

## CONDITIONS OF CONTRACT

The current Conditions of Contract are applicable to the provision of services and delivery of goods described here and offered by Anteco Systems S.L., (hereinafter, ANYTECH365), Spanish tax identification (CIF) number B-93311710 and with registered business address at Ctra. Nacional 340, km 189, Edif. Los Pinos núm. 3. Marbella, Malaga, Spain, Postcode 29.660, to individuals and legal entities (henceforth THE CLIENT) that express a desire to contract the services described within the current conditions of contract.

The acceptance of the current Conditions of Contract implies the creation of a contract between ANYTECH365 and THE CLIENT, with the latter confirming that they have sufficient and full legal capacity to enter into said contract.

### ONE.- SUBJECT OF THE CONTRACT

By accepting the present contract, it is agreed that ANYTECH365 will provide the services and/or delivery of goods contracted by THE CLIENT, among those described below, and THE CLIENT will meet the charges described for each of these:

#### ❖ **Installation, configuration and initial clean.**

This service is provided, and is required, prior to the remote technical support service and security solutions for devices connected to the internet and to the “Home Office” service (home-based office) and includes:

- Carrying out a professional system test to identify and eliminate potentially malicious files and operational irregularities, as well as the repair of these.
- Installation and configuration of software licenses included in the contracted service.
- System configuration and optimization.

This service will be charged at the following rates, according to the relevant currency in THE CLIENT’s country of residence:

EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
99	99	99	99	159	145	999	999	999

The charges mentioned above do not include Value Added Tax (VAT) or indirect equivalent tax, which will be applied as the agreement progresses in accordance with applicable regulations in THE CLIENT’s country of residence.

These taxes will be paid by THE CLIENT in advance unless another agreement has been made.

❖ **Remote technical service and security solutions for devices connected to the internet.**

This service will include the services described below, depending on the type of plan taken out:

A. Premium Plan:

- Remote technical support or assistance with the following specifications:
  - Business hours from Monday to Friday 10 am to 6 pm.
  - 2 hours per month of service from the technical team.
  - Response on the same day as the request is made.
- AnyTech365 Security Software included for the subscription period.
- AnyTech365 IntelliGuard Software included for the subscription period.

This service will be charged at the following prices, according to the relevant currency in THE CLIENT's country of residence and the duration of the contract:

Months	EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
6	150	170	150	170	240	214	1,200	1,500	1,500
15	300	340	300	340	480	434	2,400	3,000	3,000
36	450	510	450	510	720	654	3,500	4,500	4,500
60	600	680	600	678	959	855	4,600	6,000	6,000

B. Premium Plus Plan:

- Remote technical support or assistance with the following specifications:
  - Business hours from Monday to Friday 8 am to 9 pm.
  - 5 hours per month of service from the technical team.
  - Response within 3 hours of receipt of the request.
- AnyTech365 Security Software included for the subscription period.
- AnyTech365 IntelliGuard Software included for the subscription period.
- Subscription can be transferred to another device.
- Update guarantee.
- Installation and uninstallation of software.

- Updates and annual PC maintenance.

This service will be charged at the following rates, according to the relevant currency in THE CLIENT's country of residence and the duration of the contract:

Months	EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
6	200	225	200	225	320	284	1,600	2,000	2,000
15	400	450	400	450	640	584	3,050	4,000	4,000
36	600	675	600	675	959	855	4,599	6,000	6,000
60	800	900	800	900	1,279	1,156	6,000	8,000	8,000

C. Platinum Plan:

- Remote technical support or assistance with the following specifications:
  - Business hours from Monday to Sunday 8 am to 9 pm.
  - Unlimited number of service hours from the technical team.
  - Immediate response upon receipt of request.
  - Service provided by the same technician for the entire subscription period.
- AnyTech365 Security Software included for the subscription period.
- AnyTech365 IntelliGuard Software included for the subscription period.
- Subscription can be transferred to another device.
- Update guarantee.
- Installation and uninstallation of software.
- Quarterly updates and PC maintenance checks.
- VIP Treatment: preferential application for software and special offers.

This service will be charged at the following rates, according to the relevant currency in THE CLIENT's country of residence and the duration of the contract:

Months	EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
6	250	300	250	300	400	364	2,000	2,500	2,500
15	500	600	500	600	799	724	3,800	5,000	5,000
36	750	900	750	900	1,199	1,101	5,898	7,500	7,500

60	1000	1200	1000	1200	1,599	1,456	7,600	10,000	10,000
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Factors common to all the support plans described:

The charges outlined for each plan include the price of installation, configuration and initial clean.

