

# **Standard Mobile Terms and Conditions**

## **Definitions**

1. For purposes of this Agreement, the words below have the following meanings.
  - (a) **“Account”** means Your Customer account(s) for the purchase and usage of the JOi Mobile Service by You.
  - (b) **“ACN”, “Us”, “We” or “Our”** means ACN MARKETING Y SERVICIOS DE TELECOMUNICACIONES ESPAÑA, S.L., having its registered office at Calle Pinar, número 7 - 5º Izquierda, 28006 - Madrid, España, and Tax Identification Number B-83.966.366.
  - (c) **“ACN Business Partner”** means the mobile network operator who manages the mobile radio network which is used to provide the JOi Mobile Service to You and other partners with which ACN collaborates for the provisioning of the JOi Mobile Service.
  - (d) **“Additional Services”** means any additional, supplemental or extra service which You choose to use including Boosts, Premium Services, international services, services You use while roaming abroad or directory enquiry services.
  - (e) **“Age Restricted Services”** means any service for use only by Customers aged 18 or over, as specified in the [Price Guide](#).
  - (f) **“Agreement”** means these [Standard Mobile Terms and Conditions](#), the [Privacy Policy](#) and the [Price Guide](#), each as currently in effect.
  - (g) **“Alternative Roaming Provider”** means a roaming provider within the European Union different from the provider ACN or ACN Business Partners have entered into a roaming agreement with in the relevant country.
  - (h) **“AUP” or “Acceptable Usage Policy”** means Our acceptable usage policy, which is available at joimobile.es
  - (i) **“Boosts”** means an additional credit which may be bought for a specific Additional Service, as detailed in the [Price Guide](#).
  - (j) **“Cancellation Fee”** means the fee You will be required to pay if You choose to cancel Your JOi Mobile Service during the Initial Term. The Cancellation Fee will not be applicable if you have purchased a JOi Mobile Service which is not subject to an Initial Term. The fee will be calculated as the amount of Your monthly recurring Charges at the time when You signed up for Your JOi Mobile Service multiplied by the number of months remaining from Your Initial Term in accordance with the [Cancellation Fee Matrix](#) available in the Customer Portal.

- (k) “**Charges**” mean all fees, rates, charges, and surcharges for the JOi Mobile Service as set out in the [Price Guide](#).
- (l) “**Customer**”, “**You**” or “**Your**” means a person who purchases and/or uses the JOi Mobile Service.
- (m) “**Customer Portal**” means the JOi Customer Self-Care website located at joimobile.es, in another URL notified by Us, or on the JOi App (an application designed for a mobile device (such as a smartphone)).
- (n) “**Customer Service**” means the Customer Service Department dedicated to the JOi Mobile Service. You can call Customer Service by dialing (+34) 91 12 37 502 from Your phone using the JOi Mobile Service or from any other phone or when calling from abroad. You can also contact Customer Service on the Customer Portal via chat or webform.
- (o) “**Effective Date**” has the meaning given in Clause 8.
- (p) “**Independent Business Owner**” or “**IBO**” means an individual or business entity that is authorized by ACN to promote the JOi Mobile Service.
- (q) “**Initial Term**” has the meaning given in Clause 11.
- (r) “**JOi Mobile Service**” is a mobile telephony service provided by ACN under these [Standard Mobile Terms and Conditions](#). JOi is a trademark of LKN Communications, Inc.
- (s) “**Order Date**” means the date that ACN accepts Your order and agrees to provide the JOi Mobile Service to You.
- (t) “**Offers**” means the range of subscriptions offered by ACN with different allowances for voice, SMS and data usage (“**Mobile Offers**”) or data only allowances (“**Tablet Offers**”).
- (u) “**PIN**” means Your personal identification number used to unlock Your SIM card which can be found on the back of the SIM card packaging.
- (v) “**Premium Services**” means any Additional Service which is charged at a premium rate, as described in the [Price Guide](#).
- (w) “**Price Guide**” means ACN's current price list, which is available at [www.joimobile.es](http://www.joimobile.es).
- (x) “**Privacy Policy**” means ACN’s current policy on the collection, storage and processing of personal data, which is available at [www.joimobile.es](http://www.joimobile.es).
- (y) “**PUK**” means Your personal unblocking key used to unblock Your SIM card which can be found on the front of the SIM card.
- (z) “**Roaming**” means You can make and receive telephone calls and SMS and send and receive data while outside Spain. “**Roam Like At Home**” means You are able to use Your JOi Mobile

Service outside of Spain within the European Union at no additional cost until You reach the limits of Your chosen subscription.

- (aa) “**Service Start Date**” has the meaning given in Clause 9.
- (bb) “**Strive for 5**” means the Customer referral program available to users of the JOi Mobile Service under the conditions in Clauses 61 to 71.
- (cc) “**SIM**” or “**SIM card**” means: (1) a card provided by ACN (after We have confirmed Your order) which enables You to access the JOi Mobile Service but You will need to activate it first; or (2) a card obtained from an IBO which You can bring to the JOi Mobile Service but first You will need to choose Your JOi price plan and submit a new order (Your SIM card will be activated automatically after We confirm Your order).
- (dd) “**SMS**” means the short messaging service which is used to send text messages using the JOi Mobile Services.

