

GENERAL CONDITIONS

1. IDENTIFICATION OF THE PARTIES

1.1. On one side, GCON4 Spain S.L (hereinafter referred to as THE PROVIDER), with registered office at Alameda Urquijo Street 45, 1st floor left, 48011 – Bilbao (Bizkaia), Spain, Tax ID B95776712, registered in the Commercial Registry of Bizkaia in Volume 5483, Page 156, Sheet BI-64888, Entry 1, and with the contact email address info@gcon4.com, is the owner of the website <https://training.gcon4.com> (hereinafter referred to as the WEBSITE). THE PROVIDER offers through the portal information and access to training resources and services, which may be contracted under the terms set forth in these general conditions (hereinafter, the General Conditions).

1.2. On the other side, the visitor of the WEBSITE who acquires one or more services or temporary access rights to training resources, either on their own behalf or on behalf of the organization they represent, shall acquire the status of client (hereinafter CLIENT).

2. PURPOSE OF THE GENERAL CONDITIONS

2.1. These General Conditions are intended to regulate the commercial relationships that arise between THE PROVIDER and the CLIENT who acquires the training services and/or educational resources offered through the WEBSITE.

2.2. Without prejudice to the possibility that these conditions may be offered in other languages in the future, they are currently available exclusively in Spanish and English.

3. PRE-CONTRACTUAL INFORMATION

3.1 The acquisition of any training services and/or educational resources offered through the WEBSITE implies acceptance of these General Conditions, which govern the purchase of the courses and training resources offered on the WEBSITE (hereinafter, the Products and/or Services).

3.2. THE PROVIDER informs that the procedures for accessing or acquiring a temporary license for the Products and/or Services are those described in these General Conditions, as well as any specific instructions displayed on screen during the process.

3.3. THE PROVIDER will not store the electronic document in which the sales contract is formalized, and therefore it will not be accessible to the CLIENT afterward. However, these General Conditions will be available for consultation on the WEBSITE at any time before, during, or after the purchase process. The CLIENT may download, store, and reproduce the General Conditions on a durable medium at any time. The CLIENT acknowledges that the contract is concluded when the purchase process is completed; likewise, the CLIENT acknowledges that at that moment they become obligated to pay the final purchase price of the acquired Products and/or Services, which will include all applicable taxes and detail any additional charges incurred during the purchase process.

3.4. As a requirement to acquire Products and/or Services on the WEBSITE, the CLIENT must be at least eighteen (18) years old and possess the legal capacity to contract. By completing the purchase process, the CLIENT declares and confirms that they meet these requirements.

3.5. THE PROVIDER reserves the right to modify the content, features, and prices of the Products and/or Services. Such modifications, additions, or withdrawals of Products and/or Services will not affect those already acquired by CLIENTS, which will be governed by the conditions in effect at the time of purchase.

4. PRODUCTS AND/OR SERVICES OFFERED. ACCESS TO DIGITAL RESOURCES AND TRAINING SERVICES

4.1. The Products and/or Services, along with their features and prices, will be those displayed at any given time on the WEBSITE. Any element not included in the description of a Product, even if it appears in the product image, is expressly excluded.

4.2. The prices shown on the WEBSITE are in euros and include VAT and any other applicable taxes. These prices will be valid at all times, except in the case of typographical errors. Offers and their validity periods will be properly indicated on the WEBSITE. If no validity period is specified, the offer will remain valid as long as it is displayed on the WEBSITE.

4.3. All Products and/or Services are subject to availability. If a product is temporarily unavailable, this will be indicated on the WEBSITE. Due to supplier constraints, THE PROVIDER reserves the right to modify the list of Products and/or Services and may withdraw them at any time without prior notice.

4.4. The use of the WEBSITE and the enjoyment of the services and/or access to digital resources by the CLIENT must be carried out solely in accordance with these General Conditions. They may not be used for any purpose other than that agreed upon. The CLIENT will be solely and exclusively responsible for any damage or harm suffered by themselves or third parties, directly or indirectly caused by the improper use of the services or resources offered, contrary to the instructions provided by THE PROVIDER.

4.5. The identification and authentication system on the WEBSITE is personal and non-transferable, and the CLIENT must safeguard it with the utmost diligence. In the event of any incident regarding the account or password, and especially if there is any suspicion that it may have been accessed by third parties, the CLIENT must notify THE PROVIDER as soon as possible for immediate cancellation. Until such notification is made, THE PROVIDER declines any responsibility for actions and/or operations carried out on the platform using the account due to improper password management.

5. PURCHASE PROCESS

5.1. To access the Products and/or Services, CLIENTS must add the desired item to the “shopping cart,” following the on-screen instructions, and complete the electronic order form provided (or any other form that may appear on the various WEBSITE screens at any given time). They must then submit it to THE PROVIDER by clicking the “Buy” icon/button, which implies the reading and acceptance of all the present General Conditions, as well as any applicable Specific Conditions, which will be properly referenced.

5.2. Once the purchase has been made, the CLIENT must confirm the order details and select a payment method, proceeding to complete the transaction in accordance with the payment instructions displayed on screen.

5.3. After the purchase process is completed and payment is made, THE PROVIDER will immediately confirm the order to the CLIENT via an on-screen message and an email sent to the address provided by the CLIENT.

5.4. Any modification and/or correction of the data provided by the CLIENT during the purchase process must be carried out according to the instructions included on the WEBSITE and in the General Conditions. If incorrect data is provided during the purchase process, this must be reported to THE PROVIDER as soon as possible, clearly identifying the order number and the data to be corrected or amended.

6. PAYMENT METHOD AND ACCESS TO DIGITAL RESOURCES AND SERVICES OFFERED

6.1. Payment of the price may be made using any of the payment methods indicated on screen at any given time. To proceed with payment, the CLIENT must follow all instructions displayed on screen and provide the requested information. CLIENTS are informed that the payment method is managed by a third-party company, and therefore, data processing will be governed by the privacy policy and specific terms and conditions provided by the payment service provider, which will be available for the CLIENT to consult on the provider’s website.

6.2. After the purchase, THE PROVIDER will grant immediate access to the Products and/or Services acquired by the CLIENT under the conditions and/or time period purchased. There is no option to delay the start of access to the acquired Products and/or Services.

7. INTELLECTUAL PROPERTY

7.1. THE PROVIDER declares that it holds all necessary rights to make the content available to the CLIENT and to fulfill the offered service. Furthermore, THE PROVIDER states that, as of the date of acceptance of these General Conditions, it is not aware of any content that infringes upon the rights of third parties.

7.2 To the extent necessary for access to the acquired Products and/or Services, THE PROVIDER grants a non-exclusive, revocable, temporary license solely and exclusively for the purpose of accessing and/or enjoying the digital content and services.

7.3. The CLIENT will not acquire ownership of any digital resource made available under this contract. THE PROVIDER will retain ownership of all intellectual and industrial property rights related to the content.

8. RIGHT OF WITHDRAWAL, WARRANTIES, AND COMPLAINT FORMS

8.1. **Right of Withdrawal.** Only CLIENTS who qualify as consumers or users may exercise the right of withdrawal provided in this clause, as long as the nature of the ITEMS acquired from the SELLER allows it, in accordance with 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.

8.2. **Right of Withdrawal for Products and Services Offered on This Website.** Since this website provides digital content and services whose execution begins immediately after purchase, the right of withdrawal does not apply, pursuant to Article 103 of 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.

8.3. **Warranty.** The legally mandatory warranties will apply to the Products and/or Services, where applicable. If the CLIENT qualifies as a consumer and user, the provisions of the revised text of the General Law for the Defense of Consumers and Users and other complementary laws shall apply.

9. COMMUNICATIONS AND COMPLAINT FORMS

9.1. For the purposes of these General Conditions, and for any necessary communication or complaint, such communications must be addressed to THE PROVIDER by sending a message to the postal or email address listed at the beginning of these General Conditions. Communications from THE PROVIDER to the CLIENT will be made using the information provided by the CLIENT on the WEBSITE at the time of placing the order. The CLIENT expressly agrees that email will be a valid method for all communications related to the use of the WEBSITE and/or the purchase of Products and/or Services.

9.2. THE PROVIDER has complaint forms available to any CLIENT who requests them, at the address indicated in Clause One of these General Conditions.

9.3. Additionally, if the CLIENT qualifies as a consumer under Spanish law, they are informed of the existence of the following consumer dispute resolution tools: <https://ec.europa.eu/consumers/odr/main/?event=main.consumer.rights#inline-nav-2>, without this implying any obligation on the part of THE PROVIDER to adhere to one or more of them.

10. WEBSITE MAINTENANCE

10.1. Since the services and access to digital resources are provided through a technological infrastructure, THE PROVIDER will periodically carry out maintenance and improvement tasks on the technological infrastructure, as well as on the applications running on it or those that enable access to it. These maintenance tasks may temporarily interrupt or limit some or all of the services offered on the WEBSITE. The CLIENT accepts and consents to this situation, authorizing THE PROVIDER to carry out the aforementioned maintenance and improvement tasks. Maintenance tasks expected to last more than 12 consecutive hours must be properly notified to the CLIENT in advance, whenever possible.

10.2. Maintenance and improvement tasks, as long as they are communicated to the CLIENT or are essential to ensure the security or availability of the Service, shall not be considered a breach of contract by THE PROVIDER under any circumstances.

10.3. THE PROVIDER shall not be held liable for any direct or indirect damages that interruptions in access to the WEBSITE or the service may cause to the CLIENT or third parties.

11. AVAILABILITY

11.1. THE PROVIDER commits to delivering the services and providing access to digital resources with a weighted availability of 98% per month. Downtime shall be understood as the time elapsed between the CLIENT's notification of unavailability to THE PROVIDER—along with all necessary information to resolve the issue—and the restoration of the service by THE PROVIDER. Service availability is calculated using the formula indicated below as the percentage proportion of time during a calendar month within the service provision period.

11.2. When calculating availability, periods of unavailability for which THE PROVIDER is not responsible are considered as available time. These periods of unavailability include the following:

- a) Downtime not reported to THE PROVIDER by the CLIENT through the designated channels, as well as the time elapsed between the notification and the delivery to THE PROVIDER of all access, actions, and/or information required from the CLIENT to resolve the incident;
- b) Downtime due to scheduled or unscheduled maintenance work;
- c) Downtime caused by operational interruptions resulting from force majeure events or other unavoidable events beyond THE PROVIDER's control, which could not have been prevented with reasonable effort, could not have been foreseen even with due care, and which make THE PROVIDER's obligations under this service level agreement significantly more difficult or partially or entirely impossible. These include strikes, lockouts, extreme weather conditions, power outages, operational or traffic disruptions, and transportation blockages. Such events release THE PROVIDER from its obligations under this service level agreement for the duration of the event;
- d) Downtime due to viruses or cyberattacks, unless THE PROVIDER failed to take reasonable protective measures;
- e) Downtime caused directly or indirectly by the CLIENT;
- f) Downtime due to software errors in the CLIENT's applications or due to system and software errors caused by the CLIENT's applications or data;
- g) Downtime due to third-party interruptions for which THE PROVIDER is not responsible.

11.3. To file a claim, the CLIENT must submit a written notice to THE PROVIDER within thirty (30) business days following the end of the calendar month in which THE PROVIDER failed to meet the availability commitment. If the CLIENT does not submit such written notice as specified above, the claim shall be deemed time-barred, and THE PROVIDER shall have no obligation to compensate with service credits.

11.4. Under no circumstances shall THE PROVIDER be held liable for failures or interruptions in the telecommunications service contracted by the CLIENT with their provider, which prevent the use of the services.

12. WARRANTIES AND LIABILITY

12.1. Regarding the services, THE PROVIDER assumes no liability for any damages that the CLIENT and/or third parties may suffer as a result of any of the following situations:

- a) Use of the WEBSITE or services in a manner not in accordance with THE PROVIDER's instructions or contrary to the intended purpose for which they were made available;
- b) Unavailability or failure of all or part of the WEBSITE due to causes beyond THE PROVIDER's control, including but not limited to telecommunications failures;
- c) Lack of suitability of the digital resource for a specific purpose;
- d) Any other situations not specifically provided for in the Contract that are not the sole responsibility of THE PROVIDER.

12.2. In any case, THE PROVIDER's liability arising from the performance or non-performance of this Contract shall be limited to the amount paid by the CLIENT for a period of one month in the case of recurring services, or for the license to access the specific digital resource.

13. DATA PROTECTION

Data Controller: GCON4 Spain S.L., phone number: +34 661 527 179, email address: info@gcon4.com.

Purpose and Legal Basis: The fulfillment and execution of this contract, and the administrative management of the relationship, including the management and processing of any payments that may be due to THE PROVIDER (processing

is necessary for the performance of a contract or for the implementation of pre-contractual measures at the request of the data subject, pursuant to Article 6.1.b) of the GDPR).

Category of Data Processed: The identifying data provided by the CLIENT.

Disclosures and/or Transfers: Unless legally required, your data will not be disclosed and/or transferred to any third party.

Retention Period: The data will be retained for the time necessary to fulfill the stated purpose. Once fulfilled, your data will be blocked while legal obligations for the Controller may still arise from this processing.

Rights and Exercise: You have the right to access, rectify, erase, port, restrict, or object to the processing of your data. These rights may be exercised by submitting a written request to the Controller, in accordance with current legislation. You may also file a complaint with the competent supervisory authority, which in Spain is the Spanish Data Protection Agency (www.aepd.es).

14. TERMINATION OF THE CONTRACT

14.1. THE PROVIDER may temporarily suspend or cancel, without prior notice, the provision of any services and/or access to digital resources for any of the following reasons:

- a) Non-payment of any amounts owed by the CLIENT to THE PROVIDER.
- b) Breach of the usage license or any infringement of intellectual property rights related to the digital content and/or the service offered.
- c) Resale of the service to third parties.
- d) Any other grounds for termination set forth in this Contract or recognized by law.

14.2. The suspension or cancellation of any Services by THE PROVIDER for the above reasons shall not entitle the CLIENT to any compensation.

- a) The termination of the relationship between THE PROVIDER and the CLIENT will result in:
- b) The automatic cancellation of the CLIENT's account on the WEBSITE, preventing access to any information stored therein.
- c) The CLIENT's inability to continue using the WEBSITE and, consequently, to enjoy the Services and access to digital resources.

15. GENERAL PROVISIONS

15.1. Force Majeure: Neither party shall be held liable for failure to fulfill the obligations set forth in this Contract when such failure is due to force majeure events, such as floods, earthquakes, and other natural disasters, wars, rebellions, sabotage, threats, blackmail or extortion, blockades, embargoes, strikes, and lockouts arising from social conflict, as well as actions or omissions by governments, and any other circumstances that may be classified as force majeure as defined in Article 1,105 of the Spanish Civil Code.

15.2. Assignment of the Contract: The CLIENT may not transfer the rights and obligations arising from this Contract without the prior, express, and written consent of THE PROVIDER.

However, THE PROVIDER is expressly authorized to assign this Contract, in whole or in part, to any third party, whether or not part of its Group (where "Group" shall be understood as defined in Article 18 of the Spanish Companies Act).

15.3. Severability: The invalidity of any provision of this Contract shall not result in the invalidity of the entire Contract, except where the invalid provision is essential to the transactions covered by this Contract.

15.4. Waiver of Rights: The failure of either party to exercise any right under this Contract shall not be interpreted as a waiver of such right.

15.5. Modifications: THE PROVIDER may, at any time and without prior notice, modify these General Conditions and/or any specific conditions that may apply, by publishing such modifications on the WEBSITE so that they may be known by CLIENTS before visiting the WEBSITE or purchasing any Products and/or Services offered on it. The general conditions applicable to each sale shall be those in effect at the time of the CLIENT's purchase. Any subsequent modification of these General Conditions shall not affect sales already completed.

15.6. Governing Law: This Contract shall be governed by Spanish law, which shall apply to all matters not expressly covered herein regarding interpretation, validity, and enforcement, unless otherwise provided by a mandatory legal provision.

15.7. Jurisdiction: Jurisdiction shall be determined by the applicable legal provisions governing this legal relationship. If it is legally possible to choose jurisdiction and no law prohibits such choice, all disputes arising from this Contract shall be submitted to the courts and tribunals of Bilbao (Vizcaya, Spain).