

## SERVICE CONTRACT

### 1. Gathered

On the one hand D. Diego Delgado Garcia, with ID 47,503,926-W, legal representative of Afilnet.com, with fiscal address Av. de España, 55, 2, 37, Dos Hermanas (Sevilla).

On the other hand the "Customer", whose data included in the attached form, which will be registered in Afilnet.com, along with the approval of the following contract.

State that Afilnet.com offers support for telecommunications services and marketing among which (SMS, Email, Certified Communications, Messaging Services, Social Networks and Voice) are included, and has connection to all operators and/or geographical areas that are indicated in Afilnet.com. That the "Customer" is interested in using the services offered by Afilnet.com.

Both parties declare that they recognize and approve the following clauses:

### 2. Contractual Object

2.1. The purpose of this contract is the recruitment by the "Customer" to Afilnet.com for the provision of telecommunications services or marketing so that the "Customer" can use them to send or receive SMS, voice, email, certified communications, posts on social networks or messages through messaging applications, providing all the necessary infrastructure for sending and/or reception, as well as the provision of all statistical information and details of sending/reception deemed appropriate.

### 3. Service Description

- 3.1. The service offered by Afilnet allows the customer to perform one or more of the following actions:
  - 3.1.1. Send "Simple SMS", Simple SMS means sending an SMS to a recipient.
  - 3.1.2. Send "Mass SMS", Mass SMS means the possibility of sending the same SMS to several recipients.
  - 3.1.3. Receive "SMS", understood as the SMS received at a virtual number acquired by the "Customer" and sent by any origin (virtual number, physical, telecommunication system, etc.).
  - 3.1.4. Send "Certified SMS", a certified SMS is understood as the sending of an SMS to a recipient made through a telecommunication network that performs a process of content certification.
  - 3.1.5. Send "A simple digital voice call", a voice call is understood as the message played through a digital voice call to a recipient.
  - 3.1.6. Send "A mass digital voice call", a voice call is understood as the message played through a digital voice call to a group of recipients.
  - 3.1.7. Receive "voice calls", understood as any voice call made by a telecommunication device or network to a virtual number purchased by the "Customer".
  - 3.1.8. Send "A Simple Email", understood as any email sent to a recipient.
  - 3.1.9. Send "A Bulk Email", understood as any email sent to a group of recipients.
  - 3.1.10. Receive "An Email", understood as any email received from any source to a pre-configured email account in Afilnet.

- 3.1.11. Send "Certified Email", understood as any email sent to a recipient, with a copy to a certifying mail account that issues a certificate that such communication has been made.
- 3.1.12. Send "Publication in social networks and/or blog" understood as any message sent through Afilnet whose purpose is to be published in a social network and/or blog.
- 3.1.13. Send "instant message", understood as any message sent through Afilnet through an instant messaging service (WhatsApp, Telegram, WeChat, Facebook, etc.).
- 3.1.14. Receive "instant message", understood as any message sent from an instant messaging service (WhatsApp, Telegram, WeChat, Facebook, etc.) to a pre-configured account in Afilnet.
- 3.1.15. Acquire "virtual number", understood as a mobile numbering that can allow the user to receive SMS or voice based on the compatibility of it.
- 3.2. The "Customer" may make use of these services by:
  - 3.2.1. Through the website, accessing with the email and password provided and that can be changed at any time.
  - 3.2.2. Through the "SMS Gateway" application, which you can find and download for free from our website.
  - 3.2.3. Through our Web Service and/or APIs using some programming system for integration.

reception of SMS, voice calls, emails, certified communications, posts on social networks and instant messaging in these systems for further consultation. Afilnet.com is not responsible for the loss of information caused by failure in the systems of third parties or those caused in virtual operators, not giving rise to any claim for compensation, loss of income or any other, by the "Customer"

- 4.2. Factors affecting the operation of the service that prevent its satisfactory performance, such as, geographical limitations of the network of any telecommunication network operator, availability of 3rd party services, capacity, or other conditions or factors that prevent end users from receiving messages.
- 4.3. Therefore, we cannot guarantee:
  - 4.3.1. That the service will be available at all times and/or without failures.
  - 4.3.2. That any recipient who has been deliberately sent any SMS, voice and/or email using the service receives it.
  - 4.3.3. From time to time, we may suspend service for maintenance, which will be notified to the possible extent, and with reasonable notice to the "Customer".
  - 4.3.4. We may suspend access to the "Customer" in the event that:
    - 4.3.4.1. The "Customer" is in serious breach of contract or of any law and/or regulation of any telecommunications regulatory authority or any other authority competent in relation to the service.

