

16. Protection of the personal data of the customer entering into the contract

Both Parties undertake to process the corporate personal data of the other Party (Staff, Managers, Legal Representative or Person authorised to enter into contractual obligations on behalf of the Organisation they represent) in strict compliance with "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC" (hereinafter "GDPR"; as well as the "Ley Orgánica 3/2018 de 5 de Diciembre de Protección de Datos Personales y Garantía de los Derechos Digitales" [Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights] (hereinafter "LOPDGDD") and other regulations that are of mandatory application to the processing of the Parties' corporate personal data.

AIRE NETWORKS, for its part, proceeds to comply with the obligation of information for CUSTOMERS who are both legal entities or self-employed, as well as natural persons (individuals), contained in the articles, Art. 13 of the GDPR; and Art. 11.1 and 2. of the LOPDGDD:

(a) Basic information on data protection Data Controller: AIRE NETWORKS DEL MEDITERRÁNEO S.L.U. (AIRE NETWORKS)

Purpose of processing: the purposes are the execution of the contract, to facilitate the commercial relationship between the Parties; the lodging of claims or for the resolution of conflicts; to meet the requirements of public administration bodies within the exercise of their powers; to comply with the internal complaints system implemented by AIRE NETWORKS; as well as to send commercial communications that may be of interest to you.

Legitimation: Based on Article 6 of the GDPR, the legitimacy for each of the purposes described is the performance of a contract for the provision of services through the General Terms and Conditions of Contract (Art.6.1.b), compliance with a legal obligation (Art.6.1.c) and the legitimate interest of the Controller (Art.6.1.f); as well as Art.19.1 of the LOPDGDD for the processing of professional contact data.

Target group: No data is passed on to third parties, unless legally required*. Likewise, no international transfers of personal data will take place.

(*) Neither the Data Processor nor the authorised users of the Controller (AIRE NETWORKS employees or AIRE GROUP companies) are considered third parties. Further information can be found on the following website: <https://grupoaire.es>.

Rights or the possibility of exercising the rights of Access, Rectification, Deletion (Right to be forgotten on the Internet), Limitation, Portability and Opposition; as well as the right to object to being the object of Automated Individual Decisions including profiling (Art. 15 to 22 of the GDPR/ Art.13 to 18 of the LOPDGDD): the Natural Person (Individual); in the case of entities or companies (Legal Person) their Staff, Managers, Legal Representative or Person authorised to enter into contractual obligations with AIRE NETWORKS; all of them "data subjects", as interested persons with respect to the processing of their personal data by AIRE NETWORKS, may access, rectify or delete the data, request the portability of the data, oppose the processing (Right to be forgotten) and request the limitation of the processing. They also have the right to object to automated individual decisions that produce legal effects on them or significantly affect them in a similar way.

Digital rights as users of internet communications (Art. 82 of the LOPDGDD): those affected by the processing of personal or corporate email addresses have the right to digital security in internet communications.

Data categories: The data we are going to process belong to the category of "MOBILE TELEPHONE CUSTOMER DATA". The data we are going to process do not belong to special categories (Art.9 of the GDPR)

(b) Additional information (in addition to the "Basic information on data protection")

Controller:

AIRE NETWORKS DEL MEDITERRÁNEO S.L.U.

TAX IDENTIFICATION NUMBER (N.I.F.): B-53704599

C/ Santiago Ramón y Cajal Número 11, Elche Parque Empresarial, 03203 Elche (Alicante) Spain.

E-mail: rgpd@airenetworks.es

Telephone: 911090000

Websites: <https://www.airenetworks.es/> and <https://www.airenetworks.net/>

Data Protection Officer The CUSTOMER can contact our data protection officer at rgpd@airenetworks.es

For what purposes do we process personal data?

AIRE NETWORKS will process the personal data of those affected by the processing provided by the CUSTOMER for the following purposes: to facilitate the Parties in the fulfilment of the GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC), the power to contractually bind themselves (Individuals or Self-Employed), or to bind themselves through their representatives (Entities or Companies).

- the provision of the contracted services under optimal conditions of communication between both Parties;
- promotional commercial communications for services of the same nature as the services contracted (Telecommunication Services);
- the lodging of claims - where appropriate - before the corresponding jurisdictional or conflict resolution bodies;
- to comply with the internal complaint system implemented by AIRE NETWORKS as a measure of "Active Responsibility" in the field of data protection;
- to comply with the internal whistleblowing system implemented by AIRE NETWORKS as a crime prevention measure of its "Criminal Compliance";
- communicate the mandatory administrative formalities to state bodies;
- to respond to requests from Public Administration bodies and/or State Security Forces and Corps in the exercise of their legally recognised powers.

