

## GENERAL CONDITIONS OF ELECTRONIC CONTRACTING OF EALICIA SERVICES

These General Conditions of Contract, together with the Particular Conditions that, in each case, may be established (hereinafter, and together, the "Contract Conditions") expressly regulate the relations arising between Runcall Systems "eAlicia" and those third parties who electronically contract the services that this company offers for this purpose under the eAlicia.com domain and/or subdomains (the "Services").

**Runcall Systems SL** is a trading company with registered office at Calle Urgell 240, Barcelona 08036, incorporated for an indefinite period by virtue of a public deed and registered in the Mercantile Registry of Barcelona Volume 39403 Page 36 General Section Page B-344128 1st Registration and CIF number B-64421076.

### 1. Acceptance of the General Conditions

#### 1.1 Activation

The activation of the button to submit the contract request through both the **eAlicia.com** website and the Order Form, attributes the condition of "Client" and expresses full and unreserved acceptance of the Services Contract Conditions. requested in the version that **eAlicia makes** available to you electronically prior to activating the button to submit the CONTRACT. The latest version of the Contract Conditions can be found at the electronic address <http://www.eAlicia.com/>

Before contracting any of the Services offered, carefully read the Contract Conditions that regulate the provision of the Service you want, including the technical, operational and functional characteristics of the Service, as well as the applicable rates in each case. For any additional information or clarification regarding the content of the Contract Conditions, do not hesitate to contact our Customer Service via email [info@eAlicia.com](mailto:info@eAlicia.com) or by phone +34 936 260 728 before activating the Contract.

#### 1.2 Modification

**eAlicia** reserves the right to unilaterally modify or replace these Conditions of Contract as a result of the existence of new economic and/or commercial circumstances that make it advisable, as well as due to the modification, evolution and promulgation of laws, regulations and applicable rules. to the provision of the Service and/or aspects related to them. In all those cases not foreseen in the previous paragraph, **eAlicia©** will previously inform the Client of the existence of the new Contract Conditions. In the event that ten (10) days have elapsed since the notification of the new conditions, the Client has not expressed, in accordance with the provisions of clause 14, their rejection of the new conditions, it will be understood that the Client accepts them being of immediate application from the first day of the month following its notification. On the contrary, if the Client, within the aforementioned period of ten (10) days, expresses his rejection of the new conditions, in accordance with the provisions of clause 14, the old conditions will continue in force under the same terms and conditions until the date discharge from the Service. In the event that the rejection request is received in the first fifteen (15) calendar days of the current month, the cancellation of the Service will be effective on the last day of said month. In the event that said notification is received after the fifteenth (15) of the current month, it will cause effective cancellation on the last day of the month following the date of notification. In this case, the Client must compensate **eAlicia©** with an amount equivalent to one hundred percent of the agreed price that remains pending payment from the effective date of the resolution until the expected date of completion of the Contract Conditions. Likewise, and notwithstanding the foregoing, the Client must reimburse **eAlicia©** for any bonus or discount from which they could have benefited upon signing the Contract Conditions.

### 2. Object and Scope of Contract

#### 2.1 Object

The Contract Conditions are intended to regulate the contractual terms for the provision of the Services and the consideration due by the Client to **eAlicia©**, as well as the use of the Service by the latter. The provision of the Services will be carried out by obtaining, disposition, organization, employment and management by **eAlicia©** of the technical, human and operational resources necessary for this purpose and, always and in any case, as consideration at the current prices, in every moment.

#### 2.2 Ambit

**eAlicia©** can provide its Clients with access to a wide range of online resources of different types, including, but not limited to, storage services (hosting), training services and communication services

(email). Unless expressly stated otherwise, all the Services offered by **eAlicia**® will be governed by the Contracting Conditions contained herein and by the Specific Conditions that may apply to each of the Services.

### 3. Hiring

#### 3.1 Subjective Requirements

Those natural persons, of legal age, or legal entities legally constituted may contract the Services. In the case of a legal person, the request for the Services must be carried out by a duly authorized proxy or legal representative of the company. In the case of natural persons, they must prove their majority.

