



Spark

T E L E C O M M

RIGHTS LETTER

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**LETTER OF MINIMUM RIGHTS OF USERS OF HEALTH SERVICES
TELECOMMUNICATIONS**

You have the right to:

1. Choose the benefit, provider, equipment, or device you want to contract.
2. Choose the package, plan, rate, and payment method without requiring you to contract additional services.
3. Choose whether your consumption will be free or controlled in the postpaid scheme.
4. Choose whether or not you want to receive advertising calls from your provider.
5. Choose the care system that the provider has to file your complaint, report service anomalies, ask questions, cancel services, or any related procedure.
6. They inform you of the attributes of the contracted rate, plan, or package.
7. That they inform you conspicuously and visibly of the total amount to pay for the service or product offered to you.
8. They inform you of the terms and conditions of the adhesion contract before signing it and the requirements and procedures for contracting the services.
9. That they inform you of the services' conditions, rules, limits, restrictions, and policies.
10. Be informed of the rights you have as a user of telecommunications services.
11. May they give you this Bill of Rights.
12. Let them inform you of the guaranteed Internet speed.
13. Be informed of your balance and its validity for free, as well as promotions and terms of use.
14. Be informed of the means by which you can recharge and check your balance.
15. That they inform you of the options of the plans or packages of controlled and free consumption hire a postpaid service.
16. They inform you by message that you are about to consume what is included in your plan or package in the open postpaid scheme.
17. That they inform you of the cost of additional charges in case you exceed your consumption hired.
18. Be informed if the equipment you purchase is locked and how to unlock it.
19. That they inform you if you require a particular device to access the service, or if you already have one, if it has the minimum characteristics necessary to receive it.
20. That they inform you of the location of the provider's offices or service centers and the means to file complaints.
21. That they inform you, free of charge, of your exact consumption with cut-off date and time.
22. That they inform you if you acquire equipment financed: the total cost, the monthly payment, the details of any additional charges, interest, number of payments to be made, the option to pay it early and the right to unblock it.
23. That they inform you of the expedited procedures, conditions and mechanisms to request the suspension and/or cancellation of the service.
24. That the IMEI of the terminal equipment be blocked in case of theft and/or loss.
25. Be informed prior to contracting additional services: the cost, characteristics and mechanisms to cancel them.

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26. That they inform you where you can consult the privacy notice, which must clearly establish the way in which they will use your personal data.
27. That they inform you through the packaging that contains your chip or terminal equipment: the Internet page where you can consult the adhesion contract that applies to you and, where applicable, the cover, the mechanisms to express consent, the mechanics activation of the service and acceptance of the terms and conditions, in the prepayment scheme.
28. That the contract and its cover be in Spanish, with characters legible at a glance, as well as and contain the object of the contract, the main characteristics of the service contracted and the applicable conditions, which must be equitable and non-discriminatory.
29. At the time of contracting, you are presented with the cover page of the adhesion contract and given it to you in writing.
30. That the adhesion contract and its cover be available on your provider's website, as well as contain, at least: the description of the service you will contract, the obligations of the parties, the terms and conditions under which they will be provided. , registered rates, conventional penalties, termination and modification cases, available means of customer service and their schedules.
31. That they inform you of the business days and hours to carry out the installation when required, which should not be longer than 10 (ten) business days.
32. That your supplier inform you of the existence of the guarantee that you have granted, as well as the mechanism for its return.
33. Demand forced compliance with the adhesion contract in accordance with what is contracted or implicit in the advertising or published information.
34. That within a period of no more than 5 (five) business days, your service provider confirms what you have contracted verbally or electronically.
35. That they inform you at least 15 (fifteen) calendar days in advance of any change to the adhesion contract.
36. That any change in the agreed terms and conditions be made only with your express consent.
37. That they notify you of the change to the originally signed adhesion contract for a new one prior to your express consent.
38. The term, price or rate should not be modified when you contract for a mandatory term, unless it generates a profit.
39. Demand forced compliance with the adhesion contract when you do not agree with the changes or modifications made by the supplier in the postpaid scheme.
40. Terminate (cancel) the adhesion contract without any penalty when you do not agree with the changes or modifications made by the supplier, within 30 (thirty) calendar days following the notice of the change or modification of the adhesion contract, in the postpaid scheme and, consequently, you are entitled to the corresponding bonus.
41. Change your package or plan in advance or cancel the contract, paying, if applicable, the remaining cost of your equipment or any additional charges that may be generated.
42. That the adhesion contract is authorized and registered with PROFECO and subsequently registered with the IFT.
43. That the adhesion contract has clear, fair and equitable conditions.
44. That your adhesion contract establishes the validity.

