

TERMS AND CONDITIONS OF SERVICE

1. PROVIDER IDENTIFICATION

- **Holder:** Dos Aguas Consultoría Estratégica, Sociedad Limitada
- **Tax identification number:** B 88194493
- **Registered address:** Calle vía láctea, 1c 3b 28023 Madrid
- **Phone:** (+34) 655 30 10 63
- **E-mail:** info@dosaguasconsulting.com

2. PURPOSE

By means of this document we make available to all users and customers the conditions of use and registration that are applicable to our online service platform and the services we provide. All of which reflects the rights and responsibilities of the parties involved.

All users who visit or access our platform and/or who use any of the services we make available, accept the conditions of use and the privacy policy, as well as the different modifications and/or additional legal texts that may be included in the future. If you do not agree with these conditions, you can unsubscribe from the services at any time or, if you are not a registered user, you may leave the platform.

Alongside these conditions, each of the services provided may be regulated by conditions of use and registration of personal nature, being mandatory in any case that the user will accept them before their use and/or hiring.

3. ELECTRONIC PROCUREMENT OF SERVICES

In compliance with Article 23 and following of the Law No. 34/2002 on Information Society Services and Electronic Commerce; all contracts concluded electronically will produce all the effects stipulated by the legal system, with the consent of both parties so that it can be accredited.

For these purposes, it will be understood that the monitoring of all stages of the registration process and, where appropriate, the payment of the corresponding financial amount necessarily implies the provision of explicit consent that is required for the contracting of the service.

Likewise, and in fulfillment with that stipulated in the article 27 of Law 34/2002 on Information Society Services and Electronic Commerce, all the information concerning the contracting procedure will be made available to the user prior to the start thereof.

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The terms and conditions indicated below are of direct application to the contracting of all services made available through the portal, unless otherwise specified.

3.2. PROCUREMENT PROCEDURE

The procedure for contracting the services is carried out completely in electronic form through our platform, without there being any physical presence of the parties involved and/or an external physical transaction.

Once the services have been selected and submitted to us along with the amount, the applicable taxes, the total price and the means of payment; a budget will be sent to the interested party to disburse the agreed amount. Only at the moment the payment is credited, the provision of the services will start taking place.

The provider (*Dos Aguas Consultoría Estratégica*) informs the user that all contracts will be recorded in a file for contracting control and management purposes, which will reflect the information pertinent to the contracted services and any additional information to ensure the security and the evidence of the correct performance of the procedure thereof.

For each of the services, the platform provides users with a history of consumption, which allows the company to control the use and efficiency of their results.

3.3. RIGHT OF WITHDRAWAL FROM THE CONTRACT

In accordance with that stipulated by Royal Legislative Decree 1/2007 of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, and Article 45 of the Law 7/1996 of Retail Commerce; the user has the right to withdraw from the contract during the term of 7 working days from the moment in which the service has been contracted.

To exercise the right of withdrawal, the user must only request it in writing to any of the addresses indicated below, expressly stating *his request to exercise the right of withdrawal*:

- **Postal Address:** Calle vía láctea, 1c, 3b 28023 Madrid
- **Email:** info@dosaguasconsulting.com

In any case, it is up to the consumer and user to prove that they have exercised their right of withdrawal in accordance with the provisions of this chapter.

Once the request to exercise the right of withdrawal has been received, we will proceed to refund the amount paid (without including in any case the shipping and handling expenses that could have been paid initially) within a maximum period of 30 days from moment the withdrawal has been received and always through the means used to pay for the service, or by bank transference.

The exercise of the right of withdrawal requires at all times that the user has not benefited from any of the services contracted. In the case any of the services have been consumed, it will not be possible to exercise the right of withdrawal.

In the event that a user decides to contract a bonus and/or promotion offered by *Dos Aguas Consulting* and does not exercise the right of withdrawal within the indicated period, it will not be possible under any circumstances to return any amount whatsoever.

4. USER OBLIGATIONS

The user undertakes during the term of this contract to:

- Pay the economic amounts expressly indicated in this contract in a timely manner.
- Inform the provider of any event or situation that occurred that could modify or alter in any way the performance of the service.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

At *Dos Aguas Consulting* we are deeply committed to the protection of intellectual property rights. That is why we have established the following conditions and policies.

It is included without limitation, the recognition of ownership of the provider of all copyright, intellectual property, and/or industrial rights, being able to exploit the platform without any restriction of a temporary, territorial nature, relative to the media or forms of exploitation and without any more limitations than those established by the laws.

