



CONTACT

TELEPHONE:
+34636278515

WEB:
www.gladtolink.com

E-MAIL:
soporte@gladtolink.com

This document compiles the terms and conditions governing access to this Website and the contracting of GLADTOLINK Services. It consists of the following sections:

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- 4) CONDITIONS OF USE
- 5) CONTRACTING SERVICES
- 6) BILLING
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- 9) SECURITY
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BY USING OUR WEB SITE OR OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, SO PLEASE READ THESE TERMS CAREFULLY.

Legal terms and conditions

This document compiles the terms and conditions governing your access to this Site and your use of the GLADTOLINK Services.

Your use of this Site and the services provided on this Site constitutes your full acceptance of these terms and conditions and constitutes a legally binding contract between you and us. We reserve the right to change, modify, add or remove any part of these terms and conditions at any time.

The mere access to this Web does not imply in any case the existence of a commercial relationship between the user and the Web.

ACCESS TO THE WEB AND
CONTRACTING OF
SERVICES

CONTACT

TELEPHONE:

971 10 23 80

WEB SITE:

www.gladtolink.com

EMAIL:

soporte@gladtolink.com

I. GENERAL TERMS AND CONDITIONS

INTRODUCTION

The owner of the Website and provider of the services that can be contracted on the same is the entity ILLA DOCS, S.L., (hereinafter "We" or "GLADTOLINK"), an entity incorporated under Spanish law and registered in the Commercial Register of Palma de Mallorca, Volume 2619, Book 0, Folio 175, Page PM 70936 Entry 8, with registered office at ASIVAL Street, 16-18, 07011 Palma de Mallorca, Balearic Islands, Spain and CIF B57782872.

In addition to our registered office, we offer you the following channels to address your requests, questions or complaints:

- Web contact form
- General information: info@gladtolink.com
- Technical support: soporte@gladtolink.com

2. DEFINITIONS

For the purposes of these Terms and Conditions, the following terms shall have the meanings set forth below:

- "Services" refers to the services provided by GLADTOLINK that are the object of contracting by the Clients, whether they are Business Clients or Individual Clients.
- "Client" refers to legal entities or individuals who have contracted the services offered by GLADTOLINK from its website.
- "Business Client" refers to those Clients who have contracted the Services for professional purposes.
- "Private Client" refers to those Clients who have contracted the Services for personal purposes.
- "Users" refers to any person who uses GLADTOLINK's Services, whether they are Clients or Users registered by them.
- "Website" refers to the website www.gladtolink.com.

- "Platform" or "Gladtolink Platform": used to refer to the collaboration tool accessible by Clients and Users. The Gladtolink Platform is offered as a service, under the "Software As A Service" modality.
- Content/s" refers to the content stored on the Gladtolink Platform by Users.

3. REPRESENTATIONS

You represent and warrant that:

- a) That you are of legal age.
- b) That you understand and understand all of the conditions found on the Website.
- c) In the event of contracting our Services, that you have full capacity to contract such services, as well as, in the event of acting on behalf of the Client, to bind the Client under the terms provided for in these Terms and Conditions.
same in the terms foreseen in the present conditions.
- d) That the data provided in the contracting process are true and complete.

4. CONDITIONS OF USE

Customers and Users agree to use this Website and the Services in a lawful manner, in accordance with the provisions of these conditions and in a manner that does not cause damage to the rights or interests of GLADTOLINK or third parties. By way of example and in no way limiting or exclusive, you agree in particular to:

- Not to engage in activities that are illegal or contrary to public order or good faith;
- Not to attempt to access, modify, manipulate and, where appropriate, use the accounts of other Users;
- Not to use the data published on the Website or on the Gladtolink Platform to send unsolicited communications (spam).
- Not to introduce or disseminate on the Website or on the Gladtolink Platform illegal content or content of a racist, xenophobic, pornographic or terrorist nature, or content which violates human rights or the rights of minors;
- Not to carry out actions that involve or entail a violation of the intellectual property rights of GLADTOLINK or third parties;
- Not to cause damage to the physical and logical systems of GLADTOLINK, its suppliers or third parties;
- Not to introduce or spread in the network computer viruses or use any other physical or logical systems that are likely to cause the aforementioned damage.
- Not to remove, alter, evade or manipulate any protection device or security system installed on the pages of this website or on the Gladtolink Platform.