The personal data of data subjects will not be profiled, nor will automated decisions be made on the basis of such data.

How long will we keep the data?

The personal data provided will be kept for as long as the commercial relationship is maintained and, once it has ended, for a period of two (2) years in order to be able to meet the requirements of Public Administration bodies or State Security Forces and Corps in the performance of their duties.

What is the legitimate basis of the data processing?

The legal basis for the processing of data of data subjects is as follows:

1. The execution of a contract for the provision of services with legal basis in Art.6.1.b of the RGPD and in Arts. 1252 to 1314 of the Spanish Civil Code

- to provide the Parties with the power to contractually bind themselves;

- the provision of the contracted services under optimal conditions of communication between the personnel of both Parties.

The CUSTOMER is obliged to provide their personal data (natural person or self-employed) or corporate data (legal entities) of their legal representative, managers and staff necessary for the execution of the General Terms and Conditions of Contract, as otherwise it would be unfeasible to carry out the provision of services in optimal conditions.

2. The legitimate interest of the Controller with legal basis in Art.6.1.f, Recital 47 of the GDPR; as well as the "Opinion 06/2014 of the Article 29 Working Party on the concept of legitimate interest of the Data Controller under Article 7 of Directive 95/46/EC".

2.1. the lodging of claims - where appropriate - before the corresponding jurisdictional or conflict resolution bodies;

2.2. promote the services and business activity of AIRE NETWORKS through the communication of commercial offers and/or marketing or advertising activities related to Telecommunications services. The CUSTOMER is obliged to provide personal data (natural person or self-employed) or corporate data (legal entity) of its legal representative in order to facilitate the filing of claims.

In the event that the CUSTOMER does not wish to receive commercial communications about promotions of AIRE NETWORKS telecommunications services, he/she may object by sending an e-mail to rgpd@airenetworks.es indicating "No Advertising" in the subject line and his/her data will be blocked for the sending of commercial communications for two (2) years in anticipation of claims by the CUSTOMER, after which time the data will be definitively deleted.

3. Compliance with a legal obligation based on Art. 6.1.c of the GDPR and Art. 31bis.2.1o of the Criminal Code.

- to comply with the internal complaint system implemented by AIRE NETWORKS for its "Criminal Compliance" in terms of crime prevention;

- communicate the mandatory administrative formalities to state bodies.

The CUSTOMER provides personal data (natural person or self-employed) or corporate data (legal entity) of its legal representative, managers and staff necessary to allow AIRE NETWORKS to prove its willingness to comply with the legal regulations that are mandatory, since failure to do so may result in legal liability for AIRE NETWORKS.

To which recipients will the data be communicated?

The data may be communicated to other companies (Processors) with which AIRE NETWORKS contracts services that make the processing of personal data necessary for the optimal provision of the contracted services. For detailed information on these companies and the specific purpose for which they process data, please contact rgpd@airenetworks.es

What are your rights as a data subject to the processing of personal data?

- Any data subject has the right to obtain confirmation as to whether or not AIRE NETWORKS is processing personal data relating to them.
- Data subjects have the right of access to their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected.

- In certain circumstances provided for in Article 18 of the GDPR, data subjects may request that we restrict the processing of their data, in which case we will only retain the data for the purpose of exercising or defending claims.
- Data subjects have the right to object to the processing of their data, in which case AIRE NETWORKS will stop processing the data, except for compelling legitimate reasons or for the exercise or defence of possible claims.
- Under the right to portability, data subjects as data subjects have the right to obtain the personal data concerning them in a structured, commonly used and machine-readable format and to transfer them to another controller.
- Data subjects also have the right to object to automated individual decisions which produce legal effects on them or which significantly affect them in a similar way.

What are the digital rights that affect them?

As a user of communications via the Internet The data subjects, as users of communications that are transmitted and received via the Internet (e-mail), have the right to have AIRE NETWORKS ensure the security of their communications.

How can rights be exercised?

- By means of a letter addressed to AIRE NETWORKS DEL MEDITERRÁNEO S.L.U., C/ Santiago Ramón y Cajal Número 11, Elche Parque Empresarial 8, C.P. 03203, Elche (Alicante), Spain
- By e-mail to rgpd@airenetworks.es

What avenues of complaint are available?

If you feel that your rights have not been properly addressed, you have the right to lodge a complaint with the Agencia Española de Protección de Datos (AEPD) [Spanish Data Protection Agency] (Contact details: Calle de Jorge Juan, 6, 28001 Madrid. Telephone: 912663517. Website: www.aepd.es). We recommend that you contact our Data Protection Officer beforehand, by e-mail to rgpd@airenetworks.es

What categories of data do we process?

