SPECIFIC TERMS AND CONDITIONS OF PREPAID CARD RECHARGING.

These terms and conditions at all times govern the operational and functional aspects of the Online and Direct Recharge services for the prepaid cards offered by Xfera Móviles, S.A.U., (“YOIGO”), via credit or debit card through the channels authorized by YOIGO to that effect and according to the information provided on its website, www.yoigo.com (hereinafter, ‘YOIGO Recharging Channels’).

1. OBJECT OF THE SERVICE.

1.1. The object of the service is the provision of YOIGO’s prepaid card recharge service through YOIGO Recharging Channels (the ‘Service’). Use of the Service implies the condition of being a user of the service (hereinafter referred to as the “User”) and also implies complete acceptance of these Specific Terms and Conditions in their entirety which will be permanently accessible at the www.yoigo.com website.

1.2. YOIGO reserves the right to unilaterally modify at any time and without prior notice the presentation, configuration and contents of the Service, as well as the Specific Terms and Conditions required for the use the Service, which modifications shall apply to subscriptions concluded from that moment on.

2. SERVICE DESCRIPTION.

2.1. The Service enables users to add to the credit available on a YOIGO prepaid card by recharging it at any time, as long as the prepaid card services continue to be provided. To this end, the User may choose any of the YOIGO Recharging Channels offered on the company’s website, www.yoigo.com.

2.2. In the subscription process via the www.yoigo.com website, once the form has been sent (by the appropriate mouse click), the subscription process is completed and implies complete acceptance on the part of the User of YOIGO’s commercial offering as well as the terms and conditions applicable to it. YOIGO shall keep a copy of said subscription for its own files on an electronic medium.

2.3. In the case of subscriptions processed by telephone, the fact of filling out the form by telephone and providing the manifestations of consent required of the User shall conclude the subscription process and imply complete acceptance on the part of the User of the commercial offering of YOIGO along with the terms and conditions applicable to same. For purposes of improving the security of the system and of maintaining proof of the subscription contracted, YOIGO may, with the User’s prior consent, record such telephone conversations.

2.4. In all cases, telephone calls to the numbers established by YOIGO for purposes of subscribing to products and services shall be free of charge.

2.5. The Service comprises two different recharging methods: Online Recharge, which does not require User registration and Direct Recharge, which requires User registration. Online Recharge enables any User to recharge their card, while Direct Recharge, allows for a faster recharging process once a User has registered. Only actively registered YOIGO customers shall have access to the Direct Recharge service.

2.6. The minimum recharge amount is five (5) Euros, and recharges may be effected in multiples of five (5) euros up to a maximum of one hundred and fifty (150) euros (tax included).

2.7. YOIGO reserves the right of modification, temporary suspension or cancellation of the Service at any moment.

2.8. Once the process has been finalized, YOIGO will provide the User with confirmation of the completed recharge by email (online recharge are also confirmed onscreen). YOIGO shall also send an SMS to the YOIGO prepaid card number requested by the User informing them of the amount of the recharge.

2.9. In the event that a transaction fails for any reason, YOIGO will notify the User. To the extent permitted by law, YOIGO will not be held responsible with respect to the failed transactions.

2.10. Due to the special characteristics of the Service, it is not possible to correct errors committed when providing information in the course of the subscription process. Therefore, YOIGO will not be held accountable for errors made by the User when providing information, and special care needs to be exercised when filling out forms soliciting the beneficiary telephone number. If the User provides a number different from the one they wish to recharge, YOIGO reserves the right to carry out the necessary technical steps within 24 hours of the requested recharge, to cancel the charge on the bank card and to only reimburse the full amount of the requested recharge (partial reimbursements are not permitted) provided sufficient credit remains on the prepaid card recharged, and the User previously contacted YOIGO through its Customer Service by calling 622 (free of charge when calling through the YOIGO network) or 622 622 622 (when calling through other service providers), stating their intent to cancel the recharge effected and the order number.

3. CONDITION OF USE.

3.1. The use of this YOIGO Service is free of charge for the User. However, the foregoing does not include any charges to the user applied by the bank for the use of credit or debit cards.

3.2. The User agrees to use the Service in an appropriate and diligent manner and in conformity with the applicable legislation, the present Specific Terms and Conditions, as well as with generally accepted standards of ethical behaviour, good manners, and law and order. The User agrees to refrain from using the Service towards ends that are illicit, or in violation of the rights of third parties or harmful to their interests, or prohibited, or that might
6. PERSONAL INFORMATION.

6.1. Pursuant to Organic Law 15/1999 of 13 December, On the Protection of Personal Data, YOIGO informs the User that the personal information surrendered pursuant to these Terms and Conditions, along with information to which YOIGO gains access in the course of its relationship with the User, shall be incorporated into a database of personal information created by and under the responsibility of YOIGO for the purpose of maintaining and managing the relationship with the User as well as, in the case of Direct Recharge Users, for commercial and promotional purposes. Customers may at any time exercise their right to access, amendment, erasure and objection pursuant to the applicable laws by writing to Xfera Móviles, S.A.U. (Ref. DAYOS), Avenida de la Vega, 15, 28108, Alcobendas (Madrid).

6.2. YOIGO is under obligation to maintain the confidentiality of Users' personal information and to safeguard it, and will adopt the necessary measures to avoid tampering, loss, use or unauthorized access, all according to the obligations established by the applicable laws. In order for YOIGO to meet its obligations in relation to the protection of personal information, the User agrees to inform YOIGO, within a reasonable period of time, of any changes in the information provided to YOIGO during the term of the contractual relationship.

6.3. Once the subscription process has been completed by means of filling out the requisite forms and acceptance of the terms and condition applicable to the product and/ or service subscribed to, YOIGO shall proceed to ship the order to the address indicated by the User, which must lie within Spanish national territory. The aforementioned shipment shall be handled by the logistics company Dextra Móviles S.A.U. (the “Logistics Operator”), with Spanish VAT no. CIF A81971699 and domiciled at Calle Garzas no 1, Pinto (Madrid) and sent via courier service.

6.4. YOIGO shall be able to verify the solvency of the User, for itself or for those acting on its behalf and in its interests, by accessing shared files on solvency and credit standing made available by agencies that provide such services in conformity with the applicable laws. YOIGO shall also be able to verify the accuracy of the information provided by the customer. The customer authorizes for information regarding their financial solvency to be processed and stored for statistical purposes and for purposes of evaluating said solvency, which processing shall be cancelled in the event the contract is not executed.

6.5. The User declares that each and every piece of information provided to YOIGO through the process is accurate and authorizes YOIGO to verify the accuracy of said information.

6.6. Failure to provide information in the required form or providing incorrect information shall preclude the order from being processed.

7. CUSTOMER SERVICE.

7.1. The User is entitled to receive information about the Service, and about any incidence affecting them through YOIGO’s Customer Service, which can be contacted by phone by dialing 622 (for calls made through the YOIGO network) or 622 622 622 (for calls made through other networks) as well as through the www.yoigo.com website. The User may alternatively write to the following address: Xfera Móviles, S.A.U., Departamento de Atención al Cliente, Avenida de la Vega, 15, 28108 Alcobendas (Madrid) or send an email to clientes@yoigo.com

8. APPLICABLE LAWS.

8.1. For all intents and purposes, the relationship between YOIGO and the User shall be subject to the laws of Spain.