## **4. Service Availability**

- 4.1. Afilnet.com will have the technical means (hardware and software) necessary to provide a quality service to the "Customer", likewise Afilnet.com will save information on the sending and/or

- 4.3.4.2. The " Customer " uses the service in an illegal way according to the laws in force, such as using the service to send SPAM, Phishing, scams, threats, etc.

4.3.4.3. A network operator, telecommunications regulator or competent body requires it.

4.3.4.4. We are entitled to terminate the contract for any reason, in which case we will give due notice as soon as reasonably possible.

telecommunications market, 3<sup>rd</sup> party services and/or marketing, whose price for use of telephone networks, access to service and/or telecommunications may vary at any time.

## 5. Price and Billing

5.1. The "Customer" agrees to:

5.1.1. Pay all charges due in respect of access, and use of the service, the customer further agrees to use one of the payment methods offered by Afilnet.com

5.1.2. Be charged with the amount of credits you want to hire prior to the use of the service, credits understood as a conventional measure to be used, so that the cost in credits to send/receive an SMS, voice call, email, notifications by social networks or messaging services, can be more or less than 1 credit, depending on the rates applied to the "Customer" and the geographical location of performance or service used.

5.1.3. That at no time will the amount previously paid by the "Customer" be returned".

5.1.4. If the " Customer " does not pay any outstanding charges within a maximum of 1 month after the billing of the amount, Afilnet.com reserves the right to:

5.1.4.1. Use any payment previously paid by the "Customer" or use of the credits available for the "Customer" to settle the debt.

5.1.4.2. Suspend and/or restrict access and use of the service until the amount due is received.

5.1.4.3. That the price of services offered by Afilnet, depend on the

## 6. Data Protection

6.1. With respect to the provisions of Law 15/1999 on Protection of Personal Data (LOPD), Afilnet.com acts as a means of transporting data, likewise we will not yield or sell information obtained from the relationship with the "Customer".

6.2. We will keep all information acquired as a result of the contract with respect to the Customer and/or Company confidential at all times, except for information that we are obliged to disclose by law, at the request of any regulatory body or competent agency, due to force majeure.

6.3. The "Customer" shall maintain the confidentiality of all information acquired as a result of this contract, except for that which is required to be disclosed by law, at the request of a regulator.

6.4. What rights do you have regarding your personal data?

6.4.1. Rights of access and rectification, You have the right to know what personal information Afilnet processes, and how that data has been obtained. You also have the right to request the correction of personal information that is incomplete or incorrect at any time.

6.4.2. Right to be forgotten', you can request that your data be deleted in specific circumstances, e.g. if you have terminated the service, the personal data is no longer needed for the reason it was acquired, the data does not comply with personal data law, the personal data must be deleted in

order to comply with a legal obligation in the European Union, etc.

- 6.4.3. Right to object, you have the right to object to the processing of personal data that we base on our legitimate interest in relation to your particular situation. If you object and the processing is based on a legitimate interest, we will no longer process your personal information unless we can demonstrate compelling and legitimate reasons for such processing which override your privacy interest. However, please note that even if you object to certain processing, Afilnet may still continue such processing if it is based on a legal basis, for example, to provide the Service (if you still wish to receive it) or to fulfill legal obligations.
- 6.4.4. Right to restriction, You may request that the processing of your personal data is restricted if the personal data is not be correct, if you believe that the processing is illegal, if Afilnet bases its processing on a legitimate interest or if you believe that Afilnet no longer needs to process personal data for the purposes set out in the "Description of data processing"
- 6.4.5. Right to withdraw consent, If you have given your consent to Afilnet for the processing of personal data, you can always withdraw such consent for any future processing that depends on such consent.
- 6.4.6. Right to the portability of your data, You have the right to receive personal data concerning you, which you have provided to us, and which we process on the basis of consent or to carry out our agreement with you in a structured, commonly used and system-readable format. You may also request that we transmit such data directly to another controller where technically feasible.