The charges described for each plan do not include Value Added Tax (VAT) or indirect equivalent tax, which will be applied as the agreement progresses and in accordance with applicable legislation in THE CLIENT's country of residence.

The charges will be payable in advance, unless another agreement is made with THE CLIENT. ANYTECH365 may use its discretion to allow THE CLIENT to pay the charges in a number of installments, the number and amount of which will depend on the total price of the contracted service. In this case, a recurring monthly payment will be set up until the total charge for the contracted service has been paid according to a payment calendar as indicated by ANYTECH365 within the contract. Under this premise, and in the event that THE CLIENT does not make one or more payments on the agreed due date, the support plan initially contracted may be downgraded, in type and/or duration, to a lower priced support plan which conforms to the payment by THE CLIENT of the full fee to date in accordance with the price table described above.

THE CLIENT can upgrade the duration and/or type of their contracted support plan by paying the difference between the contracted plan and the new plan.

The support service will not be renewed automatically once the subscription has ended.

Whilst the contract is in force, any software used in the provision of the previously described services may be replaced by another that fulfills the same function and has similar features.

It is stated that the technical team at ANYTECH365 will only be able to provide assistance and support to THE CLIENT based on issues relating to the software on THE CLIENT's devices, but not for those related to the hardware or material elements, for which they will only be able to provide recommendations or potential assessment of their function.

❖ **“Home Office” service (Home-based office).**

This service will include the features described below:

- Remote technical support or assistance with the following specifications:
  - Business hours are 24 hours a day from Monday to Sunday.
  - Unlimited number of service hours from the technical team.

- Immediate response upon receipt of request.
- *AnyTech365 Security* included for the subscription period.
- *AnyTech365 IntelliGuard* included for the subscription period.
- *AnyTech365 SafeBrowse* included for the subscription period.
- Encryption of data traffic service. To enable this service, THE CLIENT will be provided with an *AnyTech365 SecureRouter* free of charge for the duration of the subscription period. This router will be sent to THE CLIENT's address and they will be provided with instructions for its installation and activation.

This service will be charged at the following rates, according to the relevant currency in THE CLIENT's country of residence:

Years	EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
1	594	741	594	714	1.194	954	4.740	7,140	7,140
2	1,099	1,199	1,099	1,199	2,005	1,700	8,599	12,799	12,599
3	1,499	1,599	1,499	1,599	2,674	2,320	11,499	17,299	16,399

The above prices include the cost of the installation, configuration and initial clean.

The charges described above do not include Value Added Tax (VAT) or indirect equivalent tax, which will be applied as the agreement progresses in accordance with applicable legislation in THE CLIENT's country of residence.

The charges will be payable in advance unless another agreement is made with THE CLIENT. ANYTECH365 may use its discretion to allow THE CLIENT to pay the charges in a number of installments, the number and amount of which will depend on the total price of the service contracted. In this case, a recurring monthly payment will be set up until the total charge for the contracted service has been paid according to a payment calendar as indicated by ANYTECH365 within the contract. Under this premise, and in the event that THE CLIENT does not make one or more payments on the agreed due date, the support plan initially contracted may be downgraded, in type and/or duration, to a lower priced support plan which conforms to the payment by THE CLIENT of the full fee to date in accordance with the price table described above.

THE CLIENT may upgrade the duration and/or type of their contracted support plan by paying the difference between the contracted subscription and the new subscription.

This service will be for a one-, two- or three-year duration, depending on the duration of the contract.

Once the one-year subscription has ended, it will be renewed automatically for periods of one year unless, before the date of renewal, THE CLIENT states that they do not wish it to be renewed.

Whilst the contract is in force, any software used in the provision of the previously described services may be replaced by another that fulfills the same function and has similar features.

It is stated that the technical team at ANYTECH365 will only be able to provide assistance and support to THE CLIENT based on issues relating to the software on THE CLIENT's devices, but not for those related to the hardware or material elements, for which they will only be able to provide recommendations or potential assessment of their function.