#### 3.2 Application Data

The applicant is responsible for ensuring that both the data provided in the Contract through the **eAlicia**® website, as well as those other data related to the registration process, are true and accurate, committing to communicate to **eAlicia**®, as soon as possible, all those changes related to them and, especially, those that refer to the information necessary for the proper maintenance and management of the provision of the contracted Services, including, for example, the address and bank account details. The Client may modify the data provided through the registration form at any time using his name and password through the tools made available to him.

#### 3.3 Denial

**eAlicia**® reserves the right to accept or reject any Contract, as long as: (a) verify that the data provided is contrary to the truth and/or inaccurate; (b) considers that the request made: (i) does not comply with the terms set forth in the Contract Conditions and/or (ii) damages or may damage the corporate image of **eAlicia**® or is contrary to the commercial purposes pursued by it; and (c) has pending payment for any Service previously contracted with **eAlicia**®.

#### 3.4 Acceptance

It will be understood that a Contract has been accepted when the applicant receives a confirmation of acceptance by **eAlicia**® or when it activates the contracted Service. The denial of the provision of the Services will be made by email or postal mail to the addresses provided in the Contract, justifying the reason for it. The applicant whose request has been rejected by **eAlicia**® may request the services again, as long as the reasons that have given rise to their non-admission have been duly corrected or eliminated.

### 4 Rights and Obligations of **eAlicia**®

#### 4.1 Rights

**eAlicia**® will have the right: (a) to charge the Customer the price for the provision of the Services; (b) to demand from the Client, at any time, the delivery of a guarantee or the making of a bank deposit, in an acceptable form or amount, in order to guarantee the obligations assumed by the Client during the validity of these Conditions of Contracting, (c) to introduce changes or technological improvements in the Services provided, as long as said improvements do not negatively affect the Client's community, nor do they force an increase in the agreed prices (d) to undertake all those tasks that it deems necessary and /or convenient in order to undertake improvements and/or restructuring in the same, as well as to carry out maintenance operations of the Service. In the latter case, **eAlicia**® will make its best efforts: (i) to notify the Client, to the extent possible and with reasonable notice, of those periods of time in which the Service is interrupted and (ii) so that such interruptions have a minimal effect on the Client.

#### 4.2 Obligations

**eAlicia**® undertakes (a) to provide the Services in accordance with the terms established in the Contract Conditions and (b) to make every effort to guarantee the provision of the Services uninterrupted twenty-four (24) hours a day during every day of the year. **eAlicia**® will try by all means to provide the Client with the Services on the agreed date, but will not be responsible for circumstances or events that are beyond its control, such as delay, interruption or malfunction of the Services attributable to third parties. operators or service companies, lack of access to third-party networks, acts or omissions of the Public Authorities or fortuitous event or force majeure.

#### 4.3 Customer service

The Customer Service consists of a telephone and/or online technical assistance service that includes a diagnostic service and an incident resolution service. The Customer Service is a service that **eAlicia**®

provides to the Customer free of charge, from 9:00 am to 6:00 pm, Monday through Friday, without prejudice to the cost of the telephone call or data transmission for those customers. with license fee.

For this purpose, the Client may make the pertinent queries by calling the telephone number +34 936 260 728 and/or sending an email to the email address [support@eAlicia.com](mailto:support@eAlicia.com)

## 5 Rights and Obligations of the Client

### 5.1 Rights

The Client shall have the right: (a) to use the contracted Service in the terms and conditions agreed in the Contract Conditions and (b) to receive information regarding the development and implementation of new and/or complementary functionalities to the contracted Services.

### 5.2 Obligations

The Client shall: (a) comply with the payment obligations in the agreed terms and conditions; (b) actively collaborate with **eAlicia**© to make the provision of the Services possible, forcing itself, for this purpose, to provide the necessary technical data; (c) not to disturb, impede, interfere, distort or damage the assigned equipment or systems of **eAlicia**© or third parties, as well as the facilities of the Data Processing Center; (d) observe all the rules that **eAlicia**© may impose on the use of its facilities and resources, as well as the policies and conditions of use related to the web address: <http://www.EAlicia.com> , which are made a part of this agreement by reference; and (e) not to use the Services to carry out activities contrary to law, morality, public order or to use the Services for purposes or effects that are illicit, prohibited, harmful to the rights and interests of third parties, and **eAlicia**© **declines** any liability that may arise from it.