## **JOi Mobile Service**

- 2. The JOi Mobile Service is a mobile telephony service that permits You to make and receive telephone calls and SMS and send and receive data wirelessly when used with a SIM card inserted into a compatible and correctly configured handset with access to 3G or 4G. ACN only provides electronic communication services in areas covered by a 3G or a 4G network. We do not support 1G and/or 2G devices.
- 3. The JOi Mobile Service is a SIM-only service with mobile plans that suit Your needs. You can choose from a range of subscriptions with different allowances for voice, SMS and data usage (“**Mobile Offers**”) or data only allowances (“**Tablet Offers**”). The allowances can be used within Spain and while roaming in accordance with Clause 4 and Our [Acceptable Usage Policy](#). Please, see [www.joimobile.es](http://www.joimobile.es) and the [Price Guide](#) for more information about the different subscriptions, including prices and allowances.
- 4. The JOi Mobile Service is intended for individuals domiciled or individuals who reside for the most of the year in Spain and is in no way intended for commercial or professional use. You can use the JOi Mobile Service while roaming outside of Spain within the European Union countries at no additional charge until You reach the limits of Your chosen subscription after which You will be charged a domestic rate in accordance with the [Price Guide](#). You have the right, without taking an additional subscription or cost, to choose an Alternative Roaming Provider. Please, see [www.joimobile.es](http://www.joimobile.es) and the [Price Guide](#) for more information about coverage, roaming and international usage.
- 5. The JOi Mobile Services include Premium Services and may also include Age Restricted Services, provided You are 18 or over and You do not show or send any content from the Age Restricted Services to anyone under 18. To access Age Restricted Services, please contact Customer Service or You may access these services using the Customer Portal.

6. You may also be able to upload and send Your own content using the JOi Mobile Service. You grant Us and Our network provider, this is, ACN Business Partner, a royalty free, perpetual and worldwide license to store, transmit or otherwise deal with any content You upload using the JOi Mobile Service.
7. You can make free calls to emergency services from Your phone by calling 112 or any of the specific emergency numbers. When You are outside of Our coverage area in Spain (defined as mainland Spain, the Canary Islands and Balearic Islands only), depending on the capacity of the systems and on the autonomous community in which You are at the time of calling, your location data might not be transmitted to emergency services. If You need to contact the emergency services while roaming abroad, You will need to call 112, however Your location data may not be transmitted.

### **Start and Term of this Agreement**

8. The Effective Date of this Agreement is the earliest of: (1) the Order Date; or (2) the date We supply the JOi Mobile Service to You. Your Withdrawal Period starts from the Effective Date of this Agreement as described in Clause 86.
9. Your “**Service Start Date**” is the earlier of: (1) the date that ACN begins the supply of the JOi Mobile Service to You; or (2) within 14 days from the Order Date. Your Service Start Date will be either on or after the Effective Date of this Agreement and can be within the Withdrawal Period as described in Clause 90. If You purchase more than one SIM card, you may have different Service Start Dates for each JOi Mobile Service. You will not be charged for Your JOi Mobile Service until Your Service Start Date.
10. You are required to provide accurate information to ACN at the time of subscription. In the event the information You provide is faulty, inaccurate or incomplete, ACN may contact You following the Order Date to request that You correct the information provided. In the event You do not correct the information, ACN shall be entitled to cancel Your order and terminate the Agreement.
11. This Agreement may be subject to an initial period of 12 months from the Service Start Date (“**Initial Term**”), depending on the JOi Mobile Service that You purchase. During the Initial Term, you will be allowed to upgrade or downgrade as You wish between the different price plans available at the time. In the event of an upgrade or downgrade of Your price plan, the Initial Term will start anew as from the moment of the plan change. If You have chosen a Mobile Offer, you will only be allowed to upgrade or downgrade to another Mobile Offer, You will not be able to choose a Tablet Offer instead. The same applies for Tablet Offers and You will be only able to upgrade or downgrade between the Tablet Offers and not to Mobile Offer. If You choose to terminate Your Agreement before the expiry of the Initial Term, You will be subject to a Cancellation Fee in accordance with the [Cancellation Fee Matrix](#) available in the Customer Portal.
12. After the Initial Term, this Agreement will continue for an indefinite period and will remain in effect until terminated by ACN or You in accordance with the terms of this Agreement. After the Initial Term, you may also choose a different price plan at any time without terminating subject to a new Initial Term in accordance with Clause 11.