To pass on these obligations to Users who may access or are associated with their account.

6.CONTRACTING OF GLADTOLINK SERVICES

- Services to be contracted: The services to be contracted are those detailed in the particular conditions stipulated on the page from which the contract is requested or formalized. These particular conditions together with these general conditions and our privacy policy must be

accepted by the Customer before formalizing the contract. The contract may be validly formalized in Spanish and in the other languages available on the web. In case of discrepancy between the translated versions of these conditions, the Spanish version shall prevail.

- Financial conditions: The conditions, the price of the Services and the methods of payment accepted, are those contractually determined between Gladtolink or any of its Certified Partner Network and You.
- Parties: The contract shall be entered into between You or the Client on whose behalf You are acting and GLADTOLINK.
- Contracting process: The use of the Services requires your registration on our Platform, as well as, depending on the type of account contracted, the payment of the corresponding fee by means of the payment method agreed between the Client and its corresponding partner or, failing that, Gladtolink.
- Confirmation: Once the contracting process has been completed, the Customer will receive an e-mail confirmation of their registration with the Service and will have a maximum of one month in which to contract a paid subscription.
- Gladtolink reserves the right to delete all accounts registered free of charge which have exceeded one month from registration and which have not formalized a paid subscription, without prior notice.

6. BILLING

The Customer expressly accepts to receive the invoices corresponding to the charges for the contracted Service electronically by means of an electronic invoice.

7. PROMOTIONS

Promotions and offers will only be valid for as long as they remain accessible to the recipients of the service.

8. CONTENT

Under the regime provided by Art. 16.1 of Law 34/2002 of July 11, services of the information society and electronic commerce, GLADTOLKINK is not responsible for the information stored on the Platform at the request of the Users, being the Customer solely responsible for the legality of the Content that he or the Users that it has discharged stored on the Platform. Likewise, under no circumstances shall GLADTOLKINK assume any responsibility for the exchange of such Content between Users or with third parties. The Client or, where appropriate, the Users retain full ownership and intellectual property rights over their Content, and may delete or download it to their terminals or at any time.

9. SECURITY

The Gladtolink Platform uses Microsoft Azure infrastructure, hosted on Microsoft servers located in Europe. Details of the security measures implemented by Microsoft Azure on the Gladtolink Platform and the Users' Content can be consulted at the following links
Users can be consulted at the following links:

<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=10146>

The Client understands and accepts that GLADTOLINK does not guarantee that the security measures implemented on our Platform meet its expectations or that they are sufficient to comply with its obligations in accordance with the regulations applicable to its activity. It is

the sole responsibility of the Client to verify that the aforementioned measures are adequate to their needs.

10. INTELLECTUAL PROPERTY

The Gladtolink Platform is offered as a service and is not licensed. Without prejudice to the Content provided by the Users themselves or to which third parties hold intellectual property rights, the intellectual property rights to the Website and the Gladtolink Platform (including but not limited to source code, API's, design and navigation structure and images, sound, audio, video or text; trademarks or logos, color combinations, etc.) are owned by GLADTOLINK, which has exclusive rights to exploit the same in any form whatsoever and in any form whatsoever.) are owned by GLADTOLINK, who has the exclusive rights to exploit them in any form, and in particular the rights of reproduction, distribution, public communication and transformation, as provided by the current Intellectual Property Law.

The reproduction, distribution and public communication, including making available, of all or part of the Website or the Gladtolink Platform in any medium and by any technical means, without the authorization of GLADTOLINK or, where appropriate, of the third parties that hold the intellectual property rights or copyright over the content affected, are expressly prohibited.

Provided that the Client complies with the obligations of this agreement, it may indicate on a product or service, which it has created, that it has used or relied on the Services provided by GLADTOLINK provided that these products or services, in the reasonable opinion of GLADTOLINK, (1) do not damage, infringe or alter its trademarks (2) do not violate applicable laws, and (3) do not infringe the rights of third parties. If the user wishes to use the trademark of ILLA DOCS S.L. or Gladtolink and/or its logo in any way, he/she must first obtain the written consent of GLADTOLINK.