## 7. Data processing description.

- 7.1. The following description of data processing describes the categories of personal data collected and processed by Afilnet in relation to its users and the purposes of processing each category of data. In accordance with applicable data protection legislation, personal data can only be processed if there is a legally valid reason to support the corresponding processing. Afilnet bases its processing on the following legal reasons as set out in the description:
  - 7.1.1. Performance of a contract: the processing of personal data is necessary for Afilnet to perform the Agreement with a User, for example, to allow the User to log into your account, use the service and/or receive assistance.
  - 7.1.2. Legitimate interest: processing is based on a legitimate interest that Afilnet has in processing, for example, to allow Afilnet to send newsletters to users. A requirement is that such legitimate interest is not overridden by the interests, fundamental rights or freedoms of users and users have the right to object.
  - 7.1.3. Legal obligation: processing is necessary for Afilnet to comply with legal obligations applicable to Afilnet, for example, financial information that needs to be stored for accounting purposes.
  - 7.1.4. Time or retention criteria: Afilnet specifies how long the user data will be used for different purposes. Once the legal purpose is not maintained, all personal data will have been anonymized so that they can no longer identify a User.
- 7.2. Categories of Afilnet personal data processes the following categories of personal data:

- 7.2.1. D1. Identification details: name, address, password Source: Directly from the user when registering or through Afilnet resellers.
- 7.2.2. D2. Contact information: i.e., email address, telephone. Source: Directly from the user when registering or through resellers.
- 7.2.3. D3. Payment details: i.e. billing data and payment history Source: Directly from the User upon registration and, upon payment history, as payments are made.
- 7.2.4. D4. Digital information data, i.e. geographic location/IP address, device information (device type, device name, device ID), country code, ISP information, operating system version. Source: compiled based on the use of the service by the user and Afilnet platforms
- 7.2.5. D5. Usage information, i.e. information about sendings made and/or received, contact lists, services created by the user and/or marketing tracking results. Source: compiled based on the use of the service by the user and Afilnet platforms
- 7.2.6. D6. Records of correspondence with customer services, i.e. recordings of incoming calls to customer services, transcriptions of e-mails or chat correspondence Source: Records of correspondence with customer services.
- 7.2.7. D7. Cloud service responses: i.e., user responses to services in which we ask a customer's recipient users to participate, and the responses may include personal information Source: directly from users who choose to participate in the services, from submissions made by a given customer.
- 7.3. Afilnet processes the above categories of Personal Data for the following purposes:
- 7.4. P1. - Service Delivery Description: Allow Afilnet to manage the user account and deliver the service to their users, and to allow the user to make use of our services, including the implementation of terms and conditions. Legal basis: execution of a contract Data categories involved: D1, D2, D3, D4, D5, D7 Retention time or criteria: up to 12 months after the end of the subscription to the Service or the creation of the account (if the User never used the service).
- 7.5. P2. - Invoicing Description - To be able to invoice the user for purchases made within the platform. Legal basis: execution of a contract Categories of data involved: D3 Time or criteria for retention: from the time the user makes the first payment to the request for cancellation by the user.
- 7.6. P3. - Attention and / or customer service Description: To enable Afilnet, and its resellers where appropriate, to provide customer service to its users on request, including troubleshooting. Legal basis: execution of a contract Data categories involved: D1, D2, D3, D4, D5, D7 Retention time or criteria: up to 12 months after the end of the subscription for the Service or the creation of the account (if the User never used the service).
- 7.7. P4. - Communication with users Description: To be able to send relevant user information regarding the subscription/account, e.g. welcome email, service updates and similar. Legal basis: execution of a contract Data categories involved: D2, D3, D4 Retention time or criteria: during the term of the user's subscription to the Service.
- 7.8. Marketing Description: for profiling purposes in order to provide personalized marketing to Users and other target groups who may have similar preferences to current Users. This purpose includes sending newsletters to Users. Legal basis: legitimate interest Data categories

involved: D1, D2, D3, D4, D5, D7  
Retention time or criteria: for the time allowed by applicable marketing legislation, but not longer than 12 months after termination of subscription or account creation (if the User never used the service).

7.9. P6. - Compliance with legal obligations  
Description: To enable Afilnet to meet legal obligations applicable to Afilnet, including requirements of accounting regulations and response to requests from authorities.  
Legal basis: legal obligation  
Categories of data involved: D1, D2, D3, D4, D5  
Retention time or criteria: as long as legal obligation exists, but generally up to 2 years.

7.10. P7. - Statistics and analysis  
Description: to enable Afilnet improve services offered to its users, including improving the security of Afilnet systems.  
Legal basis: legitimate interest  
Categories of data involved: D2, D3, D4, D5, D7  
Time or criteria for retention: up to 12 months after completion of the subscription to the Service or the creation of the account (if the User never purchased a subscription).

7.11. Q8. - Fraud Prevention  
Description: to enable Afilnet to prevent and defend Afilnet from fraudulent claims of users in relation to payments.  
Legal basis: legitimate interest  
Data categories involved: D3  
Retention time or criteria: during the term of the User's subscription and up to 5 years after the end of the subscription.