## **Secure Your PIN, Passwords and SIM card**

13. The SIM card remains the property of ACN, even if obtained from an ACN IBO. All rights, including copyrights, patents and trademarks related to the JOi Mobile Service, the SIM card and underlying content belong to and are reserved by ACN or ACN Business Partners. You are being allowed to use the SIM card by Us solely to enable access to the JOi Mobile Service, in accordance with these [Standard Mobile Terms and Conditions](#). For the avoidance of doubt, by using JOi Mobile Service you specifically agree to and accept these [Standard Mobile Terms and Conditions](#). We may recall the SIM(s) at any time for upgrades, modifications, misuse or when Your Agreement ends. In the event Your SIM card is recalled for upgrades or modifications and You are not supplied with a replacement SIM card and You are unable to use Your JOi Mobile Service, you will not be charged for the period in which You were unable to use Your JOi Mobile Service.
14. ACN will provide You with a SIM card, a PIN code and a PUK code (unlock code) to use the JOi Mobile Service. Your SIM card will be blocked if an incorrect PIN code is entered 3 times. You will need to use Your PUK code or contact Customer Services to unlock Your SIM card if Your SIM card is blocked.
15. If You have received Your SIM card from ACN, you will need to activate it to gain access to the JOi Mobile Service. To activate Your SIM card, go to the Customer Portal at [www.joimobile.es](http://www.joimobile.es) or the JOi App and follow the instructions which have also been provided together with Your SIM card. If You do not activate Your SIM card, ACN may, but is under no obligation to, automatically activate the SIM card for You. If You have obtained Your SIM card from an IBO, you will need to first submit an order through the Customer Portal with Your selected JOi price plan. After We have confirmed Your order, Your SIM card will be automatically activated by ACN.
16. You are responsible for any use of Your JOi Mobile Service. You must keep the SIM card secure and You must ensure that You are able to return it to Us, if required to do so by Us at any time, as set out in these [Standard Mobile Terms and Conditions](#). You will be charged for any replacement SIM card (please, see the [Price Guide](#) for more information) unless it is defective through faulty design or workmanship. You must keep all PINs and passwords secure and confidential. You should immediately change Your PIN or password if You become aware that someone is accessing Your JOi Mobile Service without Your permission. ACN and ACN Business Partners are not responsible for any loss You may incur as a result of someone using Your PINs or passwords.
17. You must immediately notify Customer Service if Your SIM card is lost or stolen or if You believe that Your JOi Mobile Service is being used in an unauthorized or fraudulent manner. You may also notify ACN that Your SIM card has been lost or stolen on the Customer Portal. This notification will result in immediate blockage of the SIM card and suspension of the JOi Mobile Service. This Agreement remains in force during suspension of the JOi Mobile Service and You remain responsible for payment of any monthly recurring charges. In the case of theft, you must provide the filing of the complaint to the police or relevant authorities in order to receive a new SIM card at no additional cost. You are responsible for all usage of Your JOi Mobile Service until You notify Customer Service. ACN cannot be held responsible for the consequences of a reported theft (including locking the phone or handset reported stolen), even if You did report the theft.

## Your Obligations to ACN

18. You confirm that: (1) You are at least 18 years of age; (2) You have the authority and full contractual capacity to subscribe to the JOi Mobile Service; and (3) all information provided by You to ACN in connection with this Agreement is accurate and complete. You can update Your information using the Customer Portal or by contacting Customer Service. You authorize ACN and any ACN Business Partner to take all steps necessary to supply the JOi Mobile Service to You.
19. You must always co-operate with Us and follow Our reasonable instructions to ensure the proper use and security of the JOi Mobile Service. You confirm that You will only use the SIM card in compatible and correctly configured handsets in accordance with Clause 2 of this Agreement. Any attempt to use the SIM card in other handsets may result in serious damage to the handset and prevent You from being able to use it, including the making of emergency calls. In these instances, ACN and ACN Business Partners are not responsible for any such damage or usage problems.
20. You may only use the JOi Mobile Service as laid out in this Agreement and for Your own personal use. You may not resell or use the JOi Mobile Service on a commercial basis, including for teleshops, operator activities, telemarketing organizations, prepaid card providers, and call center operations.
21. You shall not limit, hinder or interfere with the use of the JOi Mobile Service by other users or co-users of the infrastructure on which the JOi Mobile Service is based. If Your actions, whether intentional or negligent, cause an interruption in Your JOi Mobile Service or disrupt other users or co-users service, ACN may reduce the speed of or impose other limitations on Your JOi Mobile Service or suspend Your JOi Mobile Service.
22. You must not use the JOi Mobile Service, the SIM card or telephone number or allow anyone else to use the JOi Mobile Service, the SIM card or telephone number: (1) for illegal or improper uses; (2) for fraudulent, criminal or other illegal activity; (3) in a manner contrary to the public order or morality or in a manner inciting any violent activity, including racial hatred; (4) in any way which breaches another person's rights, including copyright or other intellectual property rights; (5) to engage in hacking, spamming, e-bombing, phishing or similar activities; (6) to circulate any computer viruses, Trojan horses or other programs designed to harm the functioning of the hardware or software of ACN or third parties; (7) to copy, store, modify, publish or distribute the JOi Mobile Service or content (including ringtones), except where We give You express permission; (8) to download, send or upload content of an excessive size, quantity or frequency; (9) in any way which breaches any security or other safeguards or in any other way which harms or interferes with Our network, the networks or systems of others or of the JOi Mobile Service; (10) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that You upload; and (11) to use or provide to others any directory or details about customers.
23. You must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that You have deactivated any access to Age Restricted Services if You let anyone under 18 use Your handset.
24. In the event of a suspected violation of Clauses 20-23 of this Agreement, We may suspend or terminate Your JOi Mobile Service.

25. In the event of a substantial increase in the amount of Your monthly use of the JOi Mobile Service, including exceeding the maximum limit consumed out of bundle from Your chosen plan as addressed in the [Acceptable Usage Policy](#), We may, following advance notification and warning to You, suspend Your JOi Mobile Service. You will be able to resume use of Your JOi Mobile Service once the outstanding amounts are paid and processed and Your Service is reactivated. There may be a delay between when payment is received and when Your Service is reactivated.
26. If You use the JOi Mobile Service from a country outside Spain and the European Union, Your use of the JOi Mobile Service may be subject to laws and regulations that apply in that other country. ACN is not liable for Your failure to comply with those laws or regulations.
27. Our [Acceptable Usage Policy](#) provides more detail about the rules for use of Your JOi Mobile Service in order to ensure that Your use is not excessive and to combat fraud.

### **Internet Security Measures**

28. ACN and ACN Business Partners do not exercise control over the websites, e-mails, audiovisual programs, or any data available or stored, exchanged or accessed by using the JOi Mobile Service. We recommend You install security software to protect yourself against common risks associated with the Internet. We also urge You to take all necessary measures to ensure safety precautions are in place to filter undesired and inappropriate content, including blocking Age Restricted Services. Please, visit the Customer Portal for more information.

