

# SERVICE AGREEMENT

## 1. This agreement is entered into by and between:

On the one hand, Mr. Diego Delgado García , with ID 47.503.926W, acting on behalf and in representation of Afilnet.com with legal address at C\Postas 66A 2B, Los Palacios y Vfca (Sevilla).

On the other hand, the "Client", who has included his personal details on the attached form, and which will be registered in Afilnet.com together with the approval of the following agreement.

They state that Afilnet.com offers SMS support and connection with every operator and Geographical area specified in Afilnet.com. The "Client" is interested in the use of the SMS services offered by Afilnet.com.

Both parties hereby declare that they agree to the following clauses:

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## 2. Object of the agreement

The object of the present agreement is the hiring of the services of Afilnet.com by the Client. This includes SMS sending to Mobile phones by providing the necessary infrastructures and also the right to obtain detailed information and statistics about the sent messages.

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## 3. Description of the Service

3.1 The service offered by Afilnet allows the client to do one or more of the following actions:

3.1.1. Send "Simple SMS". This refers to the possibility of sending one SMS to one recipient.

3.1.2. Send "Bulk SMS". Bulk SMS sending refers to the possibility of sending an SMS to several recipients at the same time.

3.2. The "Client" will be able to make use of these services through:

3.2.1. The web page, by accessing with the registered e-mail and the password provided and which the Client will be able to change at any moment.

3.2.2. The application "Pasarela SMS", which the Client will be able to find and download for free through our website.

3.2.3. Our web service, using one of the programming Systems of integration

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## 4. Service availability

4.1 Afilnet.com will offer the necessary technical means (hardware and software) to provide a quality service to the "Client". Afilnet.com will also save any information related to the sent SMS on these Systems for future reference.

Afilnet.com is not responsible for the loss of messages due to tertiary system failures or virtual operators, therefore the "Client" will not have the right to claim compensation, income loss or others.

4.2. Factors which affect the functionality of the service restraining its execution, such as network limitations due to geographical reasons, capacity or other factors or conditions which cancel sms deliveries.

4.3. Therefore, we cannot guarantee:

4.3.2. That any intentional delivery using the service arrives to its destination.

4.3.3. Occasionally, we may suspend the service in order to carry out maintenance operations which will be notified if possible and in advance.

4.3.4. We may suspend the "Client's" access if:

4.3.4.1 The "Client" seriously breaks the agreement or any law/regulation of any telecommunication regulatory authority or other competent authority related to the service.

4.3.4.2. The "Client" uses illegally the service, according to the current legislation, as for example, sending SPAM through SMS.

4.3.4.3. A network operator, telecommunication regulator or any competent organization requires it.

4.3.4.4. We have the right to terminate this agreement for any reason, in which case we will notify it as soon as possible.

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## 5. Pricing and Invoicing

5.1. The "Client" accepts:

5.1.1. To pay all the charges owed after accessing and using the service. The client undertakes to use one of the paying methods offered by Afilnet.com

5.1.2. To recharge the amount of credits needed before using the service. We refer to credits as a standard measure which will be used in a way that the cost in credits of sending an SMS is higher or lower than 1 credit, depending on the prices applied to the "Client" and on the final destination of the message.

5.1.3. That at no time there will be a refund of the total amount previously paid by the "Client".

5.1.4. If the "Client" does not pay a pending charge in a period of 1 month after receiving the invoice, Afilnet.com reserves the right to:

5.1.4.1. Use any previous payment done by the "Client" or to use the credits owed by the "Client" in order to clear the outstanding debt.

5.1.4.2. Suspend or restrain the access and use of the service until the debt has been cleared.

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## **6. Data protection**

6.1. In observance of the Spanish Organic Law 15/1999 on Data Protection of Personal Matters (LOPD), Afilnet.com acts as a means of data transfer, and will not release or sell the information obtained from the relationship with the "Client".