❖ **Sale of the *AnyTech365 SecureRouter* and encryption of data traffic service.**

Includes:

- A purchased *AnyTech365 SecureRouter* will be delivered to the postal address provided by THE CLIENT and it can be installed and activated using the instructions provided remotely by the ANYTECH365 technical team.

The specifications for the *AnyTech365 SecureRouter* are detailed below:

Technical name	MSR-AC-9000
CPU	Atheros Quad Core
Memory	DDR3L 256MB
Storage	32M Nor Flash
Frequency	2.4GHz, 5GHz
WIFI transmission rate	400Mbps (2.4GHz) + 867 Mbps (5GHz)
Protocol	802.11a/b/g/n/ac
Power input	12V/1.5A
Power consumption	<7W
Ethernet port	10Mbit / 100Mbit / 1 Gbit
Interfaces	1USB 3.0, 2Lan, 1WAN, 2 buttons

Dimensions, weight	116*116*37mm, 270g
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The purchase price for the Anytech365 SecureRouter will be as follows, depending on the currency applicable to THE CLIENT's country of residence:

EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
199	221	169	211.25	362.27	292	1,479	1,998.78	2,080

The purchase of the router will include a free encryption of data traffic service, maintenance and updating as described below for a period of 3 months.

The rates outlined do not include Value Added Tax (VAT) or indirect equivalent tax, which will be applied as the agreement progresses in accordance with applicable legislation in THE CLIENT's country of residence.

Charges are payable in advance unless another agreement is made with THE CLIENT.

- Provision of the security service consists of the encryption of data traffic processed through the router and continuous maintenance and updating to ensure its correct functioning.

The monthly service charge will be as follows depending on the currency applicable to THE CLIENT's country of residence:

EUR	USD	GBP	CHF	AUD	CAD	DKK	NOK	SEK
19.95	22.21	16.94	21.17	36.32	29	149	200	209

The charges outlined above do not include Value Added Tax (VAT) or indirect equivalent tax, which will be applied as the agreement progresses in accordance with applicable legislation in THE CLIENT's country of residence.

This service has a monthly duration and, once elapsed, it will be automatically renewed for periods of one month unless, prior to the renewal date, THE CLIENT states that they do not wish it to be renewed.

## **TWO.- ADDITIONAL OBLIGATIONS OF THE PARTIES**

With the aim of complying with the previously described contract, the parties will commit to comply with the following accessory or additional obligations:

ANYTECH365 commits to:

- Sending the invoice issued for the contracted services or goods and the conditions of contract accepted by THE CLIENT by email to the address supplied by THE CLIENT, as well as any changes to these conditions of contract or offer applied. In respect of this, THE CLIENT gives their consent to receive the invoice for the contracted service by email, in accordance with Article 9.2 of Royal Decree 1619/2012 of 30 November, by which the Regulation is approved and by which the invoicing obligations are regulated.
- Making THE CLIENT aware of any issue arising from payment of the contracted service as soon as these are known.
- Providing contracted services efficiently and diligently.
- Not making any inadequate use of the data accessed while providing the contracted service.

THE CLIENT commits to:

- Rectify, within a period of 24 hours, any issue regarding the payment of the service with their bank or the method of payment used, bearing the legal costs, charges and interests that may be generated through the lack of, or delay, in payment.
- With prior authorization from THE CLIENT, allow ANYTECH365 personnel any access which is necessary to enable ANYTECH365 to provide the contracted service, remote access to their systems and equipment and, as a result, to the information contained in them.
- Diligently follow the instructions provided for the correct provision of the service by the ANYTECH365 team. The services provided require the installation and implementation of tools in THE CLIENT's systems, for which ANYTECH365 personnel will require THE CLIENT's collaboration to correctly carry out the provision of the service.
- Accept the terms and conditions of use for the software and/or hardware that requires installation in the equipment as part of the ANYTECH365 service, or to allow the ANYTECH365 personnel to accept this remotely on their behalf.
- Not to use the contracted service for any inappropriate, fraudulent or illegal practice.
- Maintain their contact information at ANYTECH365 up to date while the contract is in force, by communicating any change in this.

### **THREE.- WAIVER AND CANCELLATION OF THE CONTRACT**

#### **Right to waiver and reimbursement**

THE CLIENT will have the right to waive the contract, without justified cause, within a period of 14 calendar days starting from the date of acceptance of the contract and the start of the contracted goods or service. In order to do this, the form which is available for this purpose on the ANYTECH365 website ([www.anytech365.com](http://www.anytech365.com)), should be completed and returned.

