultation with the Spanish Tax Agency (AEAT) or banking entities.

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

### **f) Fraud prevention**

The data will be compared with other data from telecommunications service requests that appear in the Hunter System for fraud prevention in requests, exclusively for the purpose of detecting potentially fraudulent information within the service approval process. If inaccurate, irregular, or incomplete data is detected, your request will be subject to further scrutiny, and such data will be included as such in the file and may be consulted for the aforementioned purposes by entities adhering to the Hunter System and belonging to the following sectors: financial, card issuers, payment methods, telecommunications, leasing, insurance, debt acquisition, real estate, energy and water supply, periodic billing, and deferred payment. The list of entities adhering to the Hunter System will be accessible on its website: [www.asociacioncontraelfraude.org](http://www.asociacioncontraelfraude.org)

You can exercise your rights before the Spanish Association of Companies against Fraud, by sending a letter to the following address: PO Box 2054, 28002 MADRID.

More information: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

### **g) Own commercial communications**

YOIGO may process the identifying and contact information of Customers to send them commercial information related to our own products or services, such as various promotions, new tariffs, or improvements through electronic means in accordance with the provisions of Article 21.2 of Law 34/2002, of July 11, on Information Society Services and Electronic Commerce, and based on legitimate interest for making calls.

For more information, please visit <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>.

### **h) Information on better tariffs**

In accordance with Article 67.7 of the General Telecommunications Law, we are obliged to provide our customers with information about our best tariffs at least once a year, for which we will use our usual communication channels, including electronic means.

This communication will be carried out based on the legal obligation established in the aforementioned Law. We will process your data for this purpose for as long as you are a customer of YOIGO.

### **i) Cooperation with authorized agents**

We inform you that, in compliance with current legislation, we are obliged to retain and disclose certain types of data regarding your telecommunications service to the State Security Forces and Bodies, courts and tribunals in the exercise of their functions, the Public Prosecutor's Office, and other authorities with jurisdiction over the matter. The categories of data that will be processed for this purpose will include identifying data, contact information, and traffic data collected or generated in the context of your contractual relationship with YOIGO 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.

For more information, please visit: <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

### **j) Subscriber Management System**

In compliance with the provisions of CNMC Circulars 1/2013 and 5/2014, we inform you that, as a telecommunications operator, we are obligated to communicate your identifying and contact information, information about the contracted service, and, in certain instances, location information, to the CNMC's Subscriber Data Management System based on a legal obligation. For example, based on this obligation, we provide information to emergency services.

Through this System and in accordance with the aforementioned Circulars, subscriber directories and consultation services are also regulated. The inclusion of subscriber data in the directories or consultation services, as well as the use of this published data for commercial or advertising purposes, requires the consent of the individual concerned. The individual may request their inclusion in the subscriber directories through the customer service department.



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**10.2.2** We inform you that YOIGO, based on its legitimate interest in improving our services and retaining our customer base, may also analyze during the term of the contract and up to 18 months after its termination the use that the Customer makes of the Services contracted with us, basically for three purposes:

- a. To improve the service, the offer, and the attention provided to its customers in general (For example, developing new tariffs, reducing waiting times in customer service, routing calls to customer service efficiently, etc.)
- b. To detect incidents, areas for improvement, or needs related to our services in general (For example, antenna problems, coverage or network issues, irregular or fraudulent traffic, and improving incident management)
- c. To develop churn propensity models and other statistical models.

More information at <https://www.yoigo.com/pdf/condiciones-proteccion-datos-clientes.pdf>

### **10.6 What are your rights?**

We inform you that, in accordance with data protection legislation, you have the right to access, rectify, portability, limit processing, erase, and object, as well as to revoke consent provided at any time.

You can exercise these rights by postal mail to the address Avenida de Bruselas, 38, 28108 Alcobendas (Madrid), or by email to the address [privacidad-YOIGO@YOIGO.com](mailto:privacidad-YOIGO@YOIGO.com) indicating the right to be exercised and providing the required documentation. Additionally, we inform you that you can file a complaint with the Spanish Data Protection Agency at [www.aepd.es](http://www.aepd.es).

If you have any questions about the processing of your personal data, you can contact our Data Protection Officer (DPO) by sending an email to [dpo@masmovil.com](mailto:dpo@masmovil.com).

## **11. CUSTOMER SERVICE**

**11.1** The Customer may receive information regarding the Service, and report any incidents through the Customer Service at telephone number 622 (from YOIGO network) or +34 622 622 622 (from another operator's network), and at [www.YOIGO.com](http://www.YOIGO.com). They may also contact us by mail at the following address: Xfera Móviles, S.A., Customer Service, Avda. de Bruselas, 38, 28108 Alcobendas (Madrid), or by email at [clientes@YOIGO.com](mailto:clientes@YOIGO.com).

