

OIGAA SERVICE TERMS OF USE
Electronic communications under IP protocol
December 2008

Please carefully read these SERVICE Conditions, as well as the Privacy Policy and the OIGAA Software License Contract, before registering for the SERVICE.

PRELIMINARY

VOZTELECOM SISTEMAS, S.L. (hereinafter, "**VOZTELECOM**"), with registered offices at Ronda Can Fatjó, número 9, Edificio C, 1ª Planta, Cerdanyola (08290), Barcelona, inscribed in the Companies Register of Barcelona to Volume 35301, Sheet 0205, Page B262926, with Corporate Taxpayer Identification Number B-63102149 and with telephone number 933968800, makes an IP protocol e-mail communications SERVICE known as OIGAA (hereinafter, the "**SERVICE**" or "**OIGAA**") available to the USER, in the terms which are established in these SERVICE Conditions (hereinafter, the "**Conditions**"), the Privacy Policy and the Software License Contract, which the USER states knowing and accepting.

Clicking the "I agree" button at the end of the electronic registration process will imply the express acceptance of these Conditions on the part of the receiver of the SERVICE, whose data appears in the electronic Registration Form filled out during the process (hereinafter, the "**USER**"). Through the acceptance of these Conditions, the USER states that he or she possesses the legal capacity necessary to bind him or herself to these and to comply with them. If the USER accepts these Conditions on behalf of a company or organization, he or she thereby states that he or she possesses the authority necessary to bind this company or organization to these and to make it subject to that stated herein. If the USER does not possess the legal capacity or authority necessary, he or she must not accept these Conditions or use the SERVICE.

OIGAA is not a Conventional Telephone service or a substitute for this, and therefore, the SERVICE **does not guarantee** the availability of services such as fax, data phone, internet dial-up access, SMS or **access to emergency services** through the numbers assigned for this purpose in each country. In this respect, the SERVICE is considered an **Electronic Communication Service** pursuant to the European regulations framework created by Directive 2002/21/EC, of the European Parliament and of the Council, of 7 March, 2002, concerning a general regulating framework for electronic communications networks and services; and, among others, Directive 2002/20/EC, of the European Parliament and the Council, of 7 March, 2002, concerning the authorization of electronic communications networks and services; and Directive 2002/22/EC, of the European Parliament and of the Council, of 7 March, 2002, concerning universal service and the rights of USERS in relation to electronic communications networks and services.

OIGAA is an IP protocol electronic communications service which is provided through data networks (public or private internet networks) and, on occasion, in inter-operability with the Telephone Switchboard Network. The SERVICE likewise requires that the USER possess broadband access, which may be provided by VOZTELECOM or not. Therefore, the USER must assume that the quality of the SERVICE depends on the broadband service support and on the availability of the IP networks not controlled by VOZTELECOM, and interruptions or defects in the service, such as the loss of packets or delay in communications may occur if this broadband does not offer adequate capacity and speed.

1. OBJECT AND DESCRIPTION OF THE SERVICE

The object of these **TERMS OF USE** contract is to regulate the provision of an IP protocol Electronic Communications Service by VOZTELECOM to the USER through the use both of IP protocol voice conversion equipment known as "IP Telephones" as well as a computer program provided by VOZTELECOM, whose use is subject to that established in the Software License Contract and in the Privacy Policy which the USER must read and accept in order to be able to make use of the SERVICE.

The SERVICE allows voice communication between the USER of the SERVICE both through "IP Telephones" as well as through the program provided by VOZTELECOM, and when contracted, according to the mode, between these and subscribers connected to the International Telephone Switchboard Network. Together with this, the SERVICE includes call control functions which are similar to those of a switchboard telephone, as well as transactions in the application for the provision of additional users, provision of communication lines with the switchboard network which will be shared by the different USERS and applications for instant messaging, video-call, multi-conferencing, management of availability, shared directory and file transfer, among others. The entire set of functions in the SERVICE is available at www.oigaa.com and may be broadened or reduced by VOZTELECOM depending on the needs of its users and its product development plans.

Through the web page of the SERVICE, VOZTELECOM also provides the list of "IP Telephone" manufacturers and models which may be used with the SERVICE, with VOZTELECOM not guaranteeing the correct compatibility and functioning of the SERVICE when using equipment different from that indicated therein.