## 6 Economic conditions

### 6.1 Fee

As consideration for the Services provided, the Client will pay **eAlicia**© the total amount resulting from applying the prices specified at any time at the address <http://www.eAlicia.com/> (VAT apart). The prices contained herein will be, unless expressly indicated otherwise, reviewed by **eAlicia**© periodically and automatically, in accordance with the upward variation of the CPI of the previous year.

### 6.2 Reimbursable expenses

The Client must also pay **eAlicia**© the reimbursable expenses, understood as the amounts on behalf of the Client that exceed, where appropriate, those contracted, as well as the travel expenses of the personnel assigned by **eAlicia**© for the development of the services, plus the charge that may correspond, for the management of the services that would have been necessary to provide. By way of example, consumption will be understood as transfer/connectivity capacity, backup storage space, etc.

### 6.2 Billing

The invoicing of the Services will begin on the date of receipt of the same day that **eAlicia**© **notifies** the Client of the acceptance of the Contract or since **eAlicia**© activates the contracted Service, whichever occurs first. Billing for the Services will be charged to the Client, in accordance with the prices set and/or with the corresponding price revisions that may be applicable. Services will be billed: (a) periodic subscription fees and usage fees or (b) in accordance with the billing schedule agreed in the corresponding Purchase Order. The invoices for the provision of the Services will include the corresponding Value Added Tax, according to the applicable rate at any time, subtracting all those amounts for which **eAlicia**© has the obligation to withhold amounts and deposit them in the Public Treasury on behalf of the Client. . Any reimbursable expense or technical support service provided, not initially included in the Purchase Order, will be charged to the invoice immediately after the period in which the excess occurred and in accordance with the price list in force in the period in which has occurred. If ten (10) days have elapsed since the issuance of the invoices, the Client does not express, by any means that proves their receipt, their disagreement with the content of the same, it will be understood that said invoices are correct, and **eAlicia**© does not accept any claim after said date period.

### 6.3 Way to pay

Unless otherwise indicated in the Particular Conditions and the corresponding Purchase Orders, the Client will make the payment within fifteen (15) days following the issuance of the invoice, by direct debit. Each invoice will include the Services corresponding to the period specified therein, plus any additional charges that may apply.

## 6.4 Penalty

In case of return, delay or non-payment of receipts, **eAlicia**® may suspend, at any time and without prior notice, all or part of the Services. Likewise, all invoices due and pending payment will accrue, from the date on which they should have been paid, default interest at the legal reference rate plus two (2) percentage points. Bank returns of promissory notes, checks and drafts will accrue non-payment expenses of 3% of the total amount returned, as well as the corresponding late payment interest described above. If after thirty (30) days, the receipt is still unpaid, **eAlicia**® will have the right to cancel, in accordance with the provisions of clause 7 below, the Client's account, suspending the provision of the contracted Services, as well as preventing the Client the contracting of new **eAlicia**® Services.

## 7 Duration and Termination

### 7.1 Validity Period

The contractual relationship between **eAlicia**® and the Client will enter into force on the same day that **eAlicia**® notifies the Client of the acceptance of the Contract or since **eAlicia**® activates the contracted Service, whichever is the first to take place. Likewise, it will have the initial duration defined by the Client at the time of activation and Service request.

At the end of the initial duration period, the Service will be understood to be automatically and tacitly extended for successive periods equivalent to the initial contracted duration period, unless any of the Parties expresses its will contrary to the extension, by means of prior notice sent in writing, with at least one (1) month in advance of the expiration of the term initially agreed or, where appropriate, before the expiration of any of its extensions.

Notwithstanding the foregoing, the Client who wishes to migrate the contracted Service to a higher-level contracting plan may do so at any time, the mere communication to **eAlicia**® being sufficient for this purpose, in accordance with the provisions of clause 14 .

### 7.2 Termination

These Conditions of Contract, in relation to each of the Services that are applicable in each case, will end for the causes admitted both in the Civil Code and in the Code of Commerce and, specifically, for the following: (a) by the end of the term of validity or any of its extensions; (b) by mutual agreement between the parties expressly stated in writing and (c) by early termination of the Contract Conditions in accordance with the terms and conditions that are developed in the following clause. In any case, the termination of the contractual relationship will not exempt the parties from the fulfillment of pending obligations.