**11.2** To file complaints regarding the provision of the Service, the Customer must contact YOIGO through any of the means provided in the preceding paragraph, within 1 month from the moment he/she becomes aware of the event giving rise to his/her complaint. Upon receiving the complaint, YOIGO will provide the Customer with a reference number for it and, if requested, a document confirming its submission and content.

**11.3** Once the complaint has been lodged, if the Customer has not received a satisfactory response from YOIGO within 1 month, he/she may submit the complaint to the corresponding Arbitration Board or to the Secretary of State for Telecommunications and Digital Infrastructures, in accordance with the applicable regulations. This shall be without prejudice to the Customer's right to resort to the judicial process.

## **12. MODIFICATION OF THE CONTRACT**

**12.1** The Customer undertakes to inform YOIGO of any changes to the contract details, especially changes in data related to the billing address and bank account for payment domiciliation, as these are essential for the proper fulfillment of obligations arising from this contract.

**12.2** YOIGO, after notifying the Customer with a one-month notice, may modify this contract in order to adapt its content to new legislative, technological, or market circumstances in the telecommunications industry. In case of disagreement with the proposed modification, the Customer may communicate to YOIGO their intention to terminate the contract.

## **13. SECURITY DEPOSITS**

**13.1** To ensure compliance with the obligations under this contract, YOIGO may request the Customer, at any time, to provide a guarantee by means of an interest-free deposit of up to €50, as well as to assign a credit limit to the Customer or restrict their use of services with higher tariffs, additional charges, and/or international services, under any of the following circumstances:

- The Customer has left one or more invoices unpaid, as long as the arrears persist.
- Debts have been incurred under other current or non-current subscription contracts, or there are repeated delays in paying invoices.

**13.2** Failure to provide the requested guarantee will empower YOIGO to reject the application for Service activation, suspend the Service, and terminate the contract.

**13.3** If the Customer requests termination of the contract or a change of ownership while there are outstanding debts, YOIGO is authorized to enforce the guarantee for the total amount owed, with any remainder being made available to the Customer.

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**13.4** YOIGO will refund the guarantees within a maximum period of 4 months from their establishment, provided that the Customer has promptly paid the issued invoices.

### **14. TERMINATION AND ASSIGNMENT OF THE CONTRACT**

**14.1** This contract shall be terminated for the general causes of contract termination and, specifically, for the following reasons:

- At the discretion of the Client at any time, by notifying YOIGO with a minimum notice of 2 business days prior to the effective date.
- At the discretion of YOIGO, in the event of (I) the Client's use of the Service in contravention of this Contract; or (II) default in payment for the Service for a period exceeding 3 months or temporary suspension, on 2 occasions, of the contract due to payment default.

**14.2** Under no circumstances shall the termination of this contract relieve the Client of its payment obligations to YOIGO for the use of the Service.

**14.3** YOIGO may assign the rights and obligations set forth in this contract to a company within its same corporate group, with prior notification to the client with one (1) month's notice. If the client does not agree, they may terminate the contract in accordance with the provisions of section 14.1 above.

### **15. APPLICABLE LEGISLATION AND LEGAL FRAMEWORK**

The legal relationship between the Customer and YOIGO is governed by this contract and by Spanish legislation.

### **PARTICULAR CONDITION OF PERMANENCE FOR CONTRACTS ENTERED INTO BEFORE MARCH 24, 2020**

In consideration of the discount granted by YOIGO to the Customer on installation costs ("Discount on installation costs"), in the event that the Customer cancels the order prematurely after installation work has commenced, requests a change of address to a geographic area where YOIGO cannot provide the Service due to technical reasons, terminates the Customer's subscription, or switches to a pricing plan with a lower consumption commitment during the established permanence period in the Service Agreement, the Customer shall reimburse YOIGO the portion of said discount proportional to the unfulfilled permanence period.

### **SPECIFIC CONDITION OF YOIGO + ENERGY GO SERVICE**

This specific condition shall apply if the YOIGO Customer -excluding prepaid customers- contracts ENERGY GO energy services under a tariff that specifies in its commercial terms that it is associated with a discount on the telecommunications bill, and the parties confirm it in writing, with the Customer benefiting from that moment onwards from a discount of up to SIX EUROS -VAT included- on the YOIGO line or product chosen by the Customer for this purpose. In the event that the product or service chosen by the Customer to apply the discount has a price lower than SIX EUROS -taxes included-, the discount will be applied to the total price of the chosen product or service, and the Customer will forfeit the corresponding portion of the discount that cannot be applied. The discount will be applicable during the joint validity period of both contracts (YOIGO+ENERGY GO), provided that both services are active and up to date with payment by the 25th of the month in which the discount is applied. In the event that, at any time, the Customer cancels the service contracted with ENERGY GO, this condition shall cease to be valid between the parties, and consequently, YOIGO will cease to apply the aforementioned discount.