Users must refrain from deleting, deactivating, altering, evading or manipulating any protection mechanism or security system included in the Gladtolink Platform.

Nor should they reverse engineer, separate, disassemble or create derivative works of the Gladtolink Platform.

Nothing contained herein shall be construed, expressly or impliedly, as transferring any right, license or title to you, except as expressly granted hereunder.

11. PASSWORDS

Passwords to access User accounts are personal, confidential and non-transferable. Users are solely responsible for maintaining the confidentiality and security of their account, assuming exclusively the consequences of any kind with respect to the activities carried out through the same. The Users agree to immediately notify GLADTOLINK of any breach of security of their account.

12. RELATIONSHIP WITH THE USERS ASSOCIATED WITH THE CLIENT'S ACCOUNT

The Client will be exclusively responsible for the relationship between the Client and the Users that he/she wishes to associate to his/her account, accepting that the administration of such Users will be his/her responsibility, especially with regard to the registration and cancellation of such Users, as well as compliance with all regulations applicable to such relationship, especially with regard to the regulations on the protection of personal data. The Client shall be responsible for controlling who may access the Content stored in its account or use any GLADTOLINK Service on behalf of the Client.

All judicial or extrajudicial expenses, penalties and compensation arising from the defense of GLADTOLINK in a claim, disciplinary proceeding or lawsuit for breach by the Client of the obligations imposed by the regulations in force or as a result of the use of the Services by Users that are

The Client expressly agrees to indemnify GLADTOLINK against any consequences of any kind arising from such breaches, as well as to indemnify GLADTOLINK for any damages suffered by GLADTOLINK as a result of such breaches.

13. PROTECTION OF PERSONAL DATA

Customers and Users consent to the processing of their personal data to the extent and under the terms indicated in our privacy policy, such policy also being incorporated into these conditions by reference.

Our privacy policy is available on the "home page" of the Web.

In said policy, you will find information on how to exercise your rights of access, cancellation and rectification of your personal information, as well as the right to oppose its processing.

DEFINITIONS: The concepts of "personal data", "processing", "pseudonymization", "controller" or "controller", "processor" or "processor", "personal data security breach", "activity log", "impact assessment", "supervisory authority" and "third party" shall have the definition established by Regulation (EU) 2016/679 (GDPR). For the purposes of this clause, the following capitalized expressions shall have the meaning set forth below:

- Data Protection Regulation: refers to the GDPR or any other European or Spanish regulation that comes to complete, update or replace the same, as well as, insofar as they are applicable to the parties, to personal data regulations in force in their respective legal orders.
- Processing: Refers to the processing activities carried out by the Data Processor on behalf of and for the account of the Controller.
- Data Controller or Controller: Refers to the Client.
- Data Processor or Processor: Refers to GLADTOLINK
- Personal Data or Data: Refers to the personal data that are the subject of processing by the Controller.
- Security Breaches or Breach: Refers to a breach of security of personal data.
- EEA: Refers to the European Economic Area. **COMPLIANCE WITH THE APPLICABLE REGULATIONS ON THE PROTECTION OF PERSONAL DATA:** Both parties, separately considered, undertake to comply with the obligations imposed by the Data Protection Regulations.

DUTY OF INFORMATION: Those who intervene on behalf of the parties, or in their case directly as individuals, are informed that their personal data will be processed by each of them for the management and control of this contractual relationship. The legal basis of the treatment is the execution of this contract and the fulfillment of legal obligations. The data will not be transferred, unless required by law or to other companies of the group to which the parties are integrated for administrative purposes. The data will be kept for the duration of the legal relationship and in any case for the periods provided for in the applicable legal provisions and for the time necessary to meet any liabilities arising from the processing. Data subjects have the right to request access to their data, rectification, erasure or portability, restriction of processing, to object to processing and to lodge a complaint with a supervisory authority.

