

TERMS AND CONDITIONS

The present terms and conditions of **Use, Conditions of Sales and Privacy Policy** regulate the use of the **WEB SITES**: www.fundaciocim.org, www.cursos3d.org and www.bcn3dtechnologies.com, of which **FUNDACIÓ PRIVADA CENTRE CIM**, with NIF: **G-63749162** and address: **LLORENS I ARTIGAS, 12**, Postal Code: **08028**. City: **BARCELONA**. Province: **BARCELONA** is holder.

Through its websites, **FUNDACIÓ PRIVADA CENTRE CIM** (henceforth, the website administrator) provides information about its products and online transactions, as well as offering the possibility of their acquisition. Due to the content and purpose of the websites, those who want to benefit from its products must have the status of **USERS / CLIENTS** which is acquired by completing the **REGISTRATION** form in **MY ACCOUNT**.

1. PRODUCT INFORMATION

The descriptions of the articles found on the **WEBSITES** are made based on the listings of products.

FUNDACIÓ PRIVADA CENTRE CIM is the administrator of the sale of machines, spare parts and other products found on the web page www.bcn3dtechnologies.com. At the same time **FUNDACIÓ PRIVADA CENTRE CIM** is the administrator of the web page www.fundaciocim.org/es, whose mission is to transfer knowledge of Engineering and technology management to companies and professionals, through training, research and development of digital manufacturing technology.

2. PRICES

The prices of the products that are indicated on the websites include VAT.

3. AVAILABILITY

Website administrator will do everything possible to answer all questions and attend to requests made by the **USERS/CLIENTS** within the shortest timeframe.

However, on occasions, and for reasons not easily controlled by the website administrator, such as human errors or computer systems incidents, it is possible that the swiftness of services provided to **USERS / CLIENTS** differs from the one initially made by the website administrator in order to satisfy the **USERS / CLIENTS** demands.

In the event that after having placed the order the management of the **USERS/CLIENTS** demands cannot be completed or a product is no longer available, the **USER / CLIENT** will be notified by e-mail of the cancellation of the order. If, following this annulment, the **USER / CLIENT** wants to return a product, he must follow the stipulated in the Return section.

4. PAYMENT

The **USER / CLIENT** agrees to pay at the time of ordering the product. The proof of purchase of services and / or procedures corresponding to an order or demand made will be available and can be viewed on the **WEBSITE** in the section of the Registration.

The **USER / CLIENT** has to pay the amount corresponding to the order by credit card (**VISA OR MASTERCARD**) and / or **PayPal**.

The **USER / CLIENT** has to notify the website administrator of any undue or fraudulent charge on the card used for the purchases, by e-mail or telephone, in the shortest possible time for the administrator to make appropriate arrangements.

5. SECURITY

The website administrator has the maximum security measures commercially available in the sector. In addition, the payment process works on a secure server using the SSL protocol. The secure server establishes a connection so that the information is transmitted in an encrypted form using 128-bit algorithms, which ensures that it is only intelligible and understandable by the computer of the **USER / CLIENT** and that of the **WEBSITE**. This way, using the SSL protocol ensures:

1. That the **USER / CLIENT** is communicating his / her data to the website administrator's server center and not to any other that tries to impersonate it.
2. That between the **USER / CLIENT** and the website administrator's server center the data is transmitted encrypted, avoiding its possible reading or manipulation by third parties.

6. FORMALIZATION OF ORDERS

Once the order has been formalized, that is, with the acceptance of the conditions of use and confirmation of the purchase process in the section **MY CART**, the website administrator will always send the **USER / CLIENT** an e-mail confirming the details of the purchased products.

7. RETURN POLICY

7.1. RETURN PROCEDURE

All products purchased on the website administrator's page may be returned and refunded, provided that the **USER / CLIENT** communicates his/her intentions to administrator within a maximum period of 30 calendar days from the date of Delivery and that the rest of the conditions established in this section are fulfilled.

All information will be available and can be visible on the **WEBSITE**. Website administrator will only accept returns that meet the following requirements:

- You will get your money back for items not expressly ordered outside the catalogue or those that do not comply with that expressly stated in the description. This right does not apply for products ordered specifically for the customer.
- If the reason for the return is attributable to the website administrator (the product is incorrect or incomplete, it is not what was requested, etc.), the amount of the return costs will be

reimbursed. If the reason is different (the products ordered are not to your liking), the cost of the return will be borne by the **USER / CLIENT**.