Without prejudice to the power to terminate the contractual relationship established in the previous paragraph, **eAlicia**® may withdraw or suspend at any time and without prior notice the provision of Services to the Client in the event that it considers that they fail to comply with any of the obligations assumed by him by virtue of these Conditions of Contract, being able to request the payment of damages that could be incurred as a result of his breach.

### 7.3 advance notice

The Client may terminate these Conditions of Contract at any time provided that they expressly notify **eAlicia**® in writing of their wish not to continue. In the event that the termination request is received in the first fifteen (15) calendar days of the current month, the termination of the Service will be effective on the last day of said month. In the event that the communication is received after the fifteenth (15) of the current month, it will cause effective withdrawal on the last day of the month following the date of communication. In this case, the Client must compensate **eAlicia**® with an amount equivalent to one hundred percent of the agreed price that remains pending payment from the effective date of the resolution until the expected date of completion of the Contract Conditions. Likewise, and notwithstanding the foregoing, the Client must reimburse **eAlicia**® for any bonus or discount from which they could have benefited upon signing the Contract Conditions.

### 7.4 Other Causes of Termination

Notwithstanding the foregoing, the Parties may terminate the relationship at any time, in the event that the other party: (a) seriously or repeatedly fails to comply with the obligations assumed in this document; (b) enters into voluntary or compulsory liquidation (excluding any reorganization or merger) or into receivership or bankruptcy; (c) enters or decides to enter into any type of legal business or procedure by which all or a significant part of its assets pass to the benefit of its creditors in general, or some in particular; (d) a court agrees to its liquidation and/or dissolution, and/or a judicial administrator or other similar position is appointed in relation to the all or any part of its assets or equity and (e) in the event of any of the causes provided by law.

## 8 Service Guarantees

### 8.1 Quality of service

**eAlicia**® undertakes to make every effort to maintain an acceptable level of compliance with its contractual obligations, notwithstanding that **eAlicia**® cannot guarantee, explicitly or implicitly, the continuity of the Services at any given time given the current state of The technique. In case of non-compliance with the Service quality commitments, for reasons attributable exclusively to **eAlicia**®, the Client will have the right to be compensated in accordance with the principles and amounts established in said documents.

Said compensation replaces any other compensation derived from the malfunction, interruption, failure or breakdown of the Services that may correspond to the Client and will fully settle any losses of the Client.

### 8.2 Harmful Codes

**eAlicia**® does not guarantee the absence of any foreign elements that may cause alterations in the Client's computer equipment and applications or in the electronic documents and files stored or transmitted from it. **eAlicia**® expressly declines any responsibilities in relation to the introduction into the Client's equipment and/or systems and/or into the computer programs or foreign materials that contain a sequence of instructions or indications that may cause harmful effects to the user's computer system, including merely enunciative title, "computer viruses", "Trojan horses", errors in functionality and operability ("bugs"), "time bombs", "cancelbots", etc.

## 9 Liability Regime

### 9.1 General Regime

Unless the contrary is expressly imposed in these Contract Conditions or in the Law and, exclusively, to the extent and extent to which it is imposed, **eAlicia**® will only be liable for direct damages suffered by the Client, and only when they have been caused directly by **eAlicia**®. **eAlicia**® will be exonerated from any type of responsibility before the Client, its users and third parties in the cases in which the anomalies are due to actions or omissions directly attributable to the Client, its users, contractors, tenants, representatives, assignees, employees or staff. that depends on it or is at its service, or any third party, as well as those direct or indirect consequences of the misuse or improper handling of the Services by personnel other than the Client of the lack of any permission both for the installation and for the modifications of the technical characteristics of the installed equipment imputed or attributable to the Client. Except in cases of willful misconduct, **eAlicia**® will not be responsible for damages, loss of business, income or profits, consequential damages, lost profits or business opportunities, cost savings and disappearance or deterioration of data.

