

GENERAL CONTRACT CONDITIONS

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Owner and general purchasing conditions

These General Contract Conditions - hereinafter GCC -, regulate the purchase conditions of the different products offered on our website: www.gofacing.com, owned by goFacing, S.L. (hereinafter goFacing), Spanish company, with Fiscal nº B87145207, and located at Paseo Europa, 26, 28703, San Sebastián de los Reyes, Madrid - Spain.

Users who make purchases at www.gofacing.com fully accept these GCC and will be bound by them, as if they were written at the time of contracting/purchase.

The reading and acceptance of the GCC will be an essential requirement, prior to the purchase of any product through www.gofacing.com.

goFacing, S.L. reserves the right to modify the GCC at any time and without prior notice. The GCC will always be accessible from the website, so that the user can consult or print them at any time.

The prices and conditions of sale are for informational purposes only and may be modified in response to market fluctuations. However, placing the order by filling in the purchase form implies compliance with the price offered and with the general conditions of sale in force at that specific time. Once the order is formalized, the purchase will be understood to be perfected by right, with all the legal guarantees that protect the purchasing consumer and, from that moment, the prices and conditions will be contractual and cannot be modified without the express agreement of both contractors. Spanish will be the language used to formalize the contract. The electronic document in which the contract is formalized will be filed and the user will have access to it in their client area. Revised conditions as of June 23, 2021.

goFacing reserves the right to deny and/or suspend access to the services provided on www.gofacing.com for reasons of violation of good contractual faith, breach of applicable legislation, of these General Purchase Conditions and/or in cases of fraud detected by this company and/or any of its suppliers.

1. Purpose, modifications and benefits

1.1. These GCC, together with the Particular Conditions, the corresponding descriptions of benefits and the rates lists, which are established in each case, will regulate the provision by goFacing of the services, (hereinafter, "the Services"), as well as other services that in the future may be offered to the CLIENT in exchange for the corresponding remuneration to be paid by him. Said Services will confer on the CLIENT a right to use the products and services offered, subject to the terms, conditions and terms of these GCC and the particular conditions that, where appropriate, are established.

1.2. goFacing may modify the content of these GCC mediating the CLIENT's acceptance; In the communication sent for these purposes, goFacing will provide the CLIENT with information regarding the modification as well as the consequences of its non-opposition. Acceptance of the modification of the GCC will be considered given as long as the CLIENT does not reject it within two weeks after receiving the communication notifying the modification. In the event that the CLIENT communicates its rejection to goFacing within said period, the GCC under which it contracted will remain in force.

1.3. These GCC will prevail over any general condition that the CLIENT may claim, unless expressly agreed to the contrary in which its acceptance by goFacing is recorded in writing.

1.4 These GCC will apply as long as they do not conflict with the Particular Conditions or no Particular Conditions have been provided.

2. Rights and obligations of the parties

2.1. The CLIENT will have the right to use the Service or Services contracted in accordance with the General and Particular Conditions that are agreed in each case.

2.2. The CLIENT must use the Service or Services contracted in accordance with the conditions agreed between the parties, current legislation and good faith.

2.3. The CLIENT must be represented by a person of legal age, that is, over 18 years of age.

2.4. The CLIENT must pay the agreed remuneration in the terms and forms contained in the Particular Conditions and price lists.

2.5. The CLIENT must provide goFacing with their correct and complete data. Therefore, the CLIENT is obliged to inform goFacing immediately about any modification of the data provided and to confirm it again to goFacing, at its request, within 15 days from the date of the modification.

Unless otherwise agreed in the Particular Conditions, the following information must be provided:

Full name, fiscal nº/ID or alike, confirmation that the client is of legal age, address, e-mail address, telephone, owner of the service, payment information (either credit or debit card, bank account or PayPal account) and payment data owner and its legal form.

2.6. The CLIENT has full responsibility for the content of the information transmitted and the exploitation that is made of it, as well as the claims of third parties and the legal actions that their actions could trigger. Ultimately, the CLIENT is responsible for the compliance with the applicable laws and regulations and, by way of example, with the rules that have to do with the operation of the online plan, electronic commerce, copyright, maintenance of public order as well as universal principles of Internet services.

2.7. The CLIENT shall refrain from using the Services in a manner contrary to good faith and, in particular, in a merely illustrative manner, shall not carry out with respect to them:

2.7.1. A use that is contrary to Spanish, European or country of activity laws, or that infringes the rights of third parties.

2.7.2. Any publication or transmission of content that, in goFacing's opinion, is violent, obscene, abusive, illegal, xenophobic or defamatory.

2.7.3. The use of cracks, numbers of serial programs or any other content that violates the intellectual property rights of third parties.

2.7.4. The collection and/or use of personal data of other users without their express consent or in contravention of the provisions of Spanish Organic Law 15/1999, of December 13, on the Protection of Personal Data.

2.7.5. The use of the service to share files or streams that are not suitable for their business purposes, and that generate direct profit from the use of the service.

2.8. The CLIENT undertakes to adopt whatever security measures are convenient or necessary to preserve the confidentiality and secrecy of its User (Login) and Password

(Password) for access to the goFacing service, which will be, in any case, personal and non-transferable.

