

## **GENERAL CONDITIONS OF THE CONTRACT:**

### **Contract of Provision of Internet-Access Services subscribed between Kubi Wireless S.L. (KUBI) and the user who contracts them**

1.- KUBI shall provide the USER having the EQUIPMENT (laptop or electronic agenda) and INTERNET-ACCESS WIRELESS CARD (hereinafter CARD), with wireless access Internet.

2.- The prices of the provision of services for Internet access will be those set forth in the present access page.

3.- There is no relationship or association of any kind between KUBI and any website or with the owners of the websites to which the USER accesses through the services provided by KUBI, therefore KUBI does not assume any responsibility for the content, functionality, utility, trustworthiness, exactitude or for the contents included in the webpages the USER connects to, which are websites belonging to independent companies having no association or relationship with KUBI.

KUBI cannot previously display any content included on any webpage, nor can it edit, suppress, change, eliminate, suppress, control, revise or restrict access to any content included on any webpage prior to its transmission to the USER, therefore KUBI does not guarantee that the contents of the webpages accessed through the services KUBI provides will be constantly updated, that they will be in keeping with the law, with morals, good faith and/or good conduct. KUBI does not guarantee their exactitude, legality, truth and/or exhaustiveness, or that they will be useful to the USER or that they will not contain any kind of error, consequently, KUBI does not assume any liability for any damage to the USER or any benefit the USER or any third party may fail to obtain unless they are solely and exclusively the fault of KUBI itself. Neither does it assume liability when the USER or the persons to whom he must answer are those who caused such damage, or else when the USER finds himself damaged due to any content, information, opinion, manifestation and/or datum to which the USER or any other third party accesses or acquires by means of any webpage to which he has accessed through the services provided by KUBI.

Although it will make every technical and organisational effort necessary, KUBI does not guarantee that the services provided will function with absolute, constant, reliable security and permanently, without delay or interruptions, so KUBI does not hold itself liable for any damages suffered by the USER or benefits he or any third party may fail to obtain due to them as also due to any circumstance of force majeure, fault or error in the communications lines, or to the faulty provision or breakdown of the Internet network.

KUBI shall not be liable for any damage caused to any USER or to third parties, either for earnings failed to be obtained by any USER and/or third parties, caused directly or indirectly by the use and/or access and/or connection to the Services provided by KUBI and/or webpages linked to it, thus not being liable for any damage caused to any USER and/or third parties, either for earnings failed to be obtained by any USER and/or third parties due to incorrect functioning, defects, faults and/or damage caused, total and/or partial, to all hardware, software and/or data programmes belonging to the USER and/or third parties, as also the loss, alteration and/or damage, total or partial, to information contained on magnetic supports, disks, tapes, diskettes and others belonging to the USER and/or third parties, as also computer viruses or of undesired alterations or changes to all information, documents, files, databases, hardware and/or software belonging to the USER and/or third parties.

KUBI shall not be liable for any damages and/or earnings failed to be obtained by any third party due to the use of his bank data without his consent by any USER who contracts the services provided by KUBI.

4.- The USER shall access and use the services provided by KUBI, refraining from carrying out, in any way or by any means, any kind of illegal action and/or omission that implies any kind of damage to KUBI, to third parties and/or other users, or that implies any damage and/or violation or attempt at damage or violation to KUBI'S system or infrastructure, as also its security system. In such cases KUBI shall be exempt from any liability, reserving itself the right, immediately and without prior notification, to restrict, prohibit, suspend, terminate and/or deny, temporarily or definitively, partially or totally, said USER or any third party who at KUBI'S criterion acts on behalf of the USER, access to the services provided by KUBI.

The USER is responsible for the truth and exactitude of the information and personal particulars supplied to KUBI when contracting the services provided by KUBI. KUBI shall not be liable in the supposition of falseness in the information and personal particulars supplied by the USER. In any case, the USER expressly declares to be over 18 years of age.

The USER shall be responsible for all the damage which either by deceit, negligence or fault he causes KUBI and/or the HOTEL in complying with this contract.

5.- To the effects laid down in article 5 of Law 15/1999, of December 13th on Protection of Personal Data, which regulates the right of information in data gathering, we inform you that your personal data supplied, always voluntarily by the USER, in order to contract the services provided by KUBI, shall be incorporated and processed in a file owned by KUBI with the purpose of being able to give, offer and transact the products and services contracted by the USER. Likewise, the USER provides his data in order to be able to receive information and advertising on KUBI'S products, services and offers. The USER has the right to access information concerning him contained in the file owned by KUBI, request its correction or cancellation, as also to oppose its processing, giving the pertinent notification to this effect, to the following electronic address: info@kubiwireless.com

6.- The parties to the contract, expressly waiving their own jurisdiction if it is different, submit, for the solution of any controversy deriving from the interpretation and/or execution of the present contract, to the Jurisdiction and Courts of the city of Barcelona, as this is the place of compliance with the obligation. The law applicable shall be the Spanish one.

KUBI WIRELESS, S.L.