**eAlicia**® will not be in any case responsible for: (a) the costs, fines, penalties, compensation, charges, damages or fees arising as a result of the Client's breach of its obligations; (b) the content, use and publication of the information and communications distributed through the Services as well as the use and results obtained from the Services by the Client and its users; (c) the Client's violation of any rule that may be applicable to causes or in relation to the use of the Services. The Client is and will be solely responsible for: (a) your use of the Services provided; (b) full compliance with any rule that may be applicable due to or in relation to the use of the Services, including, but not limited to, the rules of use of the Services provided, the provisions regarding the protection of data, international communications, export of technological information, protection of consumers and users, confidentiality, secrecy of communications and right to privacy. In this sense, the Client undertakes to adopt the appropriate measures to avoid any illegitimate interference in the privacy of natural or legal persons that suppose a violation of the right to honor of third parties.

### 9.2 Exoneration

**eAlicia**® will not be responsible for problems arising from lack of access or problems inherent to Internet connectivity or electricity networks when these originate from causes beyond its control or causes that could not have been foreseen by the Parts or that even being foreseeable, **eAlicia**® has made all reasonable efforts to avoid them or that they were considered as fortuitous causes or force majeure. **eAlicia**® is completely unrelated to, does not intervene in the creation, transmission or making available of and does not exercise any kind of prior control or guarantee the legality, infallibility and usefulness of the content transmitted, disseminated, stored, received, obtained, made available or accessible through or through the Services, declining any liability that may arise from it. In order to prevent and prosecute the infractions in which **eAlicia**® may be declared subsidiary civil liability, the Client expressly authorizes **eAlicia**® to provide the data and access to the content that are required by the competent authority, as

well as by the State security forces, in the course of a police investigation. The Client is solely responsible for any claim or legal action, judicial or extrajudicial, initiated by third parties both against the Client and against **eAlicia**®, related to the infringement of third party rights and/or applicable regulations that derive from the content, assuming the Client how many expenses, costs and indemnities are incurred to **eAlicia**® due to such claims or legal actions.

### 9.3 Limitation

In all other cases, except for willful breach, **eAlicia**®'s liability arising from these Contract Conditions shall be limited to the sum of all the amounts paid by the Client during the last six (6) months preceding the production of the event causing the damage, both for each incident and for the sum of all the incidents that occurred in that period.

## 10 Act of God and Force Majeure

None of the parties will be responsible for the delay in the execution of their obligations or for the non-execution of the same (except for the non-payment to the other party) if this non-compliance was motivated by fortuitous events or reasons of force majeure, in accordance with what is established in article 1,105 of the Civil Code. This circumstance will be communicated to the other party as soon as possible. The agreed delivery times will be extended by at least the period of time that the cause of force majeure lasted. If the cause of force majeure lasts more than three (3) months, any of the parties may terminate these Contract Conditions, without prejudice to the fulfillment of the payment obligations due up to the previous date. The fortuitous cause or events of force majeure, as well as the termination of the Contract Conditions based on the previous ones, will not exempt the Client from the fulfillment of the pending payment obligations until the date of interruption of the Services.

## 11 Intellectual Property

Each of the parties recognizes the ownership of the other or of any other third parties with respect to all their intellectual and industrial property rights, and other similar rights over elements, technology, know-how, trademarks, logos and any other element, creation, invention or distinctive sign of its property.

## 12 Confidentiality Agreement

Without prejudice to what the applicable law provides in relation to the disclosure of these Contract Conditions to the competent authorities, the parties assume the strictest duty of confidentiality regarding the content of the conversations, negotiations and actions related to their object, committing not to disclose, totally or partially, its content to third parties without the prior written authorization of the other parties. Notwithstanding the foregoing, the Parties may disclose said information to the companies of their same business group, employees and collaborators and independent consultants who need to know such information and undertake to keep confidentiality in terms as strict as those provided by means of this document.