Contracting under a tariff that specifies in its commercial terms that it includes a discount on the telecommunications bill requires the communication of billing data, specifically the amounts of the invoice subject to the discount, from ENERGY GO (Energía Colectiva, S.L.) to YOIGO (Xfera Móviles, S.A.U.). This data communication will solely aim to calculate and apply the corresponding discounts on the YOIGO line or product and will be based on the contracting of the tariff associated with the discount. The data received will be processed by YOIGO for the required legal periods and will not be disclosed to third parties. Cancellation of the tariff will result in the cessation of information sharing between ENERGY GO and YOIGO. You can exercise your rights at [privacy-YOIGO@YOIGO.com](mailto:privacy-YOIGO@YOIGO.com), contact our data protection officer at [dpo@masmovil.com](mailto:dpo@masmovil.com), and file a complaint with the Spanish Data Protection Agency at [www.aepd.es](http://www.aepd.es).

### **SPECIAL CONDITION REGARDING INSTALLATION EXPENSES**

In consideration of the discount provided by YOIGO to the Customer on installation costs ("Discount on installation expenses"), in the event that the Customer cancels the order prematurely once the installation work has commenced, requests a change of address to a geographic area where YOIGO cannot provide the Service due to technical reasons, terminates the service, or switches to a price plan with a lower consumption commitment during the established contract term, the Customer must reimburse YOIGO the amount corresponding to the discount, provided that the termination occurs within three months following the installation.

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**INTERNET ACCESS SERVICE SPEED**

The information regarding internet speed has been compiled following the guidelines established in Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015, laying down measures concerning open internet access and amending Directive 2002/22/EC.

Service		Advertised speed		Available speed		Maximum speed		Minimum speed	
	Link	Download	Upload	Download	Upload	Download	Upload	Download	Upload
Mobile* (Mbps)	LTE+300	300	50	-	-	300	50	-	-
	LTE 150	150	50	-	-	150	50	-	-
	LTE 111	111	37.5	-	-	111	37.5	-	-
	HS-DPA+42	42	5.7	-	-	42	5.7	-	-
	HS-DPA+21	21	5.7	-	-	21	5.7	-	-
Fixed** (Mbps)	FTTH 1000	1000	1000	1000	1000	1000	1000	80%	80%
	FTTH 600	600	600	600	600	600	600	80%	80%
	FTTH 300	300	300	300	300	300	300	80%	80%
	FTTH 100	100	100	100	100	100	100	80%	80%
	FTTH 50	50	50	50	50	50	50	80%	80%
	ADSL 20	20	1	6.5	0.9	20	1	1	0.2

\*In mobile service, actual speed depends on various factors such as the capabilities of the device, available coverage, network load conditions, or background application execution.

\*\* On the other hand, in fixed service, the attained speed may be impacted by the condition of the wiring (fiber or copper pair), network load, distance to the central office (main contribution in ADSL), capabilities of the device used, the established connection for internet access (cable or WiFi), or the use of background applications, among others. The speed of a WiFi connection directly depends on the environment where the router is located (interference from neighboring WiFi networks, structural obstacles within the building, distance to the router, etc.).

(All pages are numbered from 1 to 19 in ascending order)

**Esta traducción consta de doce páginas, cada una de las cuales lleva mi firma y sello.**

**Doña Rocío SANZ-PASTOR DEL OLMO, Traductor-Intérprete Jurado de inglés nombrado por el Ministerio de Asuntos Exteriores, Unión Europea y Cooperación, certifica que la que antecede es traducción fiel y completa al inglés de un documento redactado en español**

**En Madrid, a 5 de abril de 2024.**

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**This translation consists of eleven pages, each of which bears my signature and seal.**

**GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF FIXED TELEPHONE AND BROADBAND SERVICES**

**Rocío SANZ-PASTOR DEL OLMO, Sworn Translator-Interpreter of English appointed by the Ministry of Foreign Affairs, European Union, and Cooperation, certifies that the foregoing is a true and complete translation into English of a document drafted in Spanish.**

**In Madrid, on April 5, 2024.**

**Signed: Rocío SANZ-PASTOR DEL OLMO  
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