If during the contract period transacted by THE CLIENT there is a requirement to return any type of hardware (such as the AnyTech365 SecureRouter), this should be sent by THE CLIENT, who will be responsible for the postage costs, to the address provided by ANYTECH365.

The resulting reimbursement to THE CLIENT will be processed within 14 calendar days from the day that the request for reimbursement is received or, if applicable, from the date that the returned hardware is received by ANYTECH365.

The following costs are non-refundable:

- The full cost of the installation, configuration and initial cleanup service, if this has been provided prior to the waiver and reimbursement request.
- The full cost of the proportion of time elapsed and made use of between the start of the contract and the waiver request. In this sense, this will be understood as the amount of time that has passed and the time during which THE CLIENT would have had access to the support service, whether or not they made use of this.
- The cost of the router, should this be returned damaged or unusable.

#### Termination and cancellation of contract

Either party may request the termination of the contract in the event of non-compliance with any of the obligations stipulated in this document by the other party. THE CLIENT can initiate termination of the contract by completing and sending the form available for this purpose on the ANYTECH365 website ([www.anytech365.com](http://www.anytech365.com)).

Through this form THE CLIENT can state their wish not to renew any subscriptions that include automatic renewal once the current subscription has ended.

In the event of non-compliance by THE CLIENT, the termination may be proposed by ANYTECH365 via email to the address provided by THE CLIENT in the contract.

#### **FOUR.- LIABILITY**

ANYTECH365 will not be liable for any damages that may occur to THE CLIENT's equipment as a consequence of not having sufficiently or correctly followed the instructions provided by the technical personnel at ANYTECH365, or due to any deficiency in the provision of the service which is due to external causes and is not attributable to ANYTECH365, such as power cuts to electricity, interrupted internet connections, shortcomings in THE CLIENT's equipment, interruptions in remote connections for software, etc.

Nor will they be responsible for any interruptions to services by ANYTECH365 subcontractors, who will attempt to correct these as quickly as possible or, if applicable, substitute them with similar services.

## **FIVE.- PERSONAL DATA PROTECTION**

THE CLIENT gives their consent for ANYTECH365 to treat their personal data in accordance with the specific purposes outlined in the privacy policy which is available on the website [www.anytech365.com](http://www.anytech365.com), including for the purpose of carrying out the present contract.

THE CLIENT has the right of access, rectification, cancellation, opposition, limitation of treatment, and portability in accordance with the terms and conditions stipulated by the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and 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 its regulation on development. In order to exercise any of these rights, THE CLIENT should send their request via the online form that is available for this purpose on the website [www.anytech365.com](http://www.anytech365.com), attaching a photocopy of their national identity document to this request.

## **SIX. – TRANSFER OF THE CONTRACT**

ANYTECH365 reserves the right to transfer the rights and obligations arising from the Contract to the individual or legal entity that it deems appropriate, assuming all the rights and obligations deriving from it, nevertheless it must communicate this point to THE CLIENT.

THE CLIENT cannot assign or transfer the rights and obligations derived from the present Contract without the prior written consent from ANYTECH365.

## **SEVEN.- COMMUNICATIONS**

All communications and notifications that need to be made between the contracting parties relating to modifications of the current contract will be made by email.

In particular, THE CLIENT will communicate with ANYTECH365 in relation to this by completing and sending the form available for this purpose on the ANYTECH365 website ([www.anytech365.com](http://www.anytech365.com)). ANYTECH365 will send its communications to the email address provided by THE CLIENT during the contracting process.

There is an online complaints and claims form available for THE CLIENT on the website and a hard copy of the form is available from the ANYTECH365 offices located at:

- Ctra. Nacional 340, km 189, Edif. Los Pinos núm. 3. Marbella, Málaga, Spain, Postcode 29.660.
- Avenida Isabel Manoja número 3, Edificio las Dalias, segunda planta, Torremolinos, Málaga, Spain. Postcode 29.620.

## **EIGHT.- APPLICABLE LAW AND JURISDICTION**

The present conditions of contract are governed by Spanish legislation. The Courts and Tribunals of Malaga will be competent for any litigation arising from the current contract.

For any dispute that may arise in relation to compliance with the current contract, the parties agree that they will attempt to reach an amicable agreement in good faith prior to the use of any other means of conflict resolution.