Likewise, all texts, graphics, databases, which complement the platform and/or the materials associated with it, are property of the provider, without it being able to be further modified, copied, altered, reproduced, adapted or translated by the user.

In any case, any type of reproduction, imitation, transmission, translation, modification, elaboration of derivative work and/or public communication is absolutely forbidden, regardless of the means used, otherwise the offending user assumes all direct responsibilities and any other liabilities that may arise.

In the same way, the provider is expressly authorized by the user to use the logos, trademarks and commercial names of their company, being able to use them both in the *dosaguasconsulting.com* platform, as well as in the advertising and/or promotional material of the service, with independence of the format in which they are.

For any aspect that is not expressly recognized in this contract, it will be understood that all the rights are reserved in favor of the provider, and written authorization by the latter is necessary to carry it out.

6. CONFIDENTIALITY AND DATA PROTECTION

In compliance with that stipulated by the legislation of Personal Data Protection: *Ley Orgánica 15/1999 de 13 de diciembre* (Organic Law N° 15 of December 13th 1999); all personal data provided during the use of the platform and during the provision of services will be treated in accordance with the provisions in the Privacy Policy, that all users must expressly accept prior in order to register.

Any user that accepts these terms of use, accepts in an informed, express and unequivocal way our Privacy Policy; assisting him in this regard the rights of access, rectification, cancellation and opposition regarding his personal data and may exercise them as reported in the aforementioned Privacy Policy.

7. TEMPORARY CONDITIONS

These conditions will come into force on the date of contracting the service and will last for one year, renewing tacitly for annual periods.

Either party may terminate this contract by express written communication to the other party, at least 30 days before the beginning of the following period.

However, those services that are for consumption and that are contracted in packages or promotions, may have a specific duration shorter than the indicated one; which in any case will be specified before proceeding with the contracting.

8. FINANCIAL CONDITIONS

The rates applicable to each of the services offered through the platform will be exclusively those that are published in the online platform, being these only valid, except typographical error or transcription, if the provider agrees to modify them immediately.

The provider reserves the right to cancel or nullify contracts already carried out during the period of 7 days from the moment of its execution in case it detects the existence of typographical or transcription errors in the price and/or the taxes applied to the transaction.

The provider reserves the right to make any type of modification on the rates of each service and commits to publish them on the platform in a visible way for users. Unless otherwise provided, the modification of rates shall not be retroactive.

All services contracted will be duly invoiced and paid prior to the provision of the services or due month, depending on the contracting method used.

The correspondent amounts can only be paid by bank transfer or online payments through integrated platforms such as *Paypal*, in which case the provider does not have access to any banking data in any way.

All rates will be increased with the amount corresponding to the taxes in force on the date of issuing the invoice, being duly reflected in the summary of each purchase.

9. CONTRACT TERMINATION

This contract may be terminated whenever any of the following circumstances occur:

- Breach of the obligations set forth in this contract.
- The duration of its term, provided that one of the parties had expressly stated at least 30 days in advance its willingness not to renew the contract automatically.
- The declaration of bankruptcy or insolvency of the other party, or the initiation of any such procedure or equivalent before the correspondent authorities, and in the case the obligations of the latter are repeatedly breached, either by one of the parties or by some third party.
- In the event that the corresponding amounts are not paid in accordance with the agreed terms and forms, the service will be automatically blocked the day after the non-payment occurs. To reactivate it will only be necessary to make the payment of the corresponding financial amount.
- The dissolution, liquidation or loss of legal personality of any of the parties.

- Any change or substantial variation of the essential conditions that were indicated in this contract to carry out its execution thereof.

In the same way, for the contract to be terminated in full, the user must pay all the amounts that remain outstanding, with no possibility of full rescission without compliance with this obligation which is considered essential.

In the event that the contract is terminated unilaterally by the user, without duly proven cause and justified in this contract, this one waives of any type of claim for the financial amounts paid to date.

10. SAFEGUARD CLAUSE

All the clauses or extremes of these conditions of use must be interpreted independently and autonomously, and the rest of the stipulations will not be affected if one of them has been declared void by a judicial decision or final arbitration resolution. The affected clause or clauses will be replaced by another clause or clauses that preserve the effects pursued by the conditions of use.

11. DISPUTE RESOLUTION

For any litigious matter that concerns the platform or any of the services depending on it, Spanish legislation will be applicable, being competent for the resolution of all conflicts arising or related to their use, the Courts and Tribunals of Spain, provided that the applicable legislation does not expressly stipulate that the jurisdiction corresponds to the courts or tribunals of another jurisdiction.