The data we are going to process belong to the category of "MOBILE TELEPHONE CUSTOMER DATA", specifically,

- If the CUSTOMER is a **legal entity or self-employed person**

- Staff and/or Managers

Identifying data: full name, position held. Corporate contact details: corporate address of the workplace, corporate e-mail address and corporate telephone number.

- **Legal representative or Person authorised** to enter into contractual obligations on behalf of the Organisation he/she represents:

Identification data: full name, ID card number and signature. Corporate data: position on the basis of which he/she assumes legal representation or authorisation to bind the Organisation.

- Self-employed

Identifying data: full name, ID number and signature.

Contact details: business address, e-mail address, landline and mobile phone number.

Goods and services transaction data: goods and services supplied to the data subject and bank details.

Data relating to telecommunications services: contracted services, characteristics of installations, data networks and information on contracted lines.

- If the CUSTOMER is a natural person (individuals)

Identifying data: full name, ID number and signature.

Contact details: address, e-mail, landline and mobile phone.

Goods and services transaction data: goods and services supplied to the data subject and bank details.

Data relating to telecommunications services: contracted services, characteristics of installations, data networks and information on contracted lines.

16. Bis. CUSTOMER DATABASES

Where applicable, the CUSTOMER is the owner of its databases and is therefore solely responsible for the use made of them through the services contracted with AIRE NETWORKS.

The CUSTOMER, as the party responsible for its databases, undertakes:

- to make commercial communications and/or commercial calls to potential CUSTOMERS, taking special care to review the "Commercial Exclusion Lists" (Robinson List: www.listarobinson.es) or obtain the explicit and informed consent of the recipients, prior to the processing of their personal data (Art.23 LOPDGGDD, Art. 21 LSSI); without prejudice to the provisions of Art.66 LGT which requires either prior consent or legitimate interest as a legal basis for making commercial calls, in force since 29 June 2023 (See condition 16. Quinquies. REGULATION OF COMMERCIAL CALLS ART.66 LGT).

- where it is not established in the European Union area and offers goods or services to persons in the European Union, whether or not they are required to pay for them; to designate in writing a Data Protection Representative

who shall be established in the same European Union member state as the recipients to whom the goods or services are offered (Art.27 GDPR).

- when contracting with third parties who are not established in the European Union area, for commercial communications and/or commercial calls to potential CUSTOMERS who are in the European Union; shall ensure that such third parties have designated in writing a Data Protection Representative who shall be established in the same member country of the European Union in which the recipients to whom the goods or services are offered are located (Art.27 GDPR). It must also comply with the conditions set out in the GDPR for the international transfer of data (Art.44 GDPR).

- in the case of any of the entities obliged to appoint a Data Protection Officer (Art.34.1. GDPR), will have designated or will proceed to designate a Data Protection Officer (Art.37, 38 and 39 GDPR) with the requirements and for the functions that are legally assigned to him/her, communicating his/her designation to the Spanish Data Protection Agency.

- to the obligations set out in condition "16.Ter.3. Obligations of the CUSTOMER as Data Controller".

16.Ter. PROCESSING OF PERSONAL DATA IN THE PROVISION OF THE SERVICE BY AIRE NETWORKS

- 16.Ter.1. Category and nature of the data. Processing carried out and purpose

- 16. Ter.2. Controller and Processor

-16. Ter.3. Obligations of the CUSTOMER as Data Controller

- 16.Ter.4. Obligations of AIRE NETWORKS as Data Processor

- 16.Ter.5. Processing of personal data by AIRE NETWORKS and on behalf of the CUSTOMER (Art.28.3 GDPR)

16.Ter.1. Category and nature of the data. Processing carried out and purpose

16. Ter.1.1./ Category and nature of data

Personal data are processed as a consequence of the provision of electronic communications services, which correspond to the following category and nature:

- Data category: "Call traffic data" of users of electronic communications services, as well as any other data generated by the service provided by AIRE NETWORKS. Furthermore, depending on the nature of the service, personal data will be processed on "Ordinary/general personal data".

- Nature of the data: the originating telephone number of the call, the date of the call, the duration and the destination telephone number of the call (hereinafter "traffic data").

16.Ter.1.2./ Data processing

Data processing consists of: the management of call traffic data. The traffic data are subject to a traceability that provides the following information on each call: the originating telephone line number (from which the call is made), the date of the call, its duration and the recipient telephone number (who receives the call), without there being any link with personal data that could identify the holder of the recipient telephone number.

