

ARTICLE 1.- SCOPE OF THESE TERMS AND CONDITIONS

The General Conditions, the Order Form, the Special Conditions where appropriate, and any of the Annexes to the above, form a unit and regulate the provision of these services by Consulting Smartic Solutions, SL (hereinafter CSS) to the person/organization signing this contract (hereinafter CUSTOMER).

ARTICLE 2.- DEFINITION OF SERVICE

CSS offers a telephone conference call service that allows the simultaneous telephone communication between two or more participants, in Spain or abroad (hereinafter the SERVICE).

ARTICLE 3.- CONDITIONS OF ACCESS TO SERVICE

3.1 To access the service the customer must be equipped with at least a landline or mobile. The client terminal equipment may be located either in Spain and abroad.
3.2 CSS will assign to the CUSTOMER one or more personal phone numbers and a confidential code (PIN), which must be kept secret.
3.3 The CUSTOMER must provide all the conference participants the number, date and time agreed for the conference call.
All participants can access the conference call by calling the CUSTOMER'S telephone number from any landline or mobile, from Spain or abroad.

ARTICLE 4.- AVAILABILITY OF SERVICE

The SERVICE will be operational every day of the week, 24 hours a day, 365 days a year, without requiring the prior reservation by the CUSTOMER, except in case of maintenance operations, updating and / or improving the SERVICE or for special events (more than 30 participants) previously agreed.

ARTICLE 5.- CONDITIONS OF USE OF THE SERVICE

The CUSTOMER agrees to keep confidential any code assigned by CSS for the use of the SERVICE. In case of loss, theft, neglect or non-receipt of the confidential code, the CUSTOMER may request CSS to assign a new code.

ARTICLE 6.- PRICES

Service prices are detailed on the price list, which is attached to this contract and which corresponds to current rates of CSS. These prices are net of tax.
If there is any change of prices listed in the standard price list they should be set out in the observations section on page 1 of the contract. All taxes and fees applicable shall be those in force on the day of the invoice and will be the amounts that are in accordance with regulations applicable to each tax. Changes to the numbering and/or basic configuration options of the SERVICE, or extra facilities requested by the CUSTOMER, can give rise to an additional invoice for involvement in the case of repeated requests. For the avoidance of doubt, for this purpose, the term repeated requests means those that equal or exceed five requests for changes during each calendar month.

ARTICLE 7.- REVIEW OF PRICES

CSS can modify their prices to adjust to market conditions. In case of upward modification, the new economic conditions will be subject to CSS proposal submitted to the CUSTOMER with a one-month prior notice through the usual means of customer communication (email, letter and/or fax). If the CUSTOMER does not accept the proposals, it should inform CSS through the same channels as above before the new rates come into force. In the event that the parties fail to reach any agreement on the new fees, either party may terminate the contract without the other being entitled to claim compensation. It will be necessary in all cases to notify the other party of the unilateral willingness of either of the parties to end the contract for this reason, before the entry into force of the new rates.

ARTICLE 8.- CONDITIONS OF BILLING AND SETTLEMENT

8.1. CSS will issue the invoices at the end of each month.
8.2. Invoices will be paid in full by direct debit of receipt that will be issued from CSS between days 5 to 7 of each month. To this end the CUSTOMER authorizes the Financial Institution whose data branch and account number are listed on page 1 of this contract, to pay CSS charged to that account, in its name, amounts relating to the invoices issued.
8.3. Non-payment of an invoice shall result in:
1. Full enforcement immediately and without delay, of all sums due by the CUSTOMER;
2. The accrual and billing of late interest, calculated on the base of interest rates plus two points.
8.4. Payment for a method other than direct debit will result in an increase in the monthly fee of 15 Euros or in a minimum consume previously agreed. If the payment period exceeds 30 days, the monthly fee will increase in proportion to this period. In any case, if the fee is different from the standard, it shall be entered in the observation section on page 1.

ARTICLE 9.- DURATION AND ENTRY INTO FORCE

This agreement shall enter into force on the same date of signature on page 1 and will last indefinitely. Despite this, any party may unilaterally terminate this contract, with a minimum notice of two (2) months, by written notice reaching the other party.

ARTICLE 10.- RESOLUTION

10.1 The failure by either of the parties to fulfill the terms agreed in this contract and in any attachments that may be signed during its term, will lead, without prejudice to the compensation for damage that may proceed to the resolution of the contract, provided that such failure is not remedied within twenty (20) days following the request from the party that is to be fulfilled.
10.2 The contract will be automatically terminated by simple request or suspension of payments, insolvency, bankruptcy or withdrawal of either party.
10.3 The termination shall take effect from the issuance by the party terminating of a communication sent to the other party involved stating the causes for one of the reasons mentioned earlier.