## 13 Personal Data

### 13. Personal data

The parties undertake to respect at all times the regulations in force regarding the protection of personal data. **eAlicia**® will process the Client's data for the development and management of this contractual relationship and commercial information related to its products and/or services. The Client may exercise, at any time, their rights of access, rectification, cancellation, opposition or deletion, limitation of processing, right to object and the right to portability by contacting: Runcall Systems SL. C/Urgell 240 Barcelona 08036. Likewise, in the event that **eAlicia**®, has access to personal data that is the responsibility of the Client, it will be considered "in charge of the treatment" of said information, committing itself to fulfill the obligations that correspond to it by Law, especially those established in article 12 of the current Organic Law on the Protection of Personal Data. **eAlicia**® will treat the data to which it has access according to the Client's instructions, not applying or using them for purposes other than those established in this Agreement, nor will it communicate them, even for their conservation, to any third party. **eAlicia**® undertakes to adopt necessary technical and organizational security measures. **eAlicia**® declines any responsibility for the violation of the Client's security systems or the inviolability of personal data when they are transported through any telecommunications networks. Upon termination of this Agreement, **eAlicia**®, at the request of the Client, will destroy or return to the Client all the information to which it has had access.

#### **14 Notifications**

All notifications or other communications to be made hereunder must be made in writing, and may be directed to the attention of the contact persons indicated in the Service request. Communications between the parties regarding which receipt must be recorded will be made, in any case, through certified mail with acknowledgment of receipt or burofax. With respect to other communications, for a record of their receipt, the reply by the other party will suffice.

#### **15 Assignment**

The Client may not assign, transfer, encumber or subrogate in favor of third parties this contractual relationship, nor the rights and obligations derived from it, without the prior written consent of **eAlicia**®. In any case, the Client who assigns his contractual condition will be jointly and severally liable with the assignee for all the obligations derived from the Contract Conditions, including the formalization of the appropriate guarantees. **eAlicia**® may assign this document, or any of the rights or obligations arising from it, to third parties without prior notification or communication to the Client being necessary for this purpose.

#### **16 Outsourcing**

**eAlicia**® may contract and/or subcontract with third parties everything it deems appropriate in relation to the performance of any or all of the activities necessary for the maintenance, updating, improvement or provision of the Services.

#### **17 Non-Resale of Services**

It is expressly forbidden for the Client to resell the contracted Services or in any way authorize their use, in whole or in part, to third parties or to use them, introduce or incorporate a business or professional activity other than their own into the scope.

#### **18 Tributes**

All taxes accrued on the occasion of or as a consequence of this agreement will be paid in accordance with the Law.

#### **19 Insurance**

It will be the exclusive responsibility of each of the parties to contract the corresponding insurance that guarantees the possible responsibilities derived from the Contract Conditions and their non-compliance.

#### **20 Modification of Services**

**eAlicia**® reserves the right to modify the Services in order to adapt them: (a) to the technical evolution of the market and to the modifications, corrections or new versions of the computer programs that are incorporated in the equipment; (b) to any technical, functional and operational improvement that allows an improvement in the provision thereof; and (c) to the evolution of the laws, regulations and rules applicable to the provision of the Services and/or aspects related to them. Likewise, **eAlicia**® reserves the right to modify unilaterally and without prior notice, the presentation, configuration and operation of the Service as long as said modification does not affect the functionality or the commitments of the Service acquired or imply any increase in the agreed prices.

When **eAlicia**® introduces any modification that supposes an increase of the agreed prices, it will proceed to notify the terms of the modification and the variation of the price. In the event that ten (10) days have elapsed since the notification of the new conditions, the Client has not expressed, in accordance with the provisions of clause 14, his rejection of the new conditions, it will be understood that the Client accepts them being the new conditions of immediate application from the first day of the month following its notification. On the contrary, within the aforementioned period of ten (10) days the Client expresses his rejection of the new conditions, in accordance with the provisions of clause 14, the old conditions will continue in force under the same terms and conditions until the date of termination of the Service. In the event that the rejection request is received in the first fifteen (15) calendar days of the

current month, the cancellation of the Service will be effective on the last day of said month. In the event that the communication is received after the fifteenth (15) of the current month, it will cause effective withdrawal on the last day of the month following the date of communication. In this case, the Client must compensate **eAlicia**® with an amount equivalent to one hundred percent of the agreed price that remains pending payment from the effective date of the resolution until the expected date of completion of the Contract Conditions. Likewise, and notwithstanding the foregoing, the Client must reimburse **eAlicia**® for any bonus or discount that they could have benefited from when signing the Contract.