The SERVICE is offered both in a no-cost mode (FREE) for unlimited use by the USER under the conditions established, as well as in payment modes, which are described at the www.oigaa.com web page. The USER must read and accept the Special SERVICE Conditions applicable to each one of the SERVICE modes, which will form an integral part of these Conditions.

2. PRELIMINARY REQUIREMENTS TO BE FULFILLED BY THE USER FOR THE PROVISION OF THE SERVICE

The USER must, at a minimum, possess the prerequisites given below. Those given below are to be considered indispensable requirements whose non-

concurrency will hinder compliance with these Conditions:

- Possession of a broadband internet access, of ADSL, Cable, Wi-Fi, Satellite or another similar type with a minimum recommended speed of 1Mbps download and 300 kbps upload, with a round-trip to main internet destinations of less than 200 ms and with a ratio inferior to 1% data packet loss.
- Public internet access without the protocol filter, port blocking or firewall being active, as these impede the correct delivery of SIP sessions and UDP packets.
- As the case may be, SIP protocol IP Telephone, which is found in the list of terminals standardized by VOZTELECOM at www.oigaa.com.

3. OBLIGATIONS OF THE USER

Prohibition of resale or cession. The SERVICE is provided to the USER in his or her quality as the END USER and for his or her exclusive use, by which under no circumstances whatsoever may he or she resell or distribute the contracted SERVICE or in any way authorize its total or partial use to Third Parties or introduce or incorporate the SERVICE into a corporate or professional activity which is distinct from his or her own.

Payment of the price. In the event that the USER contracts a payment mode of the SERVICE, the USER will be obliged to pay the corresponding rate, pursuant to that established in the Special Conditions corresponding to the mode contracted as well as Point 5 of these Conditions.

Address. The USER must possess a reliable address within the geographic range from which the SERVICE's access is provided, and must accredit this with VOZTELECOM as a requirement necessary for subscription to the SERVICE.

Use. The USER is responsible for all activity which may occur in his or her SERVICE account and must be mindful of all applicable laws, agreements and regulations, be they local, regional, national or international, related to the use of the SERVICE, including legislation concerning the protection of data, international communications and personal and technical data transmission.

4. RESPONSIBILITY OF VOZTELECOM

Quality. The USER knows and accepts the inherent technical limitations of IP communications vis-à-vis conventional telephones. OIGAA is not a conventional telephone service, nor does it substitute for this. VOZTELECOM is not obliged to guarantee a minimum level of quality with respect to the SERVICE which is provided. VOZTELECOM cannot guarantee that the USER may communicate at all times with other USERS, nor that he or she will be able to do so without interruptions, delays or other similar failures through use of the SERVICE. In particular, the SERVICE is not designed nor may it be used for access to the telephone numbers allocated for emergency services. In order to have access to this SERVICE and to those of conventional telephony, the USER must acquire a conventional telephone service independently from the OIGAA SERVICE. Notwithstanding that given above, VOZTELECOM will make its best efforts in order to minimize the effects of errors and/or interruptions of the network and/or the SERVICE.

VOZTELECOM may suspend the SERVICE without prior notice or consent from the USER in the event of operations for maintenance, improvements, etc. Under

no circumstances will VOZTELECOM be responsible for any interruption of the SERVICE. Nevertheless, it will adopt the measures necessary for the purpose of minimizing the effects of the interruption.

Limitation of Liability. The USER understands and accepts that VOZTELECOM is not responsible for the losses or damages, including lots profits, which the USER could have incurred due to failures or breakdowns in the telecommunications structures or in the broadband internet access of the USER, all of which will be liabilities unrelated to VOZTELECOM.

The USER understands and accepts that VOZTELECOM has no control over access to the Internet Protocol (IP) by individuals who may attempt to violate the security of the network or networks of VOZTELECOM or of the USER, and as a consequence, he or she will keep VOZTELECOM exempt from any responsibility for acts of this nature. The carriers or national regulating agencies may impose certain limitations or restrictions on the SERVICES or on the international infrastructures which may have a bearing on the capacity of use of the SERVICE by the USER, who accepts this in the understanding that these are out of the control of VOZTELECOM.