To proceed with a return, the following steps must be followed:

1. Inform before 30 calendar days from receipt that the product is going to be returned. This can be done via e-mail to fundacio@fundaciocim.org.

7.2. USER / CLIENT REFUNDS

Only in case that the service provided is incorrect, the website administrator will reimburse the **USER / CLIENT** for the corresponding expenses.

The website administrator will manage the return order under the same system that was used for the payment. The application of the refund into the **USER/CLIENT** account or card will depend on the card and the issuing entity. The application period can take up to 30 days for credit cards.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY

Website administrator has all the rights to the content, design and source code of the websites including but not limited to photographs, images, texts, logos, designs, trademarks, trade names and data that are included in the web.

Be advised that these rights are protected by current Spanish and international legislation regarding intellectual and industrial property.

In addition, and without prejudice to the previous statements, the content of the **WEBSITE** also has the status of a computer program, and therefore, all Spanish and European Community legislation in force are applicable in the matter.

Total or partial reproduction of this website or any of its contents is expressly forbidden without website administrator's specifically written permission.

Likewise, it is totally prohibited to copy, reproduce, adapt, modify, distribute, commercialize, publicly communicate and / or act in violation of current Spanish and / or international intellectual property and / or industrial property regulations, as well as use the website's contents without previous website administrator's express authorization in written form.

Website administrator informs that no license or implicit authorization on the intellectual and / or industrial property rights or any other right or property related, directly or indirectly, with the contents included in the **WEBSITE** is granted.

The only use authorized is that of the contents of the web domain for informational and service purpose, provided that the source is cited or referred to, and the user is the only one responsible for its misuse.

9. ACCESSING AND STAYING ON THE WEB

9.1. OUR CONTENTS

The **USERS / CLIENTS** are fully responsible for their conduct when accessing the information on the **WEBSITE**, while browsing the **WEBSITE**, as well as after having accessed it.

As a consequence, **USERS / CLIENTS** are the only ones responsible before the website administrator and third parties for:

1. The consequences that may arise from a use with unlawful purposes or effects or those contrary to the stated in this document, of any content of the **WEBSITE**, whether or not made by the website administrator, published under its name or not in an official form.

2. The consequences that may result from the use contrary to the content of this document and harmful to the interests or rights of third parties, or that in any way may damage, disable or deteriorate the **WEBSITE** or its services or prevent normal functioning experimented by other users.

Website administrator reserves the right to update the contents when it considers convenient, as well as to eliminate, limit or prevent access to them, temporarily or definitively, as well as deny access to the **WEBSITE** to **USERS / CLIENTS** who misuse the contents and / or breach any of the terms and conditions that appear in this document.

Website administrator informs that it does not guarantee that:

1. The access to the **WEBSITE** and / or to the linked websites is uninterrupted or error-free.

2. The content or software to which the **USERS / CLIENTS** access through the web or the linked web does not contain any errors, computer viruses or other elements in its contents that may cause alterations in your system or in electronic documents and files stored on your computer system, or cause another type of damage.

3. The use of the information or content of the **WEBSITE** or linked websites that the **USERS / CLIENTS** could avail for their personal purposes.

The information contained in this website must be considered by the **USERS / CUSTOMERS** as informative and guiding, both with respect to its purpose and its effects, so that: website administrator does not guarantee the accuracy of the information on the **WEBSITE** and therefore does not assume any responsibility on the possible damages or discomforts for the **USERS / CUSTOMERS** that could derive from some inaccuracy present on the **WEBSITE**.

9.2. OUR RESPONSIBILITY

Website administrator does not assume any responsibility derived from the actions, including but not limited to:

- The use that the **USERS / CLIENTS** may make of the **WEBSITE** or linked sites' materials, whether prohibited or permitted, in violation of the intellectual property rights and / or industrial property rights of content of the **WEBSITE** or third parties.

- The eventual damages to the **USERS / CLIENTS** caused by normal or abnormal operation of the search tools, the organization or location of the contents and / or access to the **WEBSITE** and, in general, the errors or problems that are generated in the development or implementation of the technical elements that the **WEBSITE** or a program facilitates the **USER / CLIENT**.

- The contents of those pages which the **USERS / CLIENTS** can access from links included on the **WEBSITE**, whether authorized or not.

- The acts or omissions of third parties, regardless of whether these third parties could be linked to the website administrator by a contractual manner.