7.12. P9. - Training of customer service  
Description: call recordings and other correspondence with customer service are analyzed to improve the quality of customer service provided to users and others who contact Afilnet customer service.  
Legal basis: legitimate interest  
Categories of data involved: D6  
Time or criteria for retention: 3 months.

## 8. Responsibility of the Customer and the Obligations of the Customer

8.1. The "Customer" will be fully responsible for the use made of the service provided by Afilnet.com and the content sent, being Afilnet.com fully exonerated from liability arising from the use, and keeping Afilnet.com free from any responsibility and claim that any third party in relation to the use made by the "Customer" of the service.

8.2. The "Customer" confirms that he/she will not use the service based on the following:

8.2.1. Use the service or allow it to be used to send SMS, email, social networks, instant messaging services and/or calls to any end user without the explicit request of the end user to receive them without their prior consent. Likewise, the "Customer" who uses the Services for commercial purposes must give the end users the right to opt out of receiving any further messages.

8.2.2. The sending of Messages in an excessive way to the same user, according to our consideration, with an inadequate, fraudulent, offensive, immoral, illicit or any other nature that alters or could alter the laws in force.

8.2.3. Use the Service or allow it to be used in a manner that infringes intellectual property rights.

8.3. The user, at all times during the term of the contract:

8.3.1. You agree to send SMS, voice, email, social network postings and/or instant messaging that comply with all laws, regulations and contain nothing that could cause any offense in consideration of the values of decency and propriety.

8.3.2. 8.3.2. Will not act in any way that could damage our reputation, or that of the service, during or after the use of the service, if not respected, the "Customer" agrees to indemnify Afilnet.com for any damages that may have been caused.

8.4. 8.4. Afilnet.com may stop transmitting any SMS, voice, email, social networking, and instant messaging or stop allowing access to the "Customer" that we consider justifiably in breach of contract.

## **9. Responsibility and Obligations of Afilnet.com**

9.1. Afilnet.com is not responsible towards the "Customer" for any liability, loss, damage or costs incurred by the "Customer", unless these are caused directly by negligence.

9.2. We will not be responsible in any way for the content of any submissions made by the "Customer" to its end users. Nor shall we be liable in any way for failure to provide service due to technical failure or by any network operator or for any event beyond our reasonable control.

9.3. Afilnet.com is not responsible for the failures caused by poor management of services used.

9.4. Afilnet.com reserves the right to bonus or not the "Customer" with new credits and never economically, when proved that the failure is caused by programming problems and/or software failures, Afilnet.com is not responsible for failures caused by falls in computer equipment, computer attacks, and loss of connection...

## **10. Contract period and termination**

10.1. 10.1. Unless there is an auxiliary contract or subcontract signed by both parties the period of this contract will begin on the date of registration as "Customer" in Afilnet.com and end when the customer notifies the cancellation, unless there is a pending debt, in which case the cancellation cannot be effective until payment of the amount due.

10.2. If at any time the "Customer" wishes to terminate the contract, he must:

10.2.1. Request the cancellation from the web Afilnet.com, verification will be requested via email, once confirmed, Afilnet.com agrees to terminate you as Afilnet.com "Customer", except:

10.2.1.1. There is an outstanding debt by the "Customer" to Afilnet.com in which case the "Customer" agrees to pay immediately.

10.2.1.2. There is an investigation or process by some competent body to the "Customer", in which case the cancellation will not be made until it is resolved.

10.3. Either party may further terminate this contract with immediate effect by notice to the other party if:

10.3.1. The other party becomes insolvent or goes into liquidation.

10.4. Upon termination of the contract:

10.4.1. The "Customer" will immediately stop using the service and all money owed to Afilnet.com must be paid immediately.

10.5. Neither party shall be liable for delay in performance of its obligations under this contract caused by any event beyond its reasonable control, including malfunction or unavailability of necessary telecommunications, data communications or computer services, failure or

interruption of power supply, acts or omissions of third parties, acts of government or regulators or blockage of the telecommunications network.

## **11. General Terms**

- 11.1. Should any condition of the contract be deemed invalid or unenforceable, this shall not affect the validity or enforceability of all remaining conditions.
- 11.2. Afilnet.com shall have the right to amend this contract at any time, in which case it shall notify the "Customer" of the changes, at that time the "Customer" shall have the right not to accept, the amended contract and may terminate the contract.
- 11.3. The contract shall be governed by the laws of Spain, and both parties submit to the courts of Utrera, waiving any other court that might correspond to them.