Save for in the event of fraud or bad faith, neither VOZTELECOM nor any of its executives, Board Members, employees or agents will be in any manner responsible vis-à-vis the USER for any losses or damages, be they indirect, special, punitive, incidental or derived, including, and without limitation to, loss of profits and/or data or the cost of substitution for assets or services related to this SERVICE.

In all cases, the maximum liability of VOZTELECOM, by virtue of this Contract, will not exceed the total amount of the payments effectively disbursed by the USER since the initiation of the relationship between the Parties. In the event that the USER resides in a jurisdiction which does not allow any of the exclusions or limitations established above, the liability will be limited up to where this is legally possible according to applicable legislation in each jurisdiction.

5. FINANCIAL CONDITIONS

Positive Balance. In order to contract and use the payment modalities of the OIGAA SERVICE, the USER must deposit sufficient credit (positive balance) in his or her USER account by means of credit card, debit card, PayPal or other means which VOZTELECOM may allow the USER through www.oigaa.com.

The positive balance corresponding to the credit to the USER account expires once three months have expired counted from the date upon which the activity in the USER account was registered for the last time, be this due to use of the application provided with the SERVICE or due to having made a call from an IP Telephone which used the available credit. Notwithstanding that given above, five days before the date upon which the balance is to be considered expired, the USER will be notified of the situation by e-mail. The USER may under no circumstances request reimbursement of his or her positive balance which may not have been used, except in the event that the USER unsubscribes him or herself from the SERVICE, canceling his or her account, or if this Contract is terminated for the causes established in Point 6 of these Conditions.

Payment. The USER must pay the rate applicable to the mode subscribed, according to how this is

established in the Special Conditions applicable to the mentioned mode. In the same way, the current rates for the OIGAA SERVICE are available on the www.oigaa.com web page in the corresponding section.

Change of rates. VOZTELECOM may modify its rates at any time, notifying the USER of this with thirty (30) days' prior notice through its web page www.oigaa.com. In the event that the USER does not agree with the new rates, he or she will have the right to terminate this Contract without penalty and VOZTELECOM will reimburse him or her for the positive balance of his or her account, if this exists.

Taxes. Applied to the mentioned rates will be 16% corresponding to the VAT, pursuant to current Spanish regulations. In this sense and as a general rule, this tax will be applicable in the event that the USER is the end consumer and has his or her residence address in a State which is a member of the European Community.

6. DURATION AND TERMINATION OF THE CONTRACT

Duration. These Conditions will enter into effectiveness when they are accepted by the USER and will keep their vigor for as long as they are not annulled at the request of one of the Parties.

Annulment.

The USER will be able to annul the Contract for the following reasons: (i) non-compliance by VOZTELECOM with an essential obligation by virtue of this Contract, if this breach is not corrected within the period of THIRTY days from receipt of the written notice for this; (ii) if VOZTELECOM is the object of a firm legal declaration of bankruptcy; (iii) liquidation of VOZTELECOM or ceasing of its corporate activities; (iv) if any certificate necessary for enabling VOZTELECOM to be able to comply with the terms and conditions established in this Contract should become extinguished or be revoked; (v) in the event of a Modification in the applicable regulatory framework; (vi) if VOZTELECOM modifies these Conditions or rates applicable pursuant to that established in Section 5; and (vii) by its own volition, communicating this with an advance notice of FIFTEEN calendar days to the date on which this becomes effective, or in the same way in which this Contract is agreed upon.

In the event that the USER has registered for the SERVICE through the web page, he or she may freely relinquish the Contract within the period of seven working days from the day of the signing and acceptance of the Contract.

VOZTELECOM may annul this Contract or suspend the SERVICE if: (i) a breach of an essential obligation by virtue of this Contract occurs on the part of the USER; (ii) the USER carries out a cession of assets to benefit creditors, appoints an administrator for the management of its business in protection of its creditors or is subject to bankruptcy proceedings; (iii) VOZTELECOM considers it necessary in order to impede a conduct of the USER which: a) means a fraud or illegal act with regards to the content of this Contract and/or b) causes damage on the VOZTELECOM network or disrupts its functioning and/or the provision of the VOZTELECOM SERVICES to the USER or to Third Parties; or (iv) a Modification of the applicable regulatory framework arises.