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45. That in the prepayment scheme, they do not impose a mandatory deadline.
46. That in prepaid mobile services, the unconsumed balance on the date of purchase expiration, you will be paid in the recharges that take place within the year following said date.
47. That you be informed about the requirements and procedures for cancellation, and about any charges that may be generated by early termination of the contract.
48. Terminate the contract early at any time.
49. Receive a folio or record when you cancel the service.
50. In the postpaid scheme, terminate the adhesion contract when it concludes the mandatory period without penalty and without the need to obtain authorization from the supplier.
51. That in the postpaid scheme, they communicate to you reliably and with at least 30 (thirty) calendar days in advance, the end date of your mandatory term.
52. Refuse to install or activate the service if the provider's staff refuses to identify yourself or show the work order without any responsibility for you.
53. Cancel your contract if the provider does not install or activate the service within the agreed or established times and upon return of the total amount paid as an advance, deposit, installation or rent, within ten days of your cancellation request.
54. In the prepaid scheme, the contract describes the general functioning of the life cycle of the assigned number.
55. That the penalties for early termination and temporary suspension of service due to non-payment established in the adhesion contract are reasonable, reciprocal, equitable and proportional.
56. That the conventional penalty for early termination of the contract does not exceed the unpaid amount of the main obligation.
57. That you are informed prior to contracting additional services provided by third parties: that the responsibility for providing said service is exclusive to the third party; that the charges will be charged to the supplier's invoice, as well as the mechanisms available for canceling the service.
58. Have additional services canceled within 5 (five) calendar days after your request.
59. That when you renew your service contract and do not purchase new equipment, the payment will only consist of the rates for the services you renew.
60. That they respect the contracted, offered or agreed price or rate and that it coincides with that registered with the IFT.
61. That the price is not unjustifiably increased due to natural, meteorological phenomena or health contingencies.
62. That improper charges or payments made in excess be returned to you within 5 (five) business days following the claim.
63. The bonus or discount for failures in the service or improper charges attributable to the supplier.
64. Compensation and bonus when your supplier does not provide you with services as contracted, implicit in advertising or for reasons attributable to the supplier.
65. Request and obtain the unlocking of the terminal equipment for free without requiring greater requirements than your request, when the validity of the contract ends or its cost has been settled or the initial contract period expires and they must provide you with the unlocking key. .
66. Change your telephone company for free while keeping your number.
67. Request and receive your Confirmation PIN to carry out the portability.

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68. That the portability be carried out within 24 hours following your request or within the next 5 (five) business days if you decide so.
69. When requesting number portability, the phone service is automatically cancelled.
telephony, but not the other services you have contracted.
70. Receive payment of the conventional penalties provided for in the contract, in the event that the portability deadlines are met.
71. Access the information system to consult your portability procedure and that the provider gives you the information necessary for the consultation.
72. That when you carry out your portability, your previous provider does not contact you to retain you or offer you their services.
73. Cancel portability at any time, or, if it is not carried out, the Cancellation must be without any penalty.
74. To request portability even if you have debts, but it does not exempt you from paying them and covering the penalties that apply, as well as to return equipment that is not your property.
75. That your number is not ported without your consent and if this has occurred, ask your provider to recover your number within 15 (fifteen) days business days following the date on which it was carried.
76. Receive guidance to port or recover your number.
77. When you have canceled your service, you recover your telephone number within 40 (forty) calendar days, to do so, you must go to your new supplier.
78. Make service address changes while keeping your number, as long as the provider has coverage.
79. That they inform you if the terminal equipment you own or that provided to you is approved in accordance with the applicable legal provisions.
80. A warranty on the terminal equipment provided by the supplier, of no less than 90 (ninety) days.
81. That the warranty policy be issued to you in writing in a clear and precise manner at the time of delivery of the terminal equipment.
82. That they inform you if the warranty period is less than the mandatory period, and if the equipment fails outside the warranty period, they must indicate the process to repair it.
83. The time it takes to repair the equipment should not be deducted from the warranty.
84. Have your warranty renewed when your equipment is replaced.
85. Have your payment for the contracted service suspended during the inspection and repair of the equipment.
86. That the supplier is responsible for repairs, when they provide you with the equipment on lease or loan.
87. The restitution of the good, the termination of the contract or the reduction of the price, and in any case, the bonus or compensation, when the terminal equipment has defects or hidden defects that make its use inappropriate.
88. That suppliers provide you with services without establishing privileges or distinctions with respect to other consumers in the same coverage area and under the same contracting conditions.