### **ACN's Obligations**

29. ACN will supply the JOi Mobile Service to You within 30 days from the Order Date. You have the right to request a refund and/or to terminate this Agreement if ACN fails to deliver the JOi Mobile Service to You within 30 days due to Our error. You lose Your right to a refund and/or to a termination of this Agreement if You have requested a later delivery date or if You have not made a written request to ACN following the 30 days requesting delivery and ACN fails to deliver the JOi Mobile Service within a reasonable time following this request.
30. ACN will use reasonable skill and care to provide continuous, high-quality service to You and shall correct faults related to the JOi Mobile Service within a reasonable amount of time. The JOi Mobile Service is only available within Our coverage area. Within this, there may be areas where You do not have access to all services or where coverage is otherwise limited or unavailable. When You are in areas not covered by our network, the services rely on other operators' networks where We have no control. Please, refer to the coverage information on Our website for more details.
31. The nature of the mobile network may cause disruption or downtime points depending on the number of users at a given time. Due to high network traffic or other factors outside of ACN's control, there may be situations where the JOi Mobile Service is not continuously available or the service quality is affected. For instance: (1) when ACN or ACN Business Partners need to perform upgrading, maintenance or other work on the network or the JOi Mobile Services; (2) when You are in an area not covered by Our network or move outside Our coverage area; and (3) due to other factors outside of Our control, such as features or functionality of Your handset, regulatory

requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions. These actions may temporarily disrupt Your use of the JOi Mobile Service and We are not responsible for interruption or decreased quality of service as a result of these actions.

32. ACN and ACN Business Partners are not responsible for any use of or reliance on the JOi Mobile Service or its content or for any disruptions to or any failures or delays of the JOi Mobile Service. This includes, without limitation, any alert or virus detection services. ACN and ACN Business Partners do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for a purpose of the JOi Mobile Service or its content.
33. Events beyond Our control, such as network failures or congestion by other communication providers or due to the use of non-standardized equipment by You, power outages, severe weather, governmental or labor actions, and acts of God, may sometimes prevent Us from providing the JOi Mobile Service, including the ability to make calls to emergency services, or may affect the service quality. These are called “**Force Majeure Events**” as definite by applicable legislation. In these cases, ACN is not liable for any failure or defect and You will remain responsible for payment for the usage of Your JOi Mobile Service unless You terminate Your JOi Mobile Service in accordance with this Agreement. ACN may make changes to the communications network or the JOi Mobile Service without prior notice to You in order to ensure the proper functioning of the JOi Mobile Service or if required by a governmental body or other third party.

## **Number Porting**

34. The request for portability is made at the time of ordering the service via joimobile.es. Porting requests will be included as the integral part of the ordering process as described in the [Porting Process](#).
35. If You are choosing a Mobile Offer, you can move your existing phone number to JOi Mobile. You will not be able to move Your number to JOi Mobile if You are choosing a Tablet offer; in this case You will need to ask for a new number to be assigned to You.
36. Calling features and ancillary services provided by Your previous operator – such as call barring, billing control arrangements and monitoring of billing fluctuations - will not automatically apply to this Agreement. Please, visit the Customer Portal to find information on what features are offered for the JOi Mobile Service.

## **Charges and Payment**

37. You agree to pay all Charges for Your JOi Mobile Service whether You or someone else uses Your JOi Mobile Service or the SIM card. You are responsible for unauthorized and fraudulent use unless You give notice to ACN in accordance with Clause 17. You are responsible for all calls to special, premium and/or international numbers unless You give notice to ACN in accordance with Clause 17.
38. ACN will invoice You for the Charges in accordance with the current [Price Guide](#). All Charges include Value Added Tax (“**VAT**”). VAT shall be separately set out as part of the Charges on the invoice. We normally bill monthly in advance for recurring Charges, such as monthly subscription fees, and in arrears for usage-based Charges, such as calling. Usage-based Charges will usually appear on Your



next invoice but they may also appear on a later invoice to the extent permitted by law. We may issue corrected invoices for prior months. We may bill You more often than monthly if, for example, your usage exceeds the amounts provided for in Your plan by a significant amount.

39. You agree to receive electronic invoices for Your JOi Mobile Service. ACN will send an e-mail to the e-mail address that You provide to ACN advising You that Your invoice is available on the Customer Portal. You can request standard or itemized invoices. Standard invoices summarize Your telephone usage while itemized invoices also provide details of the telephone numbers that You call and may mask the last 4 digits. All invoices are available on the Customer Portal for 12 months from the date of issue and are accessible 24 hours a day, 7 days a week in an electronic format. The invoices will detail the amounts derived from the services provided by ACN, the promotions, discounts and other conditions offered by ACN, as well as the taxes that are legally applicable in each case. You can request to receive Our invoices in paper form. You can also request a copy of an invoice to Our Customer Service.
40. You must advise Us 14 days in advance if Your billing or e-mail address change. You can change Your information using the Customer Portal or by contacting Customer Service. You are responsible for invoices sent to Your prior billing or e-mail address if You do not inform Us of a change. ACN is not responsible if an invoice or e-mail is not delivered for reasons outside Our control.
41. You are responsible for ensuring that Your payment details (e.g. credit or debit card or direct debit details) are kept up to date. In the event Your payment details change, you shall update the information via the Customer Portal or You should contact Customer Service.
42. At the time of subscription, you must submit Your credit or debit card details for upfront payment and also submit Your direct debit details for recurring payments. You authorize ACN to charge Your credit or debit card at the time of subscription and for recurring payments until Your Direct Debit Mandate has been successfully set up. Once Your Direct Debit Mandate is processed successfully, you authorize ACN to automatically debit your bank account for recurring payments.
43. In the event a direct debit payment is later rejected, ACN will be entitled to charge the full outstanding amount to Your credit or debit card, whichever You provided at the time of subscription or whichever is currently on file with ACN.
44. If a direct debit payment has been rejected or cancelled previously due to incorrect or outdated details that You have submitted and if You fail to provide the correct details to ACN within 5 days of ACN's request to do so, You authorize ACN to charge Your credit or debit card for all future payments under these [Standard Mobile Terms and Conditions](#) until Your Direct Debit Mandate is successfully set up once again.
45. You will be subject to a Charge in accordance with the [Price Guide](#) if Your direct debit, credit card or debit card payment is rejected or cancelled. You may also be subject to suspension or termination for non-payment as set out in Clauses 72 and 73. Further, ACN will also recover from You any costs, fees and expenses We incur as a result of a failed payment.
46. You agree to pay all Charges by the due date indicated on the invoice. Unless stated otherwise, the due date is 5 days after You receive Your monthly invoice regardless of the chosen payment method.