VOZTELECOM may deny reconnection of the SERVICE to the USER who decides to contract the SERVICE again and who has been involved in any of the conduct referred to in the section above.

7. USER SUPPORT SERVICE

VOZTELECOM is obliged to see to USERS' complaints and claims, as well as to any contractual incident which may arise. These must be addressed to VOZTELECOM within the period of one month from the date upon which the event which gave rise to the complaint became known, making contact through the USER Support Service available on the www.oigaa.com web page. Once the claim is filed, if the USER has not received a satisfactory response from VOZTELECOM within the period of one month, he or she may send the claim to the Consumer Protection Arbitration Boards or to the State Secretary of Telecommunications and the Information Society. The SERVICE will not be suspended or interrupted while the claim is being substantiated, provided that the USER reliably pays the amount owed, delivering the corresponding deposit slip to VOZTELECOM. The USER has the right to obtain an accrediting document for the content of his or her claim, as well as a reference number for this.

8. INTELLECTUAL PROPERTY RIGHTS

VOZTELECOM is the owner of all the copyrights, trademarks, intellectual property rights, know-how or any other rights related to the SERVICE or with the Software necessary for the provision of the SERVICE which is the object of this Contract. The USER does not acquire any right or license whatsoever, regardless of its nature, under these Conditions, save for that of the provision of the SERVICE itself.

Audio files. The SERVICE offers the possibility for the USER to house audio files on the VOZTELECOM server. The User is obliged to make proper use of the system and to respect current applicable Law, in particular, Sections 17, 18, 20 and 21 of the Revised Text of the Spanish Intellectual Property Law; Section 9 of the Berne Agreement, IV bis of the Universal Copyright Convention; Section 2.viii of the Agreement of 14 July, 1967, which establishes the World Intellectual Property Organization; Sections 2, 3 and 5 of European Directive 2001-29-EC; and Sections 8, 6 and 10.2 of the 1966 WIPO Treaty, which means respect for the exclusive rights of use for a work by its creator and in particular, those of reproduction, transformation and public communication of this work. In this sense, the audio files which the USER may decide to house in our servers and use in the SERVICE, as the case may be, will have to necessarily be those considered *royalty free* or be suitable for the SERVICE contracted. In any event, the USER must be the legitimate and current owner or cessionary of all the intellectual property rights referred to which, according to current regulation, may be applicable to provision of the SERVICE.

9. SECRECY IN COMMUNICATIONS AND DATA PROTECTION

VOZTELECOM is obliged to adopt the measures and to install the technical elements which are within its reach, depending on the technological development which guarantees the secrecy of the content of the communications through the VOZTELECOM network, but under no circumstances through the internet network.

Pursuant to Organic Law 15/1999 of 13 December concerning Protection of Personal Data, VOZTELECOM hereby informs the USER that his or her data will be entered into a computer file whose ownership and responsibility is the possession of VOZTELECOM SISTEMAS S.L. and which has been correctly notified to the Spanish Data Protection Agency for the sole purpose of maintaining the contractual relationship relating to the SERVICE. VOZTELECOM may likewise remit information to the USER regarding products and services which could be of interest to him or her.

This data will not be ceded by VOZTELECOM to other companies without the prior consent of the USER. VOZTELECOM guarantees that it will keep the confidentiality of the data provided and that these will not be used for purposes distinct from those already expressed herein. For any other use of the USER's data, VOZTELECOM will request his or her prior consent.

In order to exercise his or her rights of opposition, access, correction and cancellation of the personal data given, the USER must send a notice signed by the owner of the data to the registered offices of VOZTELECOM, whose address is indicated in these Conditions *ut supra*.

10. ADDITIONAL CONDITIONS FOR MODES WITH NUMBER RESERVATION

Certain modes of the SERVICE involve the reservation by VOZTELECOM of certain numbers (DID International) for the USER if he or she requests this. These modes of the SERVICE allow the receipt of telephone calls at terminals and/or equipment connected to data networks coming from subscribers connected to the International Telephone Switchboard Network. The equipment connected to the data networks possesses an SIP address for the receipt of communications, with the format `sip:xxxxxxxx@voztele.com`, `xxxxxxxx` being a private identification assigned by VOZTELECOM to the USER during the effective life of these Conditions. The USER knows and accepts that the receipt of calls originating in the telephone networks addressed to these SIP addresses will be channeled by VOZTELECOM for the USER through different agreements and interconnections with international operators by means of a standard "automatic call transfer" process.