In any case, subject to the application of technical and organisational security measures, only those data that are legitimately necessary for the correct and complete management of the provision of electronic communications services and other services provided by AIRE NETWORKS are processed.

16.Ter.1.3./ Purpose of data processing

The personal data contained in the Contract and in the Order, as well as those generated by the provision of the Service/s, will be processed by AIRE NETWORKS, for the purpose of providing the Service/s and activities that are specific to it. The legal basis for the above processing is the performance of the contract or business relationship.

16.Ter.2. Controller and Processor

Controller: a natural or legal person, who determines the purposes and means of the processing of personal data that will be used in the development of the services provided by AIRE NETWORKS.

Processor: a natural or legal person who processes personal data on behalf of the Controller.

AIRE NETWORKS is a Data Controller, when in the performance of its services it determines the purposes and means of processing the necessary personal data, namely:

- In the processing of the **personal data of the customer who enters into this contract** (Clause 16).

- In the processing of the **data of the end customer contracting mobile telephone services**.

AIRE NETWORKS is a Data Processor, when it processes personal data on behalf of the Controller, namely:

- In the processing of **data necessary for the development of the mobile telephone service**. AIRE NETWORKS processes the data on behalf of the Customer who contracts this service (Controller).

- In the processing of those **data from the Customer's databases** (Controller) that the latter uses in the use of the contracted services. AIRE NETWORKS (Processor) processes the data on behalf of the Customer.

The contact details for all matters relating to the protection of personal data, whether AIRE NETWORKS plays the role of Controller or Processor, are as follows: rgpd@airenetworks.es

16.Ter.3. Obligations of the Controller

16. Ter.3.1./ This clause acts as a "Responsible Declaration", whereby the Controller expressly declares that it complies with all the requirements and obligations applicable to it as such, when collecting and processing personal data, in accordance with the legal requirements applicable to the protection of personal data of users of Telecommunications or electronic communications services, specifically those established in the following European and Spanish legal regulations:

- "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC" (Hereinafter referred to as General Data Protection Regulation" or "GDPR").

- "Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales" [Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights] (hereinafter "LOPDGDD").

- "Law 11/2022 of 28 June, General Telecommunications Law (hereinafter "General Telecommunications Law") concerning the protection of personal data of users of telecommunications services.

- Any other European, national, general or sectoral legislation applicable to personal data.

The Controller undertakes to keep the requirements and obligations applicable to it up to date, following any updates, modifications, repeals or new developments in European and Spanish legal regulations applicable to personal data in its role as Data Controller.

16. Ter.3.2/ In the development of the preceding section, the Controller shall pay **particular attention to the following requirements and obligations:**

- The lawful collection and processing of data.
- The implementation, evaluation and periodic review of the technical and organisational measures that guarantee the data processing.
- Updating their privacy policies.
- Contracting services (provision or commissioning of services) only with companies that guarantee compliance with all legal regulations applicable to the protection of personal data for users of telecommunications or electronic communications services.
- Appoint a Data Protection Officer whenever he/she is subject to the obligation established in Art. 34.1.c. LOPDGDD; Art.37.1 GDPR; with the requirements and for the functions that are legally assigned to it, communicating its designation to the Agencia Española de Protección de Datos (AEPD) [Spanish Data Protection Agency].

Likewise, the Controller, under his/her responsibility, will safeguard, diligently use and maintain the confidentiality of the passwords, access codes or communication encryption systems provided in relation to the Service, and must immediately report any incident related to their safekeeping to the Processor.

- It is the responsibility of the Controller to provide the Processor with the instructions for the processing of the data under its authority; in the event that the Controller fails to communicate any breach of the GDPR detected in the content of section "16.Ter.5. Processing of personal data by the Processor on behalf of the Controller (Art.28.3 GDPR)"; or does not provide the contract referred to in Art.28.3 GDPR, the Processor will not be considered as a Controller within the meaning of Art.28.10 GDPR.

16.Ter.4. Obligations of the Processor

16. Ter.4.1./ This clause acts as a "Responsible Declaration", whereby the Data Processor expressly declares that it complies with all the requirements and obligations applicable to the Data Processor, to process the data on behalf of the Data Controller, in accordance with the legal requirements applicable to the protection of personal data of users of Telecommunications or electronic communications services, specifically those established in the following European and Spanish legal regulations:

- "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC" (Hereinafter referred to as General Data Protection Regulation" or "GDPR").

- "Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales" [Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights] (hereinafter "LOPDGDD").

- "Law 11/2022 of 28 June, General Telecommunications Law (hereinafter "General Telecommunications Law") concerning the protection of personal data of users of telecommunications services.

- Any other European, national, general or sectoral legislation applicable to personal data.