If You pay after the due date, You will be subject to a Charge in accordance with the [Price Guide](#) to compensate ACN for Your breach of this Agreement. Alternatively, ACN may charge You interest on any overdue amount at the maximum rate permitted by law. ACN will also recover from You any costs, fees and expenses We incur to recover unpaid or past due Charges, including fees of debt collection agencies, filing and court costs, and attorneys' fees.

47. You further agree to reimburse ACN in respect of all losses, damages, liabilities, costs, and expenses that ACN may incur if You breach of Your obligations under this Agreement.
48. If You believe that any Charges are incorrect, you may dispute them in writing by contacting Customer Service. You must pay any Charges that are not disputed. We will not suspend or terminate Your JOi Mobile Service while We investigate a bona fide dispute.
49. If You are entitled to a refund of any Charges, the refund will first be used to pay any outstanding Charges and then will be credited to Your Account. If You are no longer a Customer, ACN will transfer any refund to Your designated bank account.

### **Collection and Use of Personal Data**

50. ACN MARKETING Y SERVICIOS DE TELECOMUNICACIONES ESPAÑA, S.L., with registered office at Calle Pinar, número 7 - 5º Izquierda, 28006 - Madrid, España, and Tax Identification Number B-83.966.366, and ACN Europe B.V., with registered office at Thomas R. Malthusstraat 1-3, 1066 JR Amsterdam, The Netherlands; with e-mail address for these purposes [euprivacyofficer@acneuro.com](mailto:euprivacyofficer@acneuro.com), are jointly responsible (Joint Controllers) for the processing of Your personal data In order to maintain Your contractual relationships, as well as to send promotional information about ACN activities similar to those that govern the relationship between both parties.
51. The processing of Your data is necessary for the performance of this Agreement. Your personal data will be kept while your relationship with ACN is maintained and, after the termination of this relationship for any reason, during the statutory limitation periods that are applicable.
52. You may exercise Your rights of access, rectification, deletion, limitation, portability and opposition by sending a communication via email to [euprivacyofficer@acneuro.com](mailto:euprivacyofficer@acneuro.com), or via postal mail to the following address:  
  
Data Protection Officer  
ACN Europe B.V.  
Thomas R. Malthusstraat 1-3  
1066 JR Amsterdam  
The Netherlands
53. If you do not see Your rights properly addressed, you can file a claim with the Spanish Agency for Data Protection.
54. Your data will only be transferred to the Public Administrations for the fulfillment of legal obligations or to ACN Group companies and suppliers that need access to them to provide their

services to ACN. Likewise, your data will be processed outside the European Union by suppliers with whom the confidentiality and data processing contracts required by the regulations have been signed.

55. You consent to the use of Your Personal Data for advertising, marketing, and offering of other products and services to You by ACN and third parties and You agree to receive advertising by post, e-mail or other media. This consent can be withdrawn at any time by contacting Customer Service.
56. Your Personal Data may be disclosed to the following service providers: (1) ACN Group companies; (2) their respective employees, external consultants, advisors, distributors and other third parties; (3) ACN Business Partners; and (4) other third parties as permitted by law. ACN has contracted the services of providers located in countries that do not have regulations equivalent to the European, ("Third Countries"). These suppliers have signed with ACN the confidentiality and data processing agreements required by the regulations for providers located in Third Countries, applying the appropriate guarantees and safeguards necessary to preserve their privacy. For more information in relation to the international data transfers you can contact our Data Protection Officer, through the indicated postal and electronic addresses.
57. ACN may disclose Your Personal Data and Your Account history to credit reference or fraud prevention agencies, which may keep a record of this information and may disclose this information to third parties, for the purposes of assessing credit risk, preventing fraud, tracing debtors and recovering debts, on the basis of the legitimate interest recognized in the General Data Protection Regulation. We may search the files of credit reference agencies before accepting Your order and during the term of this Agreement and they may keep a record of that search. We can also carry out identity and antifraud checks with fraud prevention agencies, including fraud prevention agencies from other countries. If You would like the details of the credit reference or fraud prevention agencies which receive information about You from ACN, please, contact Customer Service. If You give Us false or inaccurate information and We identify or suspect fraud, we will record this in accordance with our internal policies and/or industry standards. Details of how You conduct Your Account may also be disclosed to law enforcement agencies and other communications companies as permitted by law.
58. You agree that Your telephone number may be displayed to people that You call. You must advise ACN if You do not want Your telephone number displayed. ACN will use reasonable efforts to comply with Your request. ACN may always disclose Your name, address and telephone number to emergency services agencies or as required by law.
59. You agree that ACN may monitor, record and archive telephone calls and written communications (including e-mail) between You and ACN for training, service quality, marketing and legal and regulatory purposes.
60. For additional information You can visit Our [Privacy Policy](#).