- Access of minors to the contents included in the **WEBSITE**, this being the responsibility of their parents or guardians to exercise an adequate control over the activity of their children or minors under their charge to install some of the control tools for Internet navigation in order for those underage to avoid access to materials or contents not suitable for minors, as well as to send personal data without the prior authorization of their parents or guardians.

Website administrator will not be responsible in any circumstances when the following occurs:

- Errors or delays in the access to the **WEBSITE** by the **USER / CLIENT** when entering their data in the order of services form, the slowness or impossibility of reception by the addressees of the confirmation of the order or any anomaly that may arise when these incidents are due to Internet problems, causes of unforeseeable circumstances or force majeure and any other unforeseeable contingency outside the website administrator's bona fides.
- Errors or incidents that may occur in communications, deletion or incomplete transmissions, so that the services of the website are not guaranteed to be constantly operational.
- Errors or damages caused to the website by an inefficient and bad faith use of the **USER / CLIENT**.
- Non-operability or problems in the electronic address provided by the **USER / CLIENT** in order to send the confirmation of the service request.

In any case, the website administrator undertakes to solve any problems that may arise and to offer all the necessary support to the **USER / CLIENT** to arrive to a quick and satisfactory solution of the incident.

Likewise, the website administrator has the right to carry out promotional campaigns during defined intervals in order to promote the registration of new members in its service.

The website administrator reserves the right to modify the conditions of application of the promotions, to extend those by proper communication, or to proceed to the exclusion of any of the participants and / or **USERS / CLIENTS** from the promotion in the event of detecting any anomaly, abuse or unethical behavior in their participation in the promotion.

10. PRIVACY POLICY

USERS / CLIENTS agree to browse the **WEBSITE** and use its content in good faith.

In compliance with the Organic Law 15/1999, on Personal Data Protection, we inform you that completing any form on the **WEBSITE** or sending an email to any of our mailboxes implies acceptance of this privacy policy and authorization for the website administrator to treat the personal data provided to us, which will be incorporated into the file, owned by the website administrator and registered in the General Register of the Spanish Agency of Data Protection.

The **USERS / CLIENTS** data will be used for sending information via e-mail about online and physical management made by the website administrator, as well as for the delivery of the purchases.

By the mere visit to the **WEBSITE**, the **USERS / CLIENTS** do not provide personal information nor are they obliged to provide it.

The website administrator undertakes to keep the maximum reserve and confidentiality on the information provided to him and to use it only for the indicated purposes.

Website administrator assumes that the data has been entered by its owner or by a person authorized by the said owner, as well as that it is correct and accurate.

It is up to the **USERS / CLIENTS** to update their own data. At any time, the **USER / CLIENT** will have the right to access, rectify, cancel and oppose all personal data included in the different registration forms. To modify or update personal data, the **USER / CLIENT** must access the **WEBSITE** and address to the section **MY PERSONAL DATA**. To cancel your account, you will have to send an email from your account to: fundacio@fundaciocim.org, with the subject "**Cancel Account**".

Therefore, the **USER / CLIENT** is responsible for the accuracy of the data and the website administrator will not be responsible for the inaccuracy of the personal data provided by **USERS / CLIENTS**.

In accordance with current legislation on data protection, the website administrator has adopted the appropriate security levels for the data provided by the **USERS / CLIENTS** and, in addition, has installed all means and measures at their disposal to avoid loss, misuse, alteration, unauthorized access and extraction thereof.

11. NULLITY

In case any clause in these terms and conditions is declared null, all other clauses will remain in force and will be interpreted taking into account the will of the parties and the very purpose of these terms and conditions.

Website administrator may not exercise any of the rights and powers conferred in this document which in no way implies the waiver of the same unless expressly acknowledged by the website administrator or prescription of the action is applicable.

12. MODIFICATION OF THE TERMS AND CONDITIONS

Website administrator reserves the right to modify, at any time, the presentation and configuration of the **WEBSITE**, as well as the present terms and conditions.

Therefore, the website administrator recommends the **USER / CLIENT** to read carefully the conditions and terms of use, each time he accesses the **WEBSITE**. **USERS / CLIENTS** will always have these terms and conditions in a visible place, freely accessible for any queries you wish to make.

13. APPLICABLE LAW AND ARBITRATION

These terms and conditions are governed by the Spanish legislation applicable in the matter. In order to resolve any controversy or conflict that may arise, the parties submit to the jurisdiction of the courts of the city of origin of the company that owns the **WEBSITE** unless the law imposes another jurisdiction.