The Data Processor undertakes to keep the requirements and obligations applicable to it up to date, in accordance with any updates, modifications, repeals or new developments in European and Spanish legislation applicable to personal data in its role as Data Processor.

16. Ter.4.2./ In the development of the preceding paragraph, the Data Processor shall pay special attention to the following requirements and obligations:

- Compliance with all the contents of section "16.Ter.5. Processing of personal data by the Processor on behalf of the Controller (Art.28.3 GDPR)".

- In the event that the Controller does not agree with any of the contents of section "16.Ter.5. Processing of personal data by the Processor on behalf of the Controller (Art.28.3 GDPR)", the corrections to the GDPR indicated by the latter, or the guidelines and instructions provided by the latter in a contract referred to in Art.28.3 of the GDPR, shall be followed, with the said contract taking precedence over the aforementioned paragraph.

16. Ter.5. Processing of personal data by the Processor and on behalf of the Controller (Art.28.3 GDPR)

Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity to the rights and freedoms of data subjects, the Data Processor, in compliance with Art.28 of the General Data Protection Regulation; and specifically, Art.28(3), informs the Controller that,

- in compliance with Art.28.2 of the GDPR, the Processor informs the Controller that it may use another Processor (Sub-Processor), only when it is indispensable for the provision of the service; and for which the Controller authorises it in advance and by means of this clause.

- the Sub-processor shall be subrogated, by contract, to the same obligations as the Processor in the processing of personal data. The Controller may request detailed information on the identification of the Sub-processor, as well as the specific purpose for which he/she processes the personal data.

- in compliance with Art.28.3.b., guarantees that all users authorised to process personal data have signed an addendum to the employment contract in which they undertake to respect confidentiality, as well as the Data Controller's Privacy Policy.

- the Processor will assist the Controller, to the best of its ability and depending on the actual information available, in assisting data subjects in exercising their rights under Arts. 15 to 22 of the GDPR (Access, Rectification, Deletion, Restriction, Portability, Opposition, and the right not to be subject to automated individual decisions, including profiling).

- it maintains a Record of Processing Activities, in written and electronic format, with the categories of processing activities carried out on behalf of the Controller, based on Article 30.2 of the GDPR, which contains:

- the name and contact details of the Data Processor, and its Data Protection Officer;
- the categories of processing carried out on behalf of the Controller;
- where appropriate, transfers of personal data to a third country or international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1), documentation of appropriate safeguards;
- where possible, a general description of the technical and organisational security measures referred to in Art.30.1 of the GDPR.

This Register of activities shall be made available to the Spanish Data Protection Agency or to any other Supervisory Authority, when so requested.

- it will cooperate with the Spanish Data Protection Agency (AEPD) or any other Supervisory Authority, in compliance with Art.31 of the GDPR;

it applies active responsibility measures in accordance with Art.28.2.f. of the LOPD, including the technical and organisational security measures of Arts.32, 33 and 34 of the GDPR, all of which are appropriate to the risk of the operations carried out on the personal data, including, where appropriate on the basis of the risk presented by the processing and the service contracted: (a) pseudonymisation and encryption of personal data; (b) the ability to ensure the continuing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore availability and access to personal data promptly in the event of a physical or technical incident; (d) a process of regular verification, evaluation and assessment of the effectiveness of the technical and organisational measures to ensure the security of the processing; (e) the control of unauthorised access is ensured, with only authorised users having access to personal data; (f) the Controller shall be notified of personal data security breaches of which it becomes aware in sufficient time to enable the Controller to comply with the obligation to notify the security breach no later than 72 hours after the breach becomes known to the Controller;