GENERAL CONDITIONS APPLICABLE TO THE PROCESSING ORDERS:

The provision of the services covered by this contract involves the processing of personal data on behalf of the Controller, the provider having for this purpose the legal status of Data Processor.

Purpose of the Order: The data processing that the Data Processor shall carry out on behalf of the Controller shall consist of those necessary to provide the services covered by this Agreement or those that, in the future, the parties may agree upon and shall be subject to the Data Protection Regulations, to these general clauses and to the specific conditions applicable to each Order (hereinafter and jointly the Specific Conditions of the Order). The duration, nature or purpose of the Processing, the type of Personal Data and categories of interested parties shall be those indicated in the Specific Conditions of the Assignment.

Identification of the information concerned: For the performance of the services derived from the fulfillment of the object of this assignment, the Data Controller makes available to the Data Processor the following personal data of the categories of data subjects indicated:

- In the event that the services provided include management and/or advice on labor matters, data on employees: identification data, job position, professional category, salary conditions, variable payroll data, administrative data on sick leave and in general all data necessary to carry out the labor management.
- In the event that the services provided include management and/or accounting and tax advice, customer and supplier data: identification data, contact details, goods and services purchased or provided, collections and payments.

General obligations of the person in charge. The Data Processor undertakes to:

- a) Not to apply the Processing or use the Data for purposes other than those proper to the service provided.
- b) Comply with these clauses and strictly follow the instructions of the Controller, including with respect to transfers of Data outside the EEA or territories that have not been designated as ensuring an adequate level of protection by the European Commission or by the competent supervisory authorities.
- c) To inform the Controller immediately if, in its opinion, an instruction violates the Data Protection Regulation, as well as in case that by legal impositions it cannot comply with the present clauses or such instructions.
- d) Not to communicate the Data to third parties, except with the authorization of the person in charge, in the legally admissible cases or in those indicated in the Particular Conditions of the Order.
- e) Allow and contribute to the performance of audits, including inspections, by the Controller or other authorized auditor.
- f) To make available to the Controller and/or the competent supervisory authority all the information necessary to demonstrate compliance with its obligations or for the performance of the aforementioned controls and audits.
- g) To ensure the necessary training in personal data protection for the persons authorized to process the Data and that such persons have undertaken in writing to respect the confidentiality of the Data or that they are subject to a confidentiality obligation of a statutory nature. This confidentiality obligation shall survive even after the termination of their relationship with the Data Controller.
- h) Immediately notify the Controller, if any requirement, communication, request or complaint is received directly from a data subject, from any supervisory authority or from a third party related to the Processing.

To pass on the obligations provided for in these clauses to all persons who, under its control, must have access to the Data by reason of their position and, in particular, to ensure that such persons have undertaken in writing to respect the confidentiality of the Data or that they are subject to a confidentiality obligation of a statutory nature. This confidentiality obligation shall continue to exist even after the termination of their relationship with the Data Controller.

Subcontracting. Customer understands and agrees that the operation of the Services requires the intervention of Microsoft Corporation, Microsoft Ireland Operations Limited and those of its subsidiaries that are providers of the Microsoft Azure infrastructure, as indicated in the terms and conditions applicable to the Microsoft Azure infrastructure which can be consulted [here](http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=10146):

<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=10146>

These terms and conditions contain the mandatory clauses regarding the regulation of access by Microsoft to personal data hosted on its servers, in accordance with European regulations on the protection of personal data.

In addition, the Client expressly authorizes GLADTOLINK to subcontract any of the processing of personal data arising from this contract to other technology providers whose intervention is necessary for the provision of the Services, GLADTOLINK agreeing to formalize the mandatory processing contract with such suppliers for the purpose of ensuring the scrupulous observance of the duty of secrecy regarding the data being processed, strict observance of security measures that legally apply depending on the data processed, compliance with the instructions that the Client indicated in this regard and, in general, all the provisions of the rules on protection of personal data that were applicable to them.

Rights of the interested parties. The Processor shall provide all reasonable assistance to enable the Controller to respond to requests for the exercise of data subjects' rights under the Data Protection Regulation.