## **Strive for 5 Customer Referral Program**

### **General**

61. If You are an active JOi Mobile Service Customer, you can refer Your family, friends, colleagues and other people that You know to the JOi Mobile Service. You can benefit from a free monthly subscription Charge which will be credited to Your Account for as long as they remain Customers and all of the conditions under Clauses 61 to 64 are fulfilled.

### **Eligibility conditions**

62. You are eligible for a free monthly Charge under Strive for 5 if You: (1) have an active JOi Mobile Service subscription; (2) are in good standing with ACN; (3) are current on all Your payments towards ACN (i.e. You have no outstanding payments on Your Account); and (4) You have referred, at least, 5 new JOi Mobile Service subscriptions which do not need to be on separate Accounts as long as each of them fulfills the Qualification conditions under Clause 64.
63. The new JOi Mobile Service subscriptions can be on any JOi price plan as long as they use the JOi Mobile Service in accordance with Clause 4. Additional subscriptions purchased by You are also eligible under Strive for 5.

### **Qualification conditions**

64. A JOi Mobile Service Subscription You have referred will qualify under Strive for 5 if:
- (a) it has been activated – subscriptions that have been withdrawn in accordance with Clause 87 will not qualify;
  - (b) there are no outstanding payments due for that subscription;
  - (c) the JOi Mobile Service Customer using that subscription and You both reside in Spain;
  - (d) the subscription is included into Your referred subscriptions by providing Your phone number during the order process or by informing Customer Service no later than 30 days after the order has been placed; and
  - (e) the subscription is not already receiving a Strive for 5 credit of its own.

### **Strive for 5 credit**

65. If You have 5 JOi Mobile Service subscriptions fulfilling the conditions of Clause 64, then You are entitled to one free monthly subscription Charge which will be credited to Your Account and will appear in Your monthly invoice.
66. Eligibility and Qualification conditions for Your referred subscriptions will be reviewed on a monthly basis and as long as Your referred subscriptions continue to fulfill the conditions under Clauses 61 to 64, You can continue benefitting from a free monthly subscription.
67. You will be informed by an SMS once You have 5 subscriptions meeting the Qualification conditions.

68. Credits may take up to 2 months to be applied. You must be in good standing and be an active Customer current on all billing at the time the credit is applied. Tax and surcharges on the credit amount still apply, where applicable.

### **Miscellaneous**

69. If a qualifying Customer subscription is determined to be invalid, ACN reserves the right to reverse the credit to Your JOi Mobile Service Account, as permitted by law and ACN's billing procedures.
70. ACN reserves the right to modify the Strive for 5 program at its discretion for compliance, administrative or other similar reasons at any time, with or without prior notice. ACN also has the right to end this program anytime at its discretion by giving You 30 days advance notice, when possible.
71. Should ACN discontinue this program, qualifying credits will still be applied for a period of up to 6 months following the Strive for 5 end date assuming the following:
- (a) You remain in good standing;
  - (b) You are current on all Your payments towards ACN;
  - (c) You maintain the qualified Customer subscriptions that resulted in qualification at the time of the Strive for 5 end date; and
  - (d) the qualified Customer subscriptions continue to fulfill the Qualification conditions under Clause 64 through the end of that 6-month period.

### **Suspension and Termination for Non-Payment**

72. If You do not pay Your invoice by the due date, ACN will contact You by post, e-mail, SMS or telephone to remind You of Your obligation to pay. If You fail to pay the invoice by the deadline stated in the reminder, ACN may suspend Your JOi Mobile Service following advance notification to You of late payment.
73. During the period of 30 days from the date of suspension of the service, you will be able to make call to the emergency services, receive calls (except when you are outside the national territory or in the case of collect calls), SMS and MMS ("**soft block**"). Once the aforementioned period of 30 days has elapsed without the cause of the suspension having ceased, the reception of calls, SMS and MMS will also be blocked ("**hard block**"). Once 90 days have passed since the date of suspension without the cause having ceased, ACN will block the SIM card permanently, and therefore, ACN will terminate definitely this Agreement. ACN will send to You a reminder in each of these phases.
74. ACN shall have no liability for any losses or damages resulting from any suspension or termination pursuant to Clauses 17, 21, 24, 72 and 73.

### **Suspension of Service**

75. ACN may suspend Your JOi Mobile Service for non-payment in accordance with Clause 72.
76. ACN may suspend Your JOi Mobile Services or terminate this Agreement immediately and without prior notice to You if: (1) You are in material or repeated breach of this Agreement, where repeated

breach means 3 or more breaches in any six-month period; (2) You start bankruptcy, reorganization or insolvency proceedings or such proceedings are brought against You; (3 ) You engage in actions that compromise the stability, security or operability of the JOi Mobile Service, violate the [Acceptable Usage Policy](#) or indicate potential misuse, fraud or uncharacteristic or excessive use; (4) ACN has reasonable grounds to suspect fraud by a third party; (5) required by an order, instruction or request from a governmental agency; (6) it becomes necessary for security, network or service maintenance or operational reasons; or (7) ACN becomes unable to supply the JOi Mobile Service for reasons beyond its control. In the event of suspension or termination triggered by (5), (6) or (7), You will be refunded any prepayments and will not be obliged to make any further payments to ACN.