- the measures and obligations for electronic communications services, regulated in the General Telecommunications Law in Arts. 58, 59, 60, 61, 62, 63, including among others, are in place: (a) Secrecy of communications; (b) Technical and managerial measures; (c) Retention and transfer of data by judicial authorisation; (d) Encryption procedures where relevant to protect information transmitted over electronic communications networks; (e) Integrity and security of communications;
- in compliance with Art.37 of the GDPR and Art.34.1.c. of the LOPDGDD has appointed a Data Protection Officer on the basis of his professional qualities and, in particular, his specialised knowledge of Telecommunications Law and data protection practice; as well as his ability to perform the functions indicated in Art.39 of the GDPR. This designation has been duly communicated to the Spanish Data Protection Agency (AEPD).
- if applicable to the processing due to the service provided, the conservation and blocking of traffic data will be carried out in compliance with Art. 5 of "Law 25/2007, of 18 October, on the conservation of data relating to electronic communications and public communications networks"; Art. 32.2 of the LOPDGDD; and Art. 61 "Law 11/2022, of 28 June, General Telecommunications Law". Call traffic data will be retained for twelve (12) months. However, the data are kept blocked, in application of the Data Protection Act, in order to make them available to Public Administrations (Spanish Data Protection Agency), Judges and Courts (Judicial Police) and/or for the attention of complaints about the processing of the data, or to contest the invoice or demand payment, for a further period of twelve (12) months. Twenty-four (24) months after the start of data processing (12 initial months based on Art.5 of "Law 25/2007, of 18 October, on the conservation of data relating to electronic communications and public communications networks" plus the following 12 months in which the data remain blocked based on Art.32.2 of the LOPDGDD and Art.42 LGT) the call traffic data will be deleted in application of Art.65 "Real Decreto 424/2005, de 15 de abril [Royal Decree 424/2005, of 15 April], approving the Regulation on the conditions for the provision of electronic communications services, the universal service and the protection of users".
- designation of Person of Contact (POC) for information security. The Data Processor, in the event of not being obliged to appoint a Data Protection Officer (Art. 34.1 of the "Ley Orgánica de Protección de Datos y Garantía de los Derechos Digitales" [Organic Law on the Protection of Personal Data and the Guarantee of Digital Rights]) shall appoint an Information Security Officer whose functions are to raise security awareness among employees, channel and supervise compliance with the security requirements of the service to be provided, carry out internal and external communications relating to information security, as well as manage any incidents that may occur within the scope of the provision of the service. In the event of a security incident, it shall notify the Controller as soon as possible, so that the Controller can comply with its obligations in the event of a security breach.
- the data in its possession will be transferred at the request of the Spanish State Security Forces and Corps and/or competent Spanish jurisdictional bodies, on the basis of the "Royal Decree of 14 September 1882, approving the Law on Criminal Proceedings": Art. 588b m "Identification of holders or terminals or connectivity devices"; as well as on the basis of the "Ley Orgánica 7/2021, de 26 de mayo sobre la protección de datos personales tratados para fines de prevención, detección, investigación y enjuiciamiento de infracciones penales y de ejecución de sanciones penales" [Organic Law 7/2021 of 26 May on the protection of personal data processed for the purposes of prevention, detection, investigation and prosecution of criminal offences and the execution of criminal penalties]: Art.7.

16. Quarter. INFORMATION ABOUT AIRE NETWORKS' WHISTLEBLOWING CHANNEL

Based on Art.24 of the "Ley Orgnica 3/2018 de 5 de diciembre de Protecci3n de Datos y Garanta de Derechos Digitales" [Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights] to comply with the internal complaints system implemented by AIRE NETWORKS for its active responsibility ("Accountability") in terms of data protection; as well as Art. 31bis.2.1o of the Criminal Code in order to comply with the internal complaints system implemented by AIRE NETWORKS for its "Criminal Compliance" in terms of crime prevention; AIRE NETWORKS hereby informs the CUSTOMER that it has implemented a complaints system or whistleblowing channel through the following e-mail address canaldenuncias@airenetworks.es and in the same terms the CUSTOMER may report, even anonymously, through the internal information system at: <https://www.airenetworks.es/compliance> the purpose of this website is to allow any of its CUSTOMERS who contract services with AIRE NETWORKS to inform AIRE NETWORKS of any acts or conduct that may be contrary to the General Data Protection Regulation or the LOPDGDD, or that may lead to criminal or illicit conduct.

Access to the data contained in this system is limited exclusively to those who, for AIRE NETWORKS, carry out the functions of internal control and compliance with data protection regulations. However, access to other persons, including disclosure to third parties, shall be permitted where necessary for the purpose of disciplinary action or legal proceedings, as appropriate.

The necessary measures have been taken to preserve the identity and guarantee the confidentiality of the data corresponding to the persons affected by the information provided, especially that of the person who brings the facts to the attention of AIRE NETWORKS, in the event that they have identified themselves, as they can make the complaint anonymously if they wish to do so. In the same terms, the CUSTOMER, its employees and authorised persons may report through the internal information system at: <https://www.airenetworks.es/compliance>.

16. Quinquies. REGULATION OF COMMERCIAL CALLS MADE BY THE CUSTOMER OR BY A THIRD PARTY ON BEHALF OF THE CUSTOMER ART.66 LGT

This Condition is applicable and mandatory for commercial calls addressed to recipients in Spain from 29 June 2023 onwards

16.Quinquies.1. Obligations of the CUSTOMER

1a.- In order to be able to make the commercial call, it will either have the prior consent of the recipient of the call, or it will do so based on the legitimate interest to carry out direct marketing actions on behalf of the advertiser or on behalf of the advertiser.