Processing outside the EEA. Unless authorized in writing by the Controller, the Processor will not process or allow the processing of the Data outside the EEA, nor in territories that have not been designated as ensuring an adequate level of protection by the European Commission or by the competent supervisory authorities. If authorized, the Processor shall take the necessary measures to ensure an adequate level of protection of the Data, in accordance with both the instructions of the Controller and the GDPR.

Data Security. The Data Processor undertakes to:

(a) Assess the possible risks emanating from the Processing considering the means and resources it intends to use and other circumstances that may affect the security of the Data, for example, in case of carrying out another processing for another Controller.

b) Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and to prevent alteration, loss, unauthorized access or processing of the Data. For this purpose, the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing shall be taken into account. Such measures shall include, as appropriate:

- 1) the pseudonymization and encryption of the Data;
- 2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- 3) the ability to restore availability and access to the Data quickly in the event of a physical or technical incident;

- 4) a process of periodic verification, evaluation and assessment of the effectiveness of the technical and organizational measures to ensure the security of the Processing.
- 5) Any specific security measures indicated by the Controller.
- 6) To notify the Controller, without undue delay and according to the procedure provided in the Special Conditions of the Assignment, of the security Breaches affecting the Data together with all relevant information for the documentation and communication of the incident, which shall include as a minimum:
 - 7) The description of the nature of the Security Breach, including, where possible, the categories and approximate number of Data Subjects affected, and the categories and approximate number of Personal Data records affected.
 - 8) The contact details of the person to contact for further information.
 - 9) A description of the possible consequences of the Breach.
 - 10) A description of the measures taken or proposed to be taken to remedy the Breach, including, if applicable, measures taken to mitigate the possible negative effects.If it is not possible to provide such information simultaneously, it shall be provided gradually without undue delay.

- c) Communicate to the interested parties, at the request of the Controller and in the shortest possible time, the information indicated in points 2, 3 and 4 of the previous section.
- d) Keep the Controller informed of all progress made in relation to the management of the Breach.
- e) Provide the Controller with all reasonable assistance as may be required to carry out an impact assessment relating to the Gap, and if necessary, consult the competent supervisory authority.

Destination of the Data. Upon termination of the provision of the service, it shall proceed as set forth in paragraph 18 of these terms and conditions. In any case, the Data Processor shall proceed to

In any case, the Data Controller will proceed to securely delete the data processed on behalf of the Controller, unless their retention is required by Union or Member State law.

14. LIABILITY

You agree that GLADTOLINK assumes no obligation or liability whatsoever for those services that it does not directly provide. As software products are inherently subject to errors, failures and potential incompatibilities with other systems and/or hardware, GLADTOLINK does not warrant that the operation of the Website and the Services will be uninterrupted or error-free. The Website and the Gladtolink Platform are provided "as is" and their use is at your own risk. Therefore, neither GLADTOLINK, nor its administrators, employees, suppliers or collaborators shall be liable for damages of any nature, direct or otherwise, arising from the use of the Services, GLADTOLINK expressly excludes, to the full extent provided by law, any warranties of any kind, whether express or implied, although taking into account the technical and human resources at its disposal, GLADTOLINK will endeavor to correct any errors or malfunctions that may be present in the resources.

GLADTOLINK does not guarantee the availability and accessibility of the Website or the Gladtolink Platform. Occasionally, interruptions may occur for the time necessary to carry out the corresponding maintenance operations.

GLADTOLINK shall not be liable for possible damages arising from computer viruses, Trojans and malware in general, nor for any other alteration that may occur in the Gladtolink Platform or in the hardware of the Users. Nor shall it be liable for any damages caused by the use or misuse of the Services; derived from interferences, interruptions, computer viruses, telephone breakdowns or telephone disconnections caused by causes beyond the control of the aforementioned entity; delays or blockages in the use of the Website or the Gladtolink Platform caused by deficiencies or overloads in the data processing center, telephone lines, the Internet system or other electrical systems, nor any consequences that may arise from interactions between users of the Platform or the contents stored by the Client or any other third party on the Website or the Gladtolink Platform.

Under no circumstances do the obligations assumed by GLADTOLINK entail any guarantee as to expectations or turnover. The Client understands and accepts that GLADTOLINK does not guarantee that the Services will meet its expectations or needs.