VOZTELECOM will provide the SERVICE described, assign an SIP address and reserve an international number linked to this for the USER. Nevertheless, VOZTELECOM will not be obliged to reserve a specific number for the USER even though this may be requested. The USER understands and accepts that all the numbers reserved by VOZTELECOM for the USER will always remain under the ownership of VOZTELECOM, and that the assignment of a number for the USER does not constitute any kind of transfer of property rights whatsoever nor a transfer of any other right with respect to the numbers. VOZTELECOM will likewise be authorized to change, cancel or reject the number reserved for the USER at any time and without any responsibility whatsoever in the event that it is necessary due to legal or regulatory imperative or in the event that the USER does not comply with any of the terms of these Conditions. VOZTELECOM will notify the USER of this situation as soon as this is possible. VOZTELECOM does not guarantee that the number (DID) reserved for the USER will return to availability in the event of suspension and/or termination of the SERVICE.

The USER must comply with the instructions of VOZTELECOM and with the conditions for assignment, as well as with the use restrictions arising out of the regulatory framework which is applicable to the number assigned, and must accredit with VOZTELECOM that the localization address communicated corresponds with the number which may have been assigned.

This Clause is understood without effect to the Special Conditions which are established herein below.

11. SPECIFIC CONDITIONS APPLICABLE TO THE "FREE OIGAA" MODE

Description. The *Free Oigaa* mode permits voice communications between USERS of the SERVICE through IP Telephone and through the program provided by VOZTELECOM, and permits communications to be established between these and the users of the Telephone Switchboard Network. The *Free Oigaa* mode offers a set of advanced communications functions as well as management of these, described in www.oigaa.com. The USER may establish an unlimited number of extensions in the SERVICE as well as simultaneous communications channels between extensions.

Conditions. The *Free Oigaa* mode is offered by VOZTELECOM free of charge, without this meaning more obligations for the USER other than the acceptance of these Conditions. VOZTELECOM reserves the right to show its own advertising or content or those of Third Parties through the *Free Oigaa* Service, without this negatively affecting the use which the USER makes of *Free Oigaa*. For purposes of example, and not limited to these, VOZTELECOM may add advertisements including texts, banners and photographs to the application provided, or it may insert promotional audio files upon initiation or finalizing of the communications made.

12. SPECIFIC CONDITIONS APPLICABLE TO THE "START OIGAA" MODE

Description. The *Start Oigaa* mode permits voice communications between USERS of the SERVICE through IP Telephone and through the program provided by VOZTELECOM, and permits communications to be established between these and users connected to the Telephone Switchboard Network. *Start Oigaa* offers a set of advanced communications functions as well as management of these, described in www.oigaa.com. This mode allows the USER to create an unlimited number of extensions for the use of the SERVICE and admits an equivalent number of simultaneous incoming and outgoing communications through these extensions.

Conditions. In order to contract the *Start Oigaa* mode, the USER must, according to that stipulated in Point 5. **FINANCIAL CONDITIONS**, have a sufficient positive balance in order to cover the monthly rate applicable to the *Start Oigaa* mode which is available on the www.oigaa.com web page. In order to continue using the *Start Oigaa* mode and the basic functions described herein below, the USER must possess the mentioned positive balance every month on the same day as the contract for the mentioned mode. In the event that the USER does not possess the positive balance, VOZTELECOM may suspend and/or terminate the SERVICE without any kind of liability.