2a.- The CUSTOMER, in order to process the data (Collect the data of the recipient of the call) must:

a) Prior to the start of the commercial call campaign

a.1) When you are going to make commercial calls yourself, without the intermediation of call centres or third parties, you must comply with one of these two requirements:

a.1.1.- To have the express and unequivocal consent of the recipient of the call.

a.1.2.- To have a legitimate interest, in order to have a legitimate interest it is necessary to have had a previous relationship with the addressee of the call, having acquired services or products similar to those that you wish to offer them. If the contractual relationship with the called party is no longer in force and the called party has not made any interaction during the last year, no commercial calls can be made to that party.

In the case of having a legitimate interest, it is advisable as a preventive measure to filter the database with the Robinson List, either by subscribing to ADIGITAL for this purpose (All information at <https://www.listarobinson.es/empresas>), or by contracting lines that filter recipient numbers included in the Robinson List so that they are automatically discriminated against when making the commercial call.

a.2) If you are going to make commercial calls through call centres or third parties, they must comply with all these requirements:

a.2.1. The Call Centre or third party shall guarantee that, as Data Processor, it complies with all applicable data protection regulations, especially with the European "General Data Protection Regulation" (GDPR), the Spanish "Organic Law on Data Protection and Guarantee of Digital Rights" (LOPDGDD), Art. 21 of

the Spanish "Law of the Information Society and Electronic Commerce" (LSSI).

a.2.2. When the Call Centre or third party is located outside the European Union, it must have a Data Protection Representative in Spain (Mandatory by application of Art. 27 and Art. 3 GDPR).

a.2.3. If the Call Centre or third party uses its own database, it has the express and unambiguous consent of the recipients of the calls or, in the case of legitimate marketing interest, it has previously filtered the Robinson List by either of these two alternative means.

- Being able to guarantee that the database to be used has been filtered by the Robinson List (All information at <https://www.listarobinson.es/empresas>).

- Using another means that, when making the call through the contracted line, automatically discriminates those recipient numbers that are included in the Robinson List so as not to receive commercial calls (for example: contracting lines that filter recipient numbers included in the Robinson List).

a.2.4. When the CUSTOMER has adhered to the "Code of Conduct for the Processing of Data in the Advertising Activity of AUTOCONTROL, the Call Centre or third party shall be obliged not to carry out any commercial action, through the contracted telephone line, which violates the content of the same (It is advisable to attach to the contract with the Call Centre or third party, an "Addendum" with the Code of Conduct).

b) Once the commercial call is initiated, whether the CUSTOMER makes the commercial calls themselves, or whether it is a Call Centre or third party contracted for this purpose, all these obligations must be complied with:

b.1. The call shall always be made in accordance with Art.96.2 of the Spanish "Ley General para la Defensa de los Consumidores y Usuarios" ("Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias") ["General Law for the Defence of Consumers and Users" (Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users and other complementary laws)]; and on the basis of which, in no case shall the call be made before 9 a.m. or later than 9 p.m., or on public holidays or weekends; and always within the days and hours established in the "Code of Ethics of Telecommunications Operators", that is, from Monday to Friday except public holidays, in the Spanish timetable from 10 a.m. to 3 p.m. and from 4 p.m. to 9 p.m.).

b.2. Proceed to record the call as evidence, advising the recipient of the commercial or promotional nature of the call; and retain the recording of the call for 12 months.

b.3. Indicate the company on behalf of which the call is being made (Advertiser).

b.4. Whether the call is made on the basis of the consent of the called party,

b.4.1. obtain confirmation of the express consent, in a clear and unequivocal manner, from the recipient of the call, for the processing of his/her data for the purpose of gathering the information necessary to carry out the pre-contract, contract, or to receive additional commercial information, a commercial proposal or offer, etc.

If the recipient of the call objects during the call to receiving the commercial communication on the call itself, the caller will be thanked for his or her attention and the call will be politely terminated.

c) Before proceeding to collect personal data from the recipient

The CUSTOMER, or the Call Centre or third party -if applicable- (if the CUSTOMER has commissioned the commercial campaign), must comply with all these obligations:

c.1. Provide the recipient of the call with the mandatory data protection information (Art.13 GDPR or Art.14 GDPR), which must be included as "Legitimation for data processing":

a) When the call is made on the basis of the consent of the recipient of the call, "The legitimation for the processing of your data is the express consent of Art.6.1.a GDPR".

b) When the call is made on the basis of legitimate interest to carry out marketing actions, "The legitimation for the processing of your data is the legitimate interest of Art.6.1.f GDPR".

c.2. When the commercial action is entrusted to a Call Centre or third party, the latter must collect the data and/or store them taking into account the instructions provided by the Data Controller (CUSTOMER as the company entrusted with the campaign); as well as all the technical and organisational measures necessary for the security of the data.