15. EXTERNAL LINKS

This Website and the Gladtolink Platform may contain links that lead to external content. Under no circumstances shall GLADTOLINK assume any responsibility for the contents of links belonging to an external website, nor shall it guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, truthfulness, validity and legality of any material or information contained in any such hyperlinks or other Internet sites.

Likewise, the inclusion of these external connections shall not imply any type of association, merger or participation with the connected entities.

16. LEGAL STATUS AND INDEPENDENCE

The present contract does not imply any legal confusion between GLADTOLINK and the Client and none of its clauses should be interpreted as constituting an association or partnership. Therefore, each of the parties, as independent business organizations, will assume the risks and ventures of their own activities, assuming personally the responsibility in which they may incur for the obligations incurred by each of them with respect to third parties.

All legal expenses, penalties and indemnities arising from the defense of one of the parties in a claim, disciplinary proceeding or claim for liability of the other, shall be fully and exclusively borne by the latter. Neither of the parties may be considered, in any case, as the representative of the other and may not act or commit on its behalf.

17. NON-TRANSFERABILITY

The present agreement is personal between the two Parties. The Client may not transfer this agreement, in whole or in part, without the prior written consent of GLADTOLINK.

18. DURATION, TERMINATION AND RIGHT OF WITHDRAWAL

Unless expressly stated otherwise in the particular conditions, the Services are contracted for an indefinite duration, and GLADTOLINK reserves the right to terminate the contract at any time. Such termination shall be at the sole discretion of GLADTOLINK and shall not give rise to any compensation of any kind. Where the Services have been agreed for an indefinite duration, the Client may also terminate the contract at any time, but any amounts already paid at the time of termination shall not be refunded. The foregoing is without prejudice to the right granted by Article 102 of RDL 1/2007 to those customers who have the status of consumer to withdraw from the contract for a period of 14 calendar days from the date of conclusion without stating the reason and without incurring any cost other than those

provided for in Articles 107.2 and 108 of that Decree-Law. To exercise this right, you only have to inform us of your wish to do so.

In the event that the Services have been agreed for a fixed term, the following shall be grounds for termination of this contract:

1. The mutual agreement of the parties, formalized in writing.
2. The breach of this contract by one of the parties, as well as of the provisions in force applicable to them.
3. Repeated non-payment by the Client of the amounts invoiced under this contract. Repeated non-payment shall be understood as the consecutive non-payment of two invoices or the non-consecutive non-payment of three invoices.
4. The supervening impossibility, legal or material, of carrying out the object of this contract, including cases of force majeure or the cessation of activity of the parties.

The Gladtolink Platform allows Customers to download their data at any time and without the need for Gladtolink's active intervention. Upon cancellation or termination of the contract for any reason whatsoever, the Customer shall have a period of one month to download its contents from this date. Once this period has elapsed, any data not downloaded shall be canceled in accordance with the applicable legal provisions.

19. REFUSAL OF ACCESS AND CANCELLATION OF THE ACCOUNT

GLADTOLINK reserves the right to deny access to the Website and the Services, as well as to suspend or cancel the accounts of those Users who fail to comply with these terms and conditions; in case of non-payment of the agreed fees; in case of unforeseen technical or security problems; or in compliance with a requirement and/or a police, judicial or administrative order. This suspension or cancellation shall not give rise to any type of compensation.

20. PARTIAL INVALIDITY

If any provision of this contract is illegal or unenforceable, the remainder of this contract shall remain in full force and effect to the fullest extent possible without altering the substantive meaning of this contract.

21. APPLICABLE LAW AND JURISDICTION

This contract shall be governed by Spanish law excluding its conflict of law rules and for any dispute that may arise with respect to its validity, execution, performance or termination, in whole or in part, the parties, expressly waiving their own jurisdiction if any, expressly submit to the jurisdiction and competence of the Courts and Tribunals of Palma de Mallorca. The foregoing is established without prejudice to the rights recognized by the Royal Legislative Decree 1/2007, of November 16, 2007 to those Users who are consumers.

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