## **21 Applicable Law**

The agreements and Clauses that make up this Contract will be interpreted and governed by Spanish Law. Specifically, the provisions of Law 7/1998 on General Contract Conditions, Royal Decree 1906/1999, which regulates telephone or electronic contracting with general conditions in development of article 5.3 of Law 7/1998, Law 26/1984 General for the Defense of Consumers and Users, Law 7/1996 on the Regulation of Retail Trade and any applicable legal provisions.

## **22 Competent Jurisdiction**

To the extent that the Client is considered a consumer as established in article 1.2 of Law 26/1984 of July, General for the Defense of Consumers and Users, **eAlicia**® expressly submits, for the resolution of conflicts that may arise in relation to these Conditions of Contract to an arbitration of Law in accordance with the Royal Decree that regulates the Arbitration System of Consumption, committing to comply with the final award that could be issued.

In the event that the Client uses the Services, in order to integrate them into their own production processes, both parties, expressly waiving any jurisdiction that may correspond to them, submit to the Courts of Barcelona for conflict resolution.

## **23 Interpretation**

The terms and conditions contained in these General Conditions will be applicable to the Particular Conditions and Purchase Orders that do not have provisions to the contrary. In case of contradiction between the terms stated in these General Conditions, the Particular Conditions and the corresponding Purchase Orders, the conditions agreed in these last instruments will always prevail. If there are several Particular Conditions regulating the same type of service, those of the most recent date will always and in any case prevail.

## **24 Miscellaneous**

If any clause of these Contract Conditions is declared null or void, in whole or in part, by any court, the remaining stipulations will remain valid, unless the Parties mutually agree to terminate the agreement. The agreements, clauses and conditions that make up this document constitute the formal and definitive expression of the declaration of will of the Parties, and must be interpreted by each other, attributing to the doubtful the meaning that derives from all of them. Any documents or declarations, whether verbal or written, prior to the entry into force of the same, will be considered definitively repealed.

## **25 Particular Conditions**

### **25.1 Accommodation Services**

**25.1.1 Resources. Availability.** **eAlicia**® guarantees the Client the availability of the contracted storage space. The Client may request increases in capacity, said increases being invoiced in accordance with the prices in force at the time of contracting.

**eAlicia**® guarantees the repair and/or replacement of the assigned resources in the event that they do not meet the minimum service levels, unless such non-compliance is due to force majeure, or causes beyond its control. The Client declares to be aware that the availability of the Services may be conditioned by causes of various kinds, including, without limitation: (i) involuntary failures in the technological architecture of **eAlicia**® or of any third parties contracted for this purpose, (b) periodic procedures for maintenance, repair, updating or improvement of the same, as well as (c) causes of force majeure or any other that outside the control of **eAlicia**®, including, without limitation, interruptions or



failures in digital or telecommunications transmission links, congestion in access points originating or caused by assumptions of intentional attacks or for any other causes.

25.1.2 *Content Dump*. **eAlicia**® will provide the necessary technical processes so that the Client can dump the information in the assigned storage area in the corresponding equipment, as well as to make the appropriate modifications/updates. The Client guarantees that the information transferred to the technological architecture of **eAlicia**® has been free of any virus or elements of similar significance that, when surreptitiously introduced into the memory of the Servers, imply, once activated, the total or partial destruction or disabling of of the stored information or of the physical elements that enable such storage.

25.1.3 *Billing Periods* . Invoicing will be carried out once the order has been processed and payment verified, in accordance with the Client's instructions at the time of requesting the Service through the web. Regardless of the contracting and billing period chosen by the Client at the time of the Service request, the first invoice will contain the proration of the month in which the plan is activated plus (i) two (2) months, in the case quarterly billing; (ii) five (5) months in the case of semi-annual billing; or (iii) eleven (11) months in the case of annual billing (for any other period, please contact **eAlicia**® ). The following invoice will be issued once this period has been consumed. Notwithstanding the foregoing, the contracting of a hosting plan in **eAlicia**® will be carried out for a minimum period of three (3) months.

## **26 More Information**

For any additional information or clarification regarding the content of the Contract Conditions, or for any query related to the technical, functional and/or operational characteristics, do not hesitate to contact our Customer Service Department at the email address [sales.es@EAlicia.com](mailto:sales.es@EAlicia.com) or at the phone number +34 936 260 728.

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