89. That they do not discriminate against you based on ethnic or national origin, gender, age, disabilities, social condition, health conditions, religion, opinions, sexual preferences, marital status or any other that violates the human dignity and aims to nullify or impair the rights and freedoms of people.
90. Receive care and advice on equal terms with other users regarding the use of services.
91. Access mechanisms that allow you to sign contracts, disagreements or other documents without requiring your handwritten signature, such as obtaining the assistance of a third party.
92. That the provider's facilities have adaptations and trained personnel to care for people with disabilities.
93. That your provider's customer service centers have accessibility elements.
94. Know the conditions of the contracts and the rates of the services in formats with accessibility features through the providers' Internet pages or by email.
95. Ask your service provider to provide you with your account statements with accessibility features.
96. That the Internet portals of the service providers have accessibility functionalities.
97. That suppliers have terminal equipment with accessibility functionalities for people with motor, visual and hearing disabilities.
98. That suppliers have a catalog of terminal equipment with accessibility functionalities for people with motor, visual and hearing disabilities, and once you have requested it, they provide you with the equipment of your choice within 15 (fifteen) days following skills.
99. That the provider protects your personal data in accordance with applicable laws.
100. That the provider makes available to you, by any means or technology that allows it, the Privacy Notice indicating what data it collects from you and for what purposes it will be used and indicating where you can consult it.
101. That only with your consent will your information be transferred to third parties.
102. That only with your consent will you be able to receive calls from your provider to promote additional services to the contracted one, packages, new plan or product, your own or third parties, as well as third party advertising.
103. That the information and advertising provided to you must be clear, verifiable, complete, truthful, and must not lead to errors or confusion.
104. That advertisements for promotions and offers of services indicate conditions, duration or volume of the services offered.
105. Receive quality services in accordance with the parameters established by the IFT or, where applicable, those implicitly offered or contracted, which cannot be lower than those defined by the IFT.
106. That services are provided to you with the quality parameters defined by the IFT.
107. That in Internet services the advertised speed does not refer to maximum speeds but to the average speed during times of high demand.
108. Access without limitation, degradation, restriction or discrimination to content, applications or services offered by the provider, within the applicable legal framework.
109. That your provider does not obstruct, interfere, inspect, filter or discriminate content, applications or services.
110. That your provider protects your communications, as well as the data that identifies them, must guarantee their confidentiality and privacy.

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111. Receive the capacity, speed and quality that you contracted regardless of the content, origin, destination, application or service provided to you through the Internet.
112. That your provider delivers to you free of charge, in an itemized manner, your invoice, account statement, receipt or proof of telecommunications services and, where applicable, of the terminal equipment purchased.
113. That the statement of account, receipt and/or invoice that the supplier gives you is broken down into what corresponds to your consumption, bonuses or returns, and when you acquire a terminal equipment in cash or financed, the purchase must be included in the invoice. of said equipment.
114. That in the postpaid scheme, you can consult the invoice, account statement, receipt or voucher, by any means agreed upon with the supplier, and the supplier must send it at least 10 (ten) calendar days before the payment date. and you will not be able to modify the billing cycle without prior notice.
115. In the prepayment scheme, the supplier informs you where to consult the account statement or consumption details. The delivery of the account statement is at your request.
116. That they notify you before the suspension of your telecommunications service and the reason why it is suspended.
117. That the provider does not suspend the main Telecommunications service due to non-payment of additional services.
118. That the telecommunications service not be interrupted or suspended if a complaint is being processed.
119. That the amount for the service not provided be returned to you and a bonus of at least twenty percent when you are up to date with your payments and the provider improperly suspends the service.
120. That the provider restores the telecommunications service within a maximum period of 48 hours after you have made the payment or a maximum of 72 hours when reconnection requires technical personnel, in case of suspension due to non-payment.
121. That the provider offers you the option of charging per second, per minute, per event, per capacity or any other modality for services measured by duration of communications.
122. Access an expedited mechanism to report the theft or loss of your equipment and to report the duplication of the IMEI of your equipment, so consequently you have the right to request the suspension and/or cancellation of the service, as well as the blocking or suspension of the IMEI; this in the case of mobile devices.
123. Check if a mobile terminal equipment is reported as stolen or lost and therefore should not be activated on any of the operators' networks.
124. You will not be charged for the service during the 10 (ten) calendar days following your report of theft or loss, as long as you do not use it.
125. Access the 911 emergency number for free.
126. Free access, 24 hours a day, every day of the year, to the supplier's telephone or electronic customer service system.
127. That when you choose to speak with a supplier representative in the telephone service systems, the waiting time for them to assist you does not exceed 60 seconds.
128. Be informed of the procedure and status of the procedures you have carried out with the provider, and the average and maximum service times must be respected.

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129. Receive care from properly trained personnel and have the provider guarantee that the information and guidance you require is accurate.
130. That the provider gives you a record or folio of the claims, requests or procedures you present.
131. That the provider resolve your complaint within a period of no more than 15 (fifteen) calendar days when it is entered into any of its care systems.
132. Receive free of charge the signals of the Open TV channels that are broadcast within your geographical coverage area and the signals of the channels transmitted by Federal Public Institutions, if your service is pay television.
133. That providers block the content, applications or services that you request.
134. That providers provide you with a parental control service upon your request.
135. The protection and representation of PROFECO and the IFT to ensure that your rights are respected.
136. That PROFECO promotes, protects, advises, defends, conciliates and represents you against your supplier when you file a complaint or report for non-compliance with any of the clauses contained in the adhesion contract.
137. You have the right to file a complaint with the IFT for failures in the quality of services or non-compliance by operators.
138. Be represented in a collective action in the event of non-compliance by a supplier.

WELCOME



55 3238 3885



sales@sparktelecomm.com



sparktelecomm.com