6.2. All information obtained will be considered and kept confidential as established on the agreement between Client/Company, except for the information required by the law or by any regulatory organization owing to circumstances beyond our control.

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## **7. Responsibilities and Obligations of the Client**

7.1. The "Client" will be responsible for the use of the service offered by Afilnet.com and for the content sent, exonerating Afilnet.com of any responsibility derived from its use, and keeping it free from all responsibility and claim done by third parties.

7.2. The "Client" accepts not to use the service according to:

7.2.1. To use the service or allow that it may be used to send SMS to a user who has not authorised the reception of the messages. In case the "Client" uses the Services for commercial purposes, the "Client" has to offer to the final recipients the possibility of unsubscribing to them.

7.2.2. Sending to the same user an excess of fraudulent, inappropriate, offensive, immoral, illicit or other type of messages which alter the current legislation.

7.2.3. Use the Service in a way that it may infringe the Intellectual Property rights.

7.3. In every case and during the life of this agreement, the user:

7.3.1. Undertakes to send messages which obey the law, the regulations and which do not contain any offensive material.

7.3.2. Will not damage the service nor our reputation during the use of it. In case this is not fully respected, the "Client" will be obliged pay Damages to Afilnet.com.

7.4. Afilnet.com will be able to restrain the messages and the access to the "Client" if we consider the "Client" does not fulfil the agreement.

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## **8. Responsibilities and Obligations of Afilnet.com**

8.1. Afilnet.com is not responsible for any loss, costs or damages caused by the "Client", except when these are a result of a negligence.

8.2. We are not responsible for the content of the messages sent by the "Client" to his users or for not providing the service due to technical failures of the network operators or to any circumstance beyond our control.

8.3. Afilnet.com is not responsible for the errors which occur due to a wrong management of the services.

8.4. Afilnet.com reserves the right to reward the "Client" with new credits if the failure is due to programming problems or software failures. The reward will never be economic. Afilnet.com is not responsible for the failures of the IT equipments, network attacks or connection loss.

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## **9. Contractual time period and term of the agreement**

9.1. Unless another agreement or auxiliary agreement has been signed by both parties, the validity period of this agreement shall begin on the moment of the registration as a "Client" in Afilnet.com. It will therefore terminate when the client cancels the membership, unless there is a pending debt, in which case this will not be possible until the debt has been cleared.

9.2. If at any time the "Client" shall terminate the agreement:

9.2.1. The membership must be cancelled through the web of Afilnet.com and a verification e-mail will be sent. Once the client verifies this e-mail, Afilnet.com will proceed to cancel the membership unless:

9.2.1.1. The "Client" has a pending debt in Afilnet.com, in which case the "Client" is obliged to pay immediately.

9.2.1.2. An investigation is being carried out by any competent organization, in which case the membership will not be cancelled until the investigation has ended.

9.3. Either party may terminate this agreement immediately by previously notifying the other part if:

9.3.1. The other part becomes insolvent or is in liquidation

9.4. At the term of the agreement:

9.4.1. The "Client" will immediately stop using the service and any debt with Afilnet.com must be cleared.

9.5. None of the parties will be responsible for the delay in the compliance of their obligations by virtue of this agreement in case the delay is caused by circumstances beyond their control. This includes malfunction or interruption of the necessary telecommunication Systems, data Communications or IT services, electrical failures, omissions and acts of third-parties, acts of government or other regulators and blocking of the telecommunications network.

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## **10. General Terms**

10.1. If any of these conditions is declared to be invalid, illegal or not applicable, this will not affect the validity of the rest of the conditions in this agreement.

10.2. Afilnet.com reserves the right to modify this agreement at any time, in which case the "Client" shall be notified and will therefore have the right to reject and terminate the modified agreement.

10.3. This Agreement shall be governed by and construed in accordance with the laws of Spain. The parties hereto consent to submit to the jurisdiction of the Courts of Utrera, renouncing to any other judicial court or Tribunal which could have jurisdiction on the matter.