2.9. In case of violation of any of the obligations indicated in points 2.3, 2.5, 2.6, 2.7, 2.8, goFacing will have the right to terminate the contract with the CLIENT without the latter having the right to claim or compensation. Likewise, goFacing will have the right to interrupt the provision of the service with prior written notification 72 hours in advance, which may also be done via email, and, where appropriate, to subsequently cancel it.

2.10. goFacing guarantees that the contracted Services will be provided in the manner provided in these GCC and, where appropriate, in the provisions of the Particular Conditions.

2.11 The CLIENT will not have the right to demand that the same user-room name be assigned to him for the entire term of the contract.

2.12. The CLIENT will choose a specific rate when placing the order. Unless otherwise agreed by both parties, the combination of different offers is not possible.

2.13. goFacing offers a guarantee of operation of the Services that empowers the CLIENT to receive a total or partial payment of the fees paid in the event that the total availability of the service offered by goFacing is less than 99%. In the event that the CLIENT demonstrates to the satisfaction of goFacing that the total availability of the service is lower than the aforementioned reference, the CLIENT may contact goFacing to request a payment for said rate proportional to the time of unavailability, a payment that will be assigned to the future purchase of goFacing Services. Subscriptions are not exchangeable for money and do not affect the applicable taxes. Credits will not apply to outages caused by (i) scheduled periodic maintenance or repairs carried out from time to time by goFacing; (ii) lack of availability caused by the CLIENT, (iii) suspension of the CLIENT's account due to legal actions taken or announced against the CLIENT or its services; (iv) suspension of the CLIENT's account for violations of the General Contracting Conditions, such as, by way of example, non-payment or incidents of payment or identification of fraudulent behavior or infringement of the GCC; or (v) causes beyond the control of goFacing or that are not reasonably foreseeable by goFacing.

2.14. goFacing may temporarily limit or interrupt the CLIENT access to its services when the security of the network service makes it necessary, the maintenance of the integrity of the network and, especially, to avoid serious interruptions to the network, the Software or saved data. .

Said interruptions will be communicated, as far as possible, in advance to the CLIENT through our website or via email. The above obligation will not be required of goFacing in

the event of force majeure or if there is a drop in the data network that serves as the basis for the provision of the same beyond its control and control.

goFacing reserves the right to definitively cancel the aforementioned access in the event that the CLIENT seriously infringes its obligations and/or in the event that, for reasons beyond the control of goFacing, it is essential to make technological changes that prevent the continuation of the service, prior notification to the CLIENT fifteen (15) days in advance. For these purposes, serious infractions are those referred to in clause 2.9 of these GCC.

2.15. goFacing is not responsible for:

1. The contents transmitted by the user in the service;
2. Possible damage to the equipment due to its incorrect use (which will be the responsibility of the CLIENT);
3. Damage due to a virus infection of CLIENT computers;
4. Errors produced by access providers;
5. Any unlawful interference by a third party
6. The faulty configuration of the equipment and service access terminals, by the CLIENT.

2.16. goFacing may assign the rights and obligations contained in these GCC to one or more third parties. In this case, the CLIENT may terminate the contract immediately.

2.17. goFacing will freely choose the technical means, which may be related to technology and/or infrastructure, in order to facilitate the provision of the services provided.

2.18. goFacing will not be responsible for damages of any nature that may be caused to a third party or to the CLIENT as a result of the improper or illegitimate use of the Services by the CLIENT.

2.19. Any claim made by the CLIENT to goFacing must be submitted in writing, which may also be made by email if the CLIENT adds his full name, NIF/DNI/CIF, or any other legal/fiscal identification nº, address, e-mail address, telephone number as well as the owner of the claim to the claim, and provides the electronic document with an electronic signature, in accordance with current regulations. The claim of defects and interruptions not notified in time is excluded.

The complaint should be directed to support@gofacing.com.

After notifying goFacing of the defects and interruptions, objects of the claim, the CLIENT will grant goFacing a period of 10 days to restore the correct functioning of the service. During this period, the CLIENT may not take any action against goFacing or terminate the contract due to such defects and interruptions.

2.20. goFacing will be liable in any case for damages produced as a result of a breach of contract that is due to fraudulent or seriously reckless behavior by goFacing or one of the persons used by goFacing to fulfill its obligations. If the contractual breach does not occur in a seriously reckless or fraudulent manner, goFacing's liability will be limited to the amount of damages foreseen or that could have been foreseen at the conclusion of the contract.

In any case, and except for mandatory legal provision to the contrary, the quantification of the aforementioned responsibility will be limited to the consideration actually paid by the CLIENT to goFacing for the contracted Services.

3. Licenses, Intellectual Property

goFacing is the owner or, where appropriate, is authorized to use by the legitimate owner, of all copyrights, trademarks, intellectual property rights, know-how and any other rights related to the services contracted by the CLIENT, as well as the computer programs necessary for its implementation and the information that it obtains about it.

The CLIENT must respect the third-party usage programs made available by goFacing, even if they were free, of which goFacing