ARTICLE 11.- ACTS OF GOD AND FORCE MAJEURE

CSS is committed to make every effort in exercising their functions, to ensure the smooth operation of the service but will not be responsible for circumstances or events that are beyond their control, such as delay, failure or disruption of SERVICE caused by a fortuitous event or force majeure.
Considered as cases of force majeure, without limitation, will be service interruptions due to power restrictions, blockade of telecommunications, including telephone networks or others operators, technical incidents attributable to third parties, telecom operators and service companies and more generally any disaster or event beyond the control of CSS that would prevent the normal execution of this contract.
If circumstances of force majeure last longer than a month, either party will have the right to terminate the contract by written notice to that effect, without incurring any liability.

ARTICLE 12.- RESPONSIBILITIES OF THE PARTIES

12.1 CSS is committed to use all means at its disposal according to the current technology at any moment to connect the participants' phone calls to the personal phone number of the CUSTOMER on the terms and conditions of this contract.
12.2 The CUSTOMER is solely responsible for the content, use and publication of information and communications transmitted through of the SERVICE.
12.3 Likewise, the customer assumes its sole responsibility for the violation of any rule that is applicable in relation to the use of service including, among others, provisions in force at any time on personal data protection, right to privacy and technical specifications of equipment and telecommunication apparatus.
12.4 The CUSTOMER is responsible for the confidentiality of the assigned code by CSS, its exclusive use by the CUSTOMER and for any fraudulent use by third parties as a result of lack of confidentiality in care or custody of them by the CUSTOMER. The code can only be recovered by the authorized person listed on page 1 of this contract.
12.5 The CUSTOMER is responsible for the supply and maintenance of the phone lines that uses for access to the SERVICE.
12.6 It is expressly agreed that under no circumstances will any of the parts be responsible for indirect damages nor will they have to compensate the other party for them. We call indirect damages those, whose cause is not due to the violation of the obligations of one of the parties, but due to some other circumstances that may occur by chance, such as commercial damages, exploitation, loss of benefits, etc, for which the parties may arrange their own insurance.
12.7 The CUSTOMER is responsible to CSS and agrees to indemnify it for all damages, interests and claims on the latter, which could affect it by a demand from a third party as a result of a breach of the CUSTOMER'S obligations mentioned before. This is so, providing that CSS has informed properly and on short notice to the customer about the existence of such a complaint

ARTICLE 13.- DATA PROTECTION

13.1 CSS informs the CUSTOMER that both the personal data on page 1 and the data that has been generated by the SERVICE, all of them being related to the CUSTOMER, will be included into a file that is the responsibility of CSS. The aim of it is to inform the CUSTOMER about other services, offers and especial promotions, at the same time that it is understood that the signature of these General Conditions implies the consent by the CUSTOMER to accept this treatment. The file is registered at the Agency of Data Protection (Spain) under the name of "CONTACTOS" and the reference number 2092111143.
13.2 The CUSTOMER has the option to exercise its right to access its personal data, as well as to modify, to cancel and to oppose to it by sending an email with a document that certifies the identity of the petitioner to: info@smartic.es

ARTICLE 14.- CONFIDENTIALITY

CSS and the CUSTOMER agree not to divulge to third parties any information that they may entrust to each other. Both parties shall take all security measures that are available and reasonable according to usual industry standards in order to ensure confidentiality and to prevent any reproduction that is not specifically related to the performance of the agreed services.

ARTICLE 15.- CONTRACT ASSIGNMENT

The CUSTOMER may not assign this contract to another party without the prior written consent of CSS. Due to the circumstances of the service, CSS may assign this contract to any group of the company, after informing the CUSTOMER with a one-month advance notice.

ARTICLE 16.- APPLICABLE LAW

This agreement shall be construed in accordance with the Spanish Law.

Signature and seal of Consulting Smartic Solutions, SL

Signature and seal of CUSTOMER

Madrid on, (day) (month) (year)

Remember the shipping contract procedure:

- 1) print the conference call premium plan contract, pages 1 and 2
- 2) fill out by hand all the data on page 1 of the contract.
If you have questions when filling it, call us +34902875095
- 4) Sign and stamp page 1 and page 2 of the contract.
- 5) Send the two pages by fax to +34 91 414 4957 or scanned by email to soporte@smartic.es

In less than 48 hours you will receive your exclusive conference call premium number

Call us at +34 902 875 095 if you have any questions. We will be happy to help
