

Web page usage conditions

In compliance with E-commerce and Information Company Services Law 34/2002, of July 11, ALEXANDRA VILLEMINEY informs you that she is the title holder of the website WWW.VILLENGUA.COM. In accordance with the provisions of Article 10 of said Law, ALEXANDRA VILLEMINEY records the following information: The title holder of these web pages is ALEXANDRA VILLEMINEY, with Tax Identification Number ESX5857137A and address CAMINO JOAQUÍN BLUME, 48 ALH. DE LA TORRE 29130, MÁLAGA, SPAIN. The company email is info@villengua.com.

User and regimen of responsibilities

Navigation, access and use by the websites of ALEXANDRA VILLEMINEY hereby confers the condition of user, which is accepted from the navigation of ALEXANDRA VILLEMINEY's pages, all conditions of use established here without prejudice are subject to the enforcement of the appropriate legal responsibilities and sanctions.

The ALEXANDRA VILLEMINEY's web pages provide great diversity of information, services and data. The user assumes total responsibility for correct website usage. This responsibility shall extend to:

-The veracity and legality of the information provided by the user in the forms distributed by ALEXANDRA VILLEMINEY for access to certain content or services offered by the webs. You shall also be responsible for the use that grants you access arising from completion of the aforementioned forms.

- Use of information, services and information offered by ALEXANDRA VILLEMINEY contrary to the provisions set forth in the present conditions, the Law, public decency, public good and public order, or anything else that may suppose harm to the rights of third parties or to the proper functioning of the websites.

Policy of links and extensions of responsibility

ALEXANDRA VILLEMINEY shall not be held responsible for the content of the web pages or those that the user can access through the links established on the websites thereof and states that in no case shall it proceed to examine or exercise any type of control over the content of other web pages.

In addition, it will not guarantee technical availability, accuracy, reliability, validity or legality of third party web pages to those that can be accessed through the links.

ALEXANDRA VILLEMINEY declares that it has adopted all of the necessary measures to avoid any damages to the users of their website that may be derived from navigation of its web pages. As a result, ALEXANDRA VILLEMINEY shall not be held responsible in any case for the eventual damages that any user may suffer from navigating the internet.

Modifications

ALEXANDRA VILLEMINEY reserves the right to make all modifications that it considers necessary, without previous warning, to the content of its website. Both in reference to the content of the website and in the conditions of use thereof, as well as the general contract conditions. Such conditions shall apply throughout the websites, in any legally permitted way and must be complied with during their period of publication on the web unless they are modified validly by later editions.

Cookies Storage

ALEXANDRA VILLEMINEY reserves the right to use user cookies for their websites to facilitate browsing personalization and ease of use.

Continuing with the company Data Protection Policy, ALEXANDRA VILLEMINEY reports that the cookies are associated with an anonymous user and computer, and because of this does not provide the user's name and last name.

The user is able to configure their browser so that it reports cookie reception, and if desired, it can stop them from being installed on the hard drive. However, for access to ALEXANDRA VILLEMINEY's web sites, cookie installation will not be mandatory.

Information protection

In conformance with the provisions of Spanish Personal Data Protection Law 15/1999 of Personal Information Protection, ALEXANDRA VILLEMINEY shall inform the users of its website that personal data collected by the company through the forms on its website shall be inserted in the automated data file under the responsibility of ALEXANDRA VILLEMINEY, with the aim of facilitating, expediting and fulfilling the agreements established between both parties.

In addition, ALEXANDRA VILLEMINEY shall inform of the possibility of exercising rights of access, cancellation, rectification and opposition in writing to the address CAMINO JOAQUÍN BLUME, 48 ALH. DE LA TORRE 29130, MÁLAGA, SPAIN.

Unless you inform us otherwise, we understand your data to be unchanged, that you agree to notify us of any changes and that we have consent to use it to facilitate relationships between the parties.

Intellectual Property

The rights of intellectual and industrial property derived from all texts and images, in addition to the media and forms of presentation and editing of the web pages belonging thereto, by

itself or as an assignee, to ALEXANDRA VILLEMINEY Shall be, heretofore, works protected as intellectual property by the Spanish legal system, subject to all applicable Spanish Law and Community Law in all communities and territories to which it applies and to international treaties related to the subject and underwritten by Spain. All rights reserved. In compliance with the Intellectual Property Law, the reproduction, distribution, public communication and use is expressly prohibited, partially or entirely of the contents of the web pages without the express consent of ALEXANDRA VILLEMINEY.

Legal actions, applicable legislation and jurisdiction

ALEXANDRA VILLEMINEY also reserves the right to present civil or penal actions that it considers beneficial for unintended use of its web pages and content or for non-compliance with the present conditions.

The relationship between the user and ALEXANDRA VILLEMINEY shall be governed by the Spanish standard in place and shall be competent to decide about any controversy that may be brought forth between the user and ALEXANDRA VILLEMINEY, the judges or courts of MALAGA.

General terms and conditions for contracting

General information and scope

All Provision of Services Contracts agreed between *Villengua* and its clients are based exclusively on these General terms and conditions for contracting. No condition from the buyer (hereinafter known as "the client") contrary or different to these conditions will be accepted; unless *Villengua* has previously agreed with and confirmed in writing. These General terms and conditions for contracting will be applied even if the client, when ordering a service, presents her/his conditions and these are contrary or different than the present ones.