77. ACN may be required to suspend all or part of the JOi Mobile Service to conduct scheduled network maintenance and service improvement. ACN will make reasonable efforts to notify You in advance and keep the disruption to a minimum.
78. If there is a temporary suspension in the service, you will be entitled to compensation that will be equal to the greater of the following two: (a) The average of the amount billed for the Services interrupted during the 3 months prior to the suspension, prorated by the actual time that affects the Customer the temporary suspension of the service. In case of a length of service of less than 3 months, the amount of the average invoice will be considered in the completed monthly payments or that which would have been obtained in an estimated monthly amount proportional to the period of effective consumption made; (b) Five times the monthly subscription fee or equivalent in force at the time of the suspension, prorated for the duration of the interruption. ACN will automatically pay this amount, discounting it from the next invoice, when the amount of the compensation is greater than 1 Euro. If the issuance of an invoice does not proceed because of the termination of this Agreement, the compensation will be paid by the means agreed upon with the Customer in each case. If the temporary suspension is due to causes of force majeure, ACN will automatically compensate the Customer with the return of the amount of the subscription fee and other amounts independent of the traffic, prorated for the time that the suspension would have lasted. Roaming services that are provided abroad by operators other than ACN are excluded from these compensations.
79. In the cases listed in the preceding Clause, you must notify ACN, through the Customer Service, within 10 days counted as of restoration of the service, indicating Your geographical location at the time of the temporary suspension. This information should not be contradictory with the information in the systems of ACN.
80. For these purposes, the service suspension time is defined as the sum of the elapsed time from the moment in which the unavailability of the service has occurred, until the moment when it has been restored to normal operation.
81. The previous Clauses of this section shall not apply when the temporary suspension is due to any serious breach of the contractual conditions by the Customer, especially in case of fraud or delay in payment that will result in the application of the suspension of the service pursuant to Clause 77.
82. If Your JOi Mobile Service is suspended, you will be unable to make outbound calls (with the exception of calls to emergency services which will be allowed unless they have been suspended at

the request of emergency service) and You will be unable to receive inbound calls. You will also not be able to use data services or send or receive SMS.

83. You may not receive notice prior to Your JOi Mobile Service being suspended but You will receive subsequent notice. If Your JOi Mobile Service is suspended, you must contact Customer Service to determine what actions You need to take to reinstate Your service. You may have to pay a Charge in accordance with the [Price Guide](#) to reinstate Your JOi Mobile Service.
84. If Your JOi Mobile Service is suspended as a result of Your actions or omissions, you agree: (1) to pay all Charges during the period of suspension in accordance with Clause 38; (2) to reimburse ACN for all fees, costs, and expenses incurred by ACN as a result of the suspension and any subsequent reconnection; and (3) that ACN is not responsible for any losses You may suffer.
85. Suspension of Your JOi Mobile Service by ACN shall not prevent ACN from terminating this Agreement pursuant to Clause 73.

## **Ending this Agreement**

### **Withdrawal Right**

86. You may withdraw from this Agreement within 14 days from the Effective Date as described in Clause 8 (“**Withdrawal Period**”) without giving a reason.
87. To exercise Your right of withdrawal, you must either send a completed Model Withdrawal Form, which is available on the Customer Portal, or other written communication to ACN. You may also withdraw by calling Customer Service. If You inform ACN of Your desire to withdraw from this Agreement over the phone, you will be directed to confirm Your cancellation in writing.
88. If You exercise Your right of withdrawal, we will reimburse any payment received from You within 14 days from the date on which You informed Us of Your decision to withdraw from this Agreement. Unless agreed otherwise, we will reimburse You using the same means of payment that You used to pay Us.
89. If You requested Us to begin providing Your JOi Mobile Service during the Withdrawal Period and We have begun providing the requested JOi Mobile Service, you may still exercise Your right of withdrawal. You will, however, be required to pay Us an amount in proportion to the services provided to You until You give notice of withdrawal.

### **Termination of this Agreement**

90. After the expiration of the Withdrawal Period, you may terminate this Agreement at any time by providing 30 days’ notice in writing. If You inform ACN of Your desire to terminate this Agreement over the phone, you will be directed to confirm Your cancellation in writing. If You terminate during the Initial Term, you will be required to pay compensation to ACN in accordance with Clause 95.

91. ACN may terminate this Agreement under Clause 73 if You fail to pay an invoice or if You otherwise breach this Agreement. ACN may also terminate this Agreement at any other time for reasonable grounds by giving You 30 days' written notice.
92. ACN may further terminate this Agreement on 30 days' written notice if We no longer have access to the other operator's network which We need to provide the JOi Mobile Service to You or if We are no longer able to provide the JOi Mobile Service due to factors beyond Our control or because We cease business.

## **Consequences of Termination**

93. Termination of this Agreement will result in disconnection of Your JOi Mobile Service. You will be unable to use the JOi Mobile Service and You will be unable to make any outgoing calls, including calls to emergency services. You may also lose Your telephone number and be unable to reclaim it.
94. Upon termination, ACN will send You a final invoice. You agree to pay all Charges up to the date of termination.
95. If Your JOi Mobile Service is subject to an Initial Term and You terminate during the Initial Term, You agree to pay ACN a Cancellation Fee for early termination in accordance with the [Cancellation Fee Matrix](#) available on the Customer Portal. The Cancellation Fee will be calculated as the amount of Your monthly recurring Charges at the time when You signed up for Your JOi Mobile Service multiplied by the number of months remaining from Your Initial Term. See the [Price Guide](#) and [Cancellation Fee Matrix](#) for details of these Charges.
96. If You are owed a refund, ACN will deduct any amount that You owe under this Agreement from the refund amount You are entitled to. ACN shall refund You any amount outstanding within 30 days after the final invoice offsetting.