The instructions of the Data Controller (CUSTOMER), depending on the geographical area in which the Call Centre or third party (if the CUSTOMER has commissioned the commercial campaign) is located, will be found,

a. when located in the European Union, in the "Contract for processing on behalf of third parties (Art.28 GDPR)" provided by the Data Controller (CUSTOMER).

b. when located outside the European Union, in the "Standard Contractual Clauses for the International Transfer of Data" (Art.46.2.c. GDPR)" provided by the Data Controller (CUSTOMER).

d) At the end of the commercial call, the CUSTOMER, or the Call Centre or third party -if applicable- (if the CUSTOMER has commissioned the commercial campaign), must comply with the following obligation:

d.1. When a recipient of the call has objected to receiving the commercial communication in the call itself, or has subsequently contacted the CUSTOMER as the advertising company or the Call Centre or third party that made the commercial call, to object to receiving commercial communications, it will be immediately included in an "Own call exclusion list" and the recipient number will be blocked to avoid the risk of further calls. The recipient who exercises his or her right to object to receiving commercial calls will be informed accordingly.

16.Quinquies.2. Information and documentation available

The CUSTOMER will have the following information and documentation to submit at the request of AIRE NETWORKS to meet requests for information from the Spanish Data Protection Agency (AEPD):

- Reason why the commercial calls were made from the telephone number reported or complained about to the receiving number.

- Documentary evidence of the consent of the recipient of the commercial call, or - if applicable - of the "balancing test" showing the existence of an overriding legitimate interest (legitimate interest to carry out direct marketing actions by the advertiser or on behalf of the advertiser on the basis of Art.6.1.f. GDPR).

- Source of the personal data (telephone number of the recipient of the commercial call) of the person concerned (Complainant), how this data was obtained, a screenshot of all the data associated with the telephone line and the owner of the receiving telephone line; as well as a copy of the documentation that can accredit the procedure for obtaining the data of the owner of the receiving telephone line, which was used in the commercial calls. In the event that the data of the named holder has been provided by a third party, indicate the date and physical medium on which it was received, as well as a printout of this data.

- Document justifying the deletion of the personal data for processing for advertising purposes, if applicable, or the blocking of the same for 12 months following the commercial call in compliance with Art. 5.1. of "Law 25/2007, of 18 October, on the conservation of data relating to electronic communications". The blocking of the data must be prior to the deletion of the data, which may be carried out after the mandatory 12 months of data retention.

- Procedure for exercising the right of objection (e-mail address, link provided for this purpose, etc.).

- Proof of the means used to exercise the right to object to receiving commercial calls (e-mail address, link provided for this purpose, etc.).

- Information on whether the owner of the telephone line to which the call is being made has ever contacted the COMMERCIAL or the advertising company to object to receiving commercial communications and, if so, whether he/she has been included in an "Own call exclusion list" and the recipient number has been blocked in order to avoid the risk of further calls.

- Privacy policy and information provided to the recipient of the commercial call (Art. 13 or 14 of the GDPR).

- Information on the existence of a contractual relationship with the advertising company or other entity due to which the calls were made. Copy of the documentation that can attest to this relationship, -if applicable-.

- Detailed specification of the identifying parameters of the recipients of the advertising campaign, indicating whether these were set by the company making the commercial calls or by the company that commissioned them, if applicable, the total number of recipients and the profile of these recipients, providing a copy of all the documentation that may prove it.

- Where the legal basis for making the call is not the consent of the recipient, i.e. legitimate interest, information on whether, at the time of the call, the Robinson List (<https://www.listarobinson.es/empresas>) was consulted and which lists were consulted.

Explain in detail how to access these lists and how they are consulted. This section is not necessary if the commercial call has been made with the consent of the recipient of the commercial call.

- When the legal basis for making the call is not the consent of the recipient, i.e. legitimate interest, a copy of the exclusion files used (Robinson List and/or List of the recipients of the calls who have objected to receiving this type of call) during the execution of the advertising campaign in which the calls are framed. If a copy of these files was not used, specify how you accessed them.

- Confirmation of the completion of the commercial call on the date and time indicated in the request.

16.Quinquies.3. Duration

The obligations of this 16.Quinquies condition will have the same duration as the other General Terms and Conditions of Contract; however, with respect to the information and documentation that the CUSTOMER undertakes to make available to AIRE NETWORKS or at the request of the Spanish Data Protection Agency, it will be kept for 12 months after the commercial calls have been made.