Functionalities. Contracting the *Start Oigaa* mode carries with it the following basic functionalities:

- Assignment of a DID number.** VOZTELECOM will assign the USER a number (DID) for one of the countries indicated by the USER which are available on the webpage www.oigaa.com. However, VOZTELECOM will not be obliged to reserve a specific number for the USER, even if this last requests it. The USER understands and accepts that all the numbers reserved by VOZTELECOM for the USER will always remain under the ownership of VOZTELECOM, and that the assignment of a number for the USER does not constitute any kind of transfer of property rights whatsoever nor a transfer of any other right with respect to the numbers. VOZTELECOM will likewise be authorized to change, cancel or reject the number reserved for the USER at any time and without any responsibility whatsoever in the event that it is necessary due to legal or regulatory imperative or in the event that the USER does not comply with any of the terms of these Conditions. VOZTELECOM will notify the USER of this situation as soon as this is possible. VOZTELECOM does not guarantee that the number (DID) reserved for the USER will return to availability in the event of suspension and/or termination of the SERVICE.

The USER must comply with the instructions of VOZTELECOM and with the conditions for assignment, as well as with the use restrictions arising out of the regulatory framework which is applicable to the number assigned, and must accredit with VOZTELECOM that the localization address communicated corresponds with the number which may have been assigned.

Any additional numbers (DID) which the USER may desire will be made charged to the positive balance of the USER, applying the monthly rates available on the www.oigaa.com web page. For contracting additional (DID) numbers, the USER must have a positive balance which is sufficient to cover the rate for the additional (DID) numbers every month on the same day as that on which these additional (DID) numbers were contracted.

- Communications.** The *Start Oigaa* mode includes 120 minutes monthly for voice communications to fixed telephone lines corresponding to the list of countries available on the www.oigaa.com web page. For these purposes, each month will begin to be counted from the day upon which the USER contracted the *Start Oigaa* mode until the same day of the following month. Once a month has passed, it will be understood that the USER renounces the unused minutes.

Communications made by the USER to fixed telephone lines of other countries not included on this list and calls made which exceed the 120 monthly minutes will be charged to the positive balance of the USER, applying the rates published by VOZTELECOM at all times through the www.oigaa.com web page. In the event that the USER does not possess a sufficient

positive balance, these communications will not be able to be executed.

13. SPECIFIC CONDITIONS APPLICABLE TO THE "UNLIMITED OIGAA" MODE

Description. The *Unlimited Oigaa* mode permits voice communications between USERS of the SERVICE through IP Telephone and through the program provided by VOZTELECOM, and permits communications to be established between these and users connected to the Telephone Switchboard Network. *Unlimited Oigaa* offers a set of advanced communications functions as well as management of these, described at www.oigaa.com. This mode allows the USER to create an unlimited number of extensions for the use of the SERVICE and admits an equivalent number of simultaneous incoming communications through these extensions. In this mode, the USER determines the number of concurrent communications desired to the Telephone Switchboard Network, which will determine the amount to pay monthly for the SERVICE.

Conditions. In order to contract the *Unlimited Oigaa* mode, the USER must, according to that stipulated in Clause 5. **FINANCIAL CONDITIONS**, have a sufficient positive balance in order to cover the monthly rate applicable to the *Unlimited Oigaa* mode which is available on the www.oigaa.com web page. In order to continue using the *Unlimited Oigaa* mode and the basic functions described herein below, the USER must possess the mentioned positive balance every month on the same day as the contract for the mentioned mode. In the event that the USER does not possess this positive balance, VOZTELECOM may suspend and/or terminate the SERVICE without any kind of liability.

Functionalities. Contracting the *Unlimited Oigaa* mode carries with it the following basic functionalities:

- Assignment of a DID number.** VOZTELECOM will assign the USER a number (DID) for one of the countries indicated by the USER which are available on the www.oigaa.com web page. However, VOZTELECOM will not be obliged to reserve a specific number for the USER, even if this last requests it. The USER understands and accepts that all the numbers reserved by VOZTELECOM for the USER will always remain under the ownership of VOZTELECOM, and that the assignment of a number for the USER does not constitute any kind of transfer of property rights whatsoever nor a transfer of any other right with respect to the numbers. VOZTELECOM will likewise be authorized to change, cancel or reject the number reserved for the USER at any time and without any responsibility whatsoever in the event that it is necessary due to legal or regulatory imperative or in the event that the USER does not comply with any of the terms of these Conditions. VOZTELECOM will notify the USER of this situation as soon as this is possible. VOZTELECOM does not guarantee that the number (DID) reserved for the USER will return to availability in the event of suspension and/or termination of the SERVICE.

The USER must comply with the instructions of VOZTELECOM and with the conditions

for assignment, as well as with the use restrictions arising out of the regulatory framework which is applicable to the number assigned, and must accredit with VOZTELECOM that the localization address communicated corresponds with the number which may have been assigned.

Any additional numbers (DID) which the USER may desire will be made charged to the positive balance of the USER, applying the monthly rates available on the www.oigaa.com web page. For contracting additional (DID) numbers, the USER must have a positive balance which is sufficient to cover the rate for the additional (DID) numbers every month on the same day as that on which these additional (DID) numbers were contracted.

- **Communications.** The *Unlimited Oigaa* mode includes all the voice communications, up to a maximum of 5,000 minutes per line contracted, made by the USER to fixed destinations on the International Telephone Switchboard Network indicated on the list of available countries on the www.oigaa.com web page. The USER will not bear any additional cost whatsoever for making calls to destinations which are included within the *Unlimited Oigaa* mode. Nevertheless, the USER is obliged to not use the SERVICE in an abusive manner. For such purpose, VOZTELECOM establishes a maximum of 5,000 minutes monthly, to be counted from the day upon which the USER contracted the *Unlimited Oigaa* mode until the same day of the following month per line contracted, being able to apply an additional cost to the communications made if the SERVICE is used in an abusive manner, equivalent to the rate per extra minute of *Start Oigaa*.

The USER knows and accepts that the *Unlimited Oigaa* mode must not be used by companies or individuals whose activity is related to services of the electronic communications sector, such as (for purposes of example and not limitative) telephone booths, call centers, telephone sales platforms, etc. VOZTELECOM reserves the right to terminate and/or suspend the SERVICE without any liability whatsoever if it observes an intentional improper or abusive use, or one which goes against these Conditions.

Communications made by the USER to fixed telephone lines of other countries not included on this list and calls made which exceed the monthly limit will be charged to the positive balance of the USER, applying the rates published by VOZTELECOM at all times through the web www.oigaa.com web page. In the event that the USER does not possess a sufficient positive balance, these calls will not be able to be executed.

In the *Unlimited Oigaa* mode, the USER may contract as many lines or channels for simultaneous communications as desired to be made to the Telephone Switchboard Network. Any additional lines which the USER may desire will be charged to the

positive balance of the USER, applying the monthly rates available on the www.oigaa.com web page. For contracting additional lines, the USER must have a positive balance which is sufficient to cover the rate for the additional lines every month on the same day as that on which these additional lines were contracted.

14. MODIFICATION OF THE CONDITIONS

VOZTELECOM may modify these Conditions or introduce new conditions of use at any time, communicating these on the web page <http://www.smggrup.com/oigaa/terms.htm> with an advance notice of thirty days. These modifications will only be applicable beginning with their entrance into effectiveness, and the USER will have the right to annul the Contract without any penalty whatsoever in the event of non-acceptance of the new Conditions, either through reliable notification to VOZTELECOM with an advance notice of 15 days from the date upon which he or she wishes to effectively unsubscribe to the SERVICE, or in the same manner which is agreed to in this Contract.

In the event of the occurrence of a regulatory action or legal measure which, within the reasonable judgment of VOZTELECOM, substantially prohibits or restricts the provision of the SERVICES which are the object of this Contract or makes them commercially unfeasible, VOZTELECOM will be authorized to: (i) modify the SERVICES or the terms and Clauses of this Contract for the purpose of adapting them to the new situation, or (ii) annul the Contract. VOZTELECOM will be exempt of any liability arising from the actions described in these Clauses, provided that it publishes the modifications on the www.oigaa.com web page with a minimum advance notice of THIRTY days before the date upon which these modifications enter into effect.

In the event in which modifications in the SERVICE or in the Conditions occur with the USER not stating his or her opposition in writing to these changes within the period established in the previous section, while continuing to make use of the SERVICE, the new Conditions will be understood to be accepted, as well as the effectiveness of the Contract.

15. JURISDICTION AND APPLICABLE LAW

These Conditions are governed for all purposes by the Laws of Spain. The Parties will submit their disputes and discrepancies to the Judges and Courts which are competent for these, as the case may be.