## **Changes to This Agreement**

### **Changes by ACN**

97. ACN may change these Standard Mobile Terms and Conditions and the Price Guide, by giving You notice of the change. If possible, ACN will give You advance notice of any change. ACN may make changes without advance notice to meet legal or regulatory requirements. If any change (except changes required by law) is likely to cause You a material detriment or if We decide to discontinue the JOi Mobile Service or features of the JOi Mobile Service, ACN will provide You at least 30 days' advance notice prior to implementation of the change and You have the right to terminate this Agreement without paying penalties or cancellation charges until such time that the change is implemented.
98. If You continue to use the JOi Mobile Service after a change to these [Standard Mobile Terms and Conditions](#) is effective, You are deemed to have accepted the change. ACN shall not be liable to You for any claims You may make as a consequence of such changes.



99. If any changes We make relate solely to Additional Services or Boosts, you may stop using the Additional Service or cancel the Boosts but You will not be able to terminate Your Agreement.
100. ACN may change Your calling plan based on Your usage of the JOi Mobile Services or for other reasons within ACN's reasonable discretion. ACN will provide You notice of any such change with details of Your new calling plan. In such event, you have the right to terminate this Agreement pursuant to Clause 97 if the change causes You a material detriment.

## Changes by You

101. You may change Your JOi Mobile Service by using the Customer Portal or contacting Customer Service. We will inform You of the financial consequences of any change. In some cases, you may be required to enter into a new Agreement with a new Initial Term and may be subject to a Charge if You add a JOi Mobile Service or change Your calling plan. See the [Price Guide](#) for more details. You may be required to pay compensation if You remove a JOi Mobile Service during its Initial Term.

## Limitation of Liability

102. ACN and ACN Business Partners are not responsible for any loss that You may suffer arising from negligence, breach of contract, misrepresentation, loss or unavailability of the JOi Mobile Service, or other reason, for any loss of profits, sales, turnover, contracts or customers, reputational damage, loss or damage to software, data, information or computer or other equipment, lost management or staff time, any indirect or consequential loss or any other loss that could not have been reasonably foreseeable by ACN. The JOi Mobile Service is intended for personal use and We are not responsible for any losses if You use the JOi Mobile Services for business purposes. ACN is not liable to You for any statements, acts or omissions of ACN's IBOs that violate applicable laws and regulations or their legal or contractual obligations to ACN.
103. ACN and ACN Business Partners will have no liability if You: (1) use the JOi Mobile Service or the SIM card in breach of this Agreement or the [Acceptable Usage Policy](#); (2) alter the JOi Mobile Service or the SIM card; or (3) use the JOi Mobile Service or the SIM card under any abnormal or incorrect operating conditions.
104. Nothing in this Agreement limits Our liability: (1) if You are injured or die as a result of ACN's negligence; (2) for fraud committed by ACN; or (3) to the extent that Our liability may not otherwise be limited or excluded by law. The terms of this Agreement will not affect any of Your statutory rights which cannot be excluded by this Agreement. For more information on Your statutory rights, contact Your local Trading Standards Department or Citizen's Advice Bureau.

## Other Things We Need to Tell You

105. If You dispute a Charge or any other aspect of Your JOi Mobile Service, you must contact Customer Service. ACN will try to resolve any dispute that You may have. If We cannot resolve the dispute, you may contact the consumer authorities, the Spanish Telecommunications User Support Office, which falls under the Ministry of Energy, Tourism and Digital Agenda, or any other competent authority.

106. If You purchased Your product or service online, you may also be able to use the Online Dispute Resolution (“ODR”) platform to resolve Your dispute. The ODR platform is managed by the European Commission and is available in all EU languages. Information about filing a complaint through the ODR platform is available at [ec.europa.eu/odr](https://ec.europa.eu/odr). If You choose to use the ODR platform, reference ACN.
107. This Agreement and all rights and obligations arising out of it are governed by Spanish law. The competent jurisdiction will be determined in each case by the regulations regarding the protection of consumers and users in case the Client has the status of consumer. Otherwise, You submit to the exclusive jurisdiction of the courts of the city of Madrid (Spain) for the resolution of any dispute (contractual or non-contractual) arising out of this Agreement.
108. The failure of ACN, ACN Business Partners or You to exercise or enforce any right, power or remedy under this Agreement shall not operate as a waiver.
109. Any notice to be given under this Agreement may be served by e-mail, post or any other legally permissible means.
110. This Agreement is personal to You and may not be transferred by You. ACN may take instructions regarding Your Account from any person that We believe is acting with Your permission or has been formally authorized to act on Your behalf. We may transfer Our rights and/or obligations under this Agreement to a party who agrees to continue complying with Our obligations under this Agreement, provided that Your rights under the Agreement or any guarantees given by Us are not affected. No other person (other than Our assignee, if any) may benefit from this Agreement.
111. It is intended that our network provider will have the right to enforce any rights conferred on it under this Agreement and to that extent Our network provider will have the same rights against You as would be available if they were a party to this agreement.
112. ACN is committed to adopt the necessary technical means in order to allow the confidentiality of the communications, without prejudice to legal interceptions that, where appropriate, may be agreed upon. ACN will be exonerated from any liability that may arise from obtaining recordings of telephone conversations, and in general, of any actions or omissions, not attributable to ACN, that violate the confidentiality and secrecy of telephone communications.
113. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case We may have to change Your phone number for the JOi Mobile Service.
114. If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected. We may replace any provision that is not legally effective with a similar term that is.