

## **GENERAL CONDITIONS AND TERMS OF USE SERVICE AGREEMENT**

The following GENERAL CONDITIONS AND TERMS OR USE SERVICE AGREEMENT (later mentioned only as “terms and conditions agreement” or “Agreement”) describe the terms in which MORE MINUTES COMMUNICATIONS S.L. offers access to its services through moreminutes.es website via the Internet. If you have any questions regarding this AGREEMENT, please do not hesitate to contact us at [commercial@moreminutes.es](mailto:commercial@moreminutes.es), by fax or by mail to Avenida de la Industria, 4, edif. 3, esc. 2, bajo, 28108 Alcobendas, Madrid, Spain

### **CAPACITY TO BECOME A CUSTOMER**

All services of MORE MINUTES COMMUNICATIONS S.L. are available only to these persons and/or legal entities who or which have the legal capacity to sign a contract accordingly to the current legislation. Consequently, for example, our services are not available to persons below legal age in their country or state, without proper authorization. All services offered by MORE MINUTES COMMUNICATIONS, S.L. and which can be part of a legal contract, are provided and are made between independent parties, without any intention, possibility or suggestion to create from any service contract through this website including, but not limited to any corporation, relationship employee-employed, relationship franchise owner or franchise contractor, joint venture, a mandate or an agency contract.

### **TYPES OF SERVICES**

MORE MINUTES COMMUNICATIONS, S.L. provides to its customers prepaid telephone cards, which can be purchased or recharged through this website, and which cards may be used to place and complete domestic and international calls to most international locations from any landline or mobile telephone to any landline phone or mobile phone. Our cards function without chip and may be used only through most touch-tone telephones. To have access to our services, you have to become our customer by creating an account by phone or via Internet at moreminutes.es. Once you create an account and purchase a credit, you will receive by the e-mail to the electronic address used to create the account, a PIN number. It is your responsibility to protect your account e-mail and the PIN number, so any other person does not have access to your account without your express authorization and consent. Once obtained the PIN, and using your e-mail as an account identifier, you can enjoy all our services (PINless dialing, automatic refill, global access, etc.)

The amount you purchase corresponds to minutes you buy from us and you can use them from any telephone: landline, mobile or public access phone. Please note that MOREMINUTES services cannot be used for toll free calls, calls for paid services with premium charges, operator-assisted calls, or emergency calls.

MORE MINUTES COMMUNICATIONS S.L. system is designed so its users can make calls easy, without using coins or physical plastic cards, to most countries and inside of Spain, including calls from all landlines, hotels, public phones and mobile phones. The usage of our virtual telephone cards is very easy. The following steps illustrate how you dial any

telephone number in the world, covered by our services:

1. Dial the access number, which suits best your needs.
2. Enter the PIN number.
3. Enter the International Dialing Access + Country Code + Area Code + Telephone number. To continue calling, you only have to dial ## + International Dialing Access + Country Code + Area Code + Telephone number.

To ensure uninterrupted service, we offer you automatic refill service. We also offer PINless access, which you can use from the phones you have registered for PINless dialing to call without entering your PIN number each time you want to use our card.

PLEASE NOTE, that your PIN number expires after 120 days from the first time you have use it, if you did not refill automatically or manually your credit amount.

## **SERVICE RATES**

All service rates of MORE MINUTES COMMUNICATIONS, S.L. are published on the website of the company at [moreminutes.es](http://moreminutes.es) and are detailed accordingly the outbound country and the destination country, city, divided in certain cases in calls to landlines or mobile telephones. You can check the prices and fees at any time on the website of MORE MINTES COMMUNICATIONS S.L.: [moreminutes.es](http://moreminutes.es). All rates, fees and conditions published on the website is considered as documentation and represent inseparable part of this Agreement. All information about your calls, the outbound number, the destination number, duration and price of the call are part of the records which are accessible also by the contracted telephone provider careers, which MORE MINUTES COMMUNICATIONS S.L. uses.

All prices include taxes, except in the cases where is exprecively mentioned "VAT not included". There are no connection fees and the talk time is calculated by full seconds starting from the first second. In all cases, the call to our system will be charged for all the duration de communication accordingly to the current for that moment rates, and accordingly to the telephone career which the customer uses. Example: If you dial the free access number (900 from Spain), you will be not paying the access, if you are calling a local access number, you will be charged for the local call + the rate to the destination, if you are calling from Movistar, or Vodafone, your career will charge you the same as if you were calling another Movistar or Vodafone cell phone, if you call the 902 access number, your career will charge you the same rate as if you call another 902 number. For the moment, this is 0.04 € evenings and weekends, and 0.06 € during the rest of the time. In all cases, independently from the access charges, you will incur charges for the duration of your call depending of the destination, and published as rates on [moreminutes.es](http://moreminutes.es) website.

You can obtain information in real time about all rates, prices and fees on our website at [moreminutes.es](http://moreminutes.es). MORE MINUTES COMMUNICATIONS, S.L. can modify at any moment, including several times per day, accordingly the market situation and without prior notice, any price, rate or fee, by publishing the changed rate, price and/or fee on its website,

moreminutes.es. When you purchase a card or refill the amount of your credit, you have the possibility to check the prices and accept the conditions and rates by which you will be charged. All rates are published in Euros. You are responsible to pay accordingly to these rates, including but not limited to fees, taxes and any other associated charges, published on the website.

You do not have the right to resell any service provided by MORE MINUTES COMMUNICATIONS, S.L.

When you specify the amount of purchase (by phone, the Internet or through an automatic refill), your account will be charged with the specified amount that this amount will be deducted from your bank card (debit or credit) which you have indicated during the registration or refill process.

If you have a prepaid account with MORE MINUTES COMMUNICATIONS S.L., you have the possibility to activate the automatic refill option. This way the amount you specify is refilled automatically, without the need to reenter your payment details. We will refill your card accordingly to the payment details you gave us. At any moment you can change any payment detail. Before the refill is reflected on your account, the payment will be verified by your bankcard or bank account, which can take a reasonable time of delay for the refill to show on your account. By agreeing to use the automatic refill, you authorize MORE MINUTES COMMUNICATIONS S.L. to store your payment details, including but not limited to number, expiration date of your bankcard or number of bank account in order to be able to refill your credit with us and this way to fulfill the terms and conditions of this Agreement. MORE MINUTES COMMUNICATIONS S.L. is committed to use all available security means and methods to guarantee the confidentiality of financial data provided by you. Furthermore, MORE MINUTES COMMUNICATIONS S.L. is committed to not use any data supplied by you for any other purpose other than to provide, confirm, change, bill, monitor, and resolve problems with the quality of MORE MINUTES COMMUNICATIONS S.L.-offered products and services, except in the cases when you authorize us to use the identifying or billing information for other specified by you reason. All personal rights, specially the right of cancellation of services, and the warranty that you can correct, modify or cancel any service or product, are described in details in our Privacy Policy document, which you can download from the website.

## **TRANSACTION SECURITY**

MORE MINUTES COMMUNICATIONS S.L. uses standard security technology, SSL (secure socket layer), to protect all transactions through its website, moreminutes.es.

The information provided by our customers, included, but not limited to personal data, billing information and payment details, is encrypted and stored behind firewall.

MORE MINUTES COMMUNICATIONS, S.L. and its partners companies (accounting and telecommunication companies) will not share or sell your personal information, billing information and/or payment details. The information supplied by you is not used for any other purpose other than to provide, confirm, change, bill, monitor, and resolve problems with the quality of MORE MINUTES COMMUNICATIONS S.L.-offered services.

## **FRAUD**

Without prejudice to other measures, MORE MINUTES COMMUNICATIONS, S.L. may suspend or terminate your account in case of reasonable suspicion (by court verdict, recognition or otherwise) that you are involved in a fraudulent activity or usage of the website or our services.

## **WARRANTIES AND LIMITATIONS OF LIABILITY**

MORE MINUTES, S.L. offers its services and the usage of its website, [moreminutes.es](http://moreminutes.es), on an “as it is” condition. Except as this agreement expressly states, we make no express warranty regarding the services and disclaim any implied or legal warranty. We also make no warranty the services will be uninterrupted or error free. MORE MINUTES S.L. will not be liable for any damages, or interruption of profit or income, or any damages of any other nature, caused by interruption of our services or malfunctioning of the website. The liability of MORE MINUTES COMMUNICATIONS S.L. regarding you or any third party in any circumstances is limited to the amount of credit you have purchased and contracted with us during your last acquisition.

MORE MINUTES COMMUNICATIONS, S.L. does not make any warranty for uninterrupted service, security of its services, and/or error free functioning of its website, warning that the operations of the website can be interfered by external factors beyond the control of MORE MINUTES COMMUNICATIONS, S.L.

## **PRIVACY**

To access the services offered by MORE MINUTES COMMUNICATIONS, S.L. you have to provide certain personal details, which will be processed by MORE MINUTES COMMUNICATIONS, S.L. with the exclusive goal to provide you the contracted. MORE MINUTES COMMUNICATIONS, S.L. is processing the personal data and storing is in electronic format databases, with purposes described and expressed in the Legal Notice and Privacy Policy, which you can find on our website and which is part of this Terms and Conditions Agreement by virtue of inclusion in this article. In that article is provided the address to which you have to direct all your communications regarding your rights of access, modification and/or removal of personal information.

## **NOTICES**

Except otherwise indicated, all communications to MORE MIUNUTES COMMUNICATIONS S.L. must be addressed by mail to Avenida de la Industria, 4, edif. 3, esc. 2, bajo, 28108 Alcobendas (Madrid), Spain. Any communication coming from MORE MINUTES COMMUNICATIONS, S.L. to its users will be addressed by e-mail to the electronic address provided during the registration process.

## **GOVERNING LAW**

This Terms and Conditions Agreement is governed by the law of Spain. If any part, article or rule, previous or current of this Agreement is found invalid, or is declared void, the rest of the Agreement will remain valid and enforceable. Nevertheless, the parties stipulate that will replace, whenever possible, any clause declared invalid by another clause that reflects more objectively and in a legal way their initial desire. The parties, including the express waiver of the jurisdiction that might apply, agree to submit any differences, which may arise concerning the interpretation and enforcement of their relations to the Courts of Madrid.