On acceptance of an order, the client accepts the present General terms and conditions for contracting, which will be in force during the whole duration of the business relationship and for future business, even if there is no specific reference to the Conditions.

Offer - Documents of the Offer

In case there are offer specifications, estimates and other kind of documents attached to the offer, *Villengua* reserves the right of property and copyright on them. These documents will not be disclosed to third parties without the expressed and written approval of *Villengua*.

Granting of orders

Orders previously agreed will be considered as granted upon the client's remittance of the order by email, post or fax and upon the reception of the text(s) to be translated by *Villengua*. The reception of those texts will be confirmed via e-mail, conventional post, fax or phone call. Otherwise, the order will not be considered as accepted.

For the granting of the order, no signature by hand will be required. However, this condition can be agreed anytime, if requested. The granting and acceptance of the order will be considered as an agreed Provision of Services Contract.

Delivery Deadline / Delivery

Delivery deadlines are negotiated and offered to the client to the best of *Villengua's* knowledge and belief and are based on principles drawn from expertise. However, only deadlines can be accepted which can be reasonably met. *Villengua* will not be responsible for any additional expenses of the client due to non-observed deadlines.

A delivery will be considered as compliant with regulations and deadlines from the time of the demonstrable remittance (email remittance protocol).

The client must immediately check the translation after its delivery. The translation service provided will be considered as accepted after a period of 5 working days from the time of delivery of the translation.

The translation service provided will be considered as accepted when the client uses or applies the translation or parts of the translation before the end of the previously specified deadline of 5 working days; when the client has completed the payment of the respective invoice; and when, after the delivery, no confirmation of acceptance from the client has been received within a period of time previously specified by *Villengua*.

The client shall issue a written acknowledgement of the receipt of the materials. *Villengua* shall not be responsible for the delivery and/or inaccurate, incomplete or damaged transmissions of the materials or loss incurred during electronic transmission.

Delivery

The client determines the delivery method. *Villengua* assumes no liability for any damage to or loss of the materials during transit.

Villengua does not take liability for damage caused by the disturbance of the conduct of business and force majeure such as natural phenomena, transfer errors of electronically conveyed data, impairment of data by viruses or spam filters, network or server errors and other obstacles beyond our responsibility. In the mentioned cases, and in the possible exceptional case of a partial restriction or abandonment of our conduct of business, we have the right to withdraw totally or partly from closed contracts.

Confidentiality

All information given will be treated as strictly private and confidential. Only the translator and/or employees have access to the information. *Villengua* commits itself to maintain strict secrecy on all the facts confided in connection with the professional activities for the client.

Liability

Villengua shall only be liable if the damage is caused by its gross negligence or deliberate action.

Villengua accepts no liability of the translated contents. Should the work be protected by copyright the client assumes the responsibility for the contents. Should a claim be made against *Villengua* stating that a translation has violated an existing copyright or should third party claims be lodged, the client shall be obliged to release *Villengua* in full from the claims.

Villengua is entitled to use third parties in order to carry out all activities where it considers that this is expedient or necessary. *Villengua* shall only be liable for the meticulous selection of competent suppliers. However, *Villengua* agrees to assign any claims against third parties to the customer on demand.

Payment terms and conditions

The purchase price will be paid without deduction within 45 days from the date of invoice. After 10 working days from the invoice expiration date, the client will be in arrears, without the necessity of warning or request from *Villengua*.

In case of late payment, legal regulations will be applied.

The client will receive compensation only if, from a legal perspective, his/her complaints are proven to be valid, indisputable or recognized by *Villengua*.

The right to withhold payment can only be enforced if it is based on the provision of the service included in the invoice.

Prices

All prices and offers are non-binding and are subject to changes at any time. Surcharges, rates and other complementary charges are specified on the price list and are subject to changes. All prices are indicated in Euros as long as no different currency has been agreed.

Villengua reserve the right to modify its prices as convenient if, after the granting of the order / agreement of the contract, there is a cost reduction or increase, especially when they are caused by the incorrect or incomplete transmission of the source documents or by incorrect or ambiguous expressions of the source documents. On the other hand, *Villengua* will apply an annual increase on prices, according to the Spanish Consumer Price Index (CPI) increase for the year.

Property reserve

Villengua reserves the right to the property of the product resulting from the translation service provision and of all complementary documents created for the provision (terms databases) until the receipt of all payment corresponding to the granting of the order / agreement of contract for the service provision.

Claims for defects

According to the client's liability to check without delay the translation after delivery, as described under the section "Delivery deadline", all claims related to a translation will be submitted in writing within 5 working days after the delivery of a faulty translation and, in case of latent defects, within 30 working days from the delivery date.

The client's claims filed against *Villengua* will be limited to the later execution or corrective action. In case of failure of the later execution or corrective action, the client will be entitled to a price reduction. The later execution or corrective action will be accomplished provided that the client makes payment for the value of the provision of defective services.

Disclaimer clause

If any of the regulations herein established was or stopped being effective, this will not affect the validity of the remaining regulations included in these General terms and conditions for contracting. In that case, the particular regulation will be established so that it meets in the best possible way the interest of the parties. With respect to the rest, legal regulations will apply.

Jurisdiction

When the client is a trader, the presiding jurisdiction is the one corresponding to the tax residence of *Villengua*, respectively. However, *Villengua* will be entitled to legal action against a client in their own country of tax residence.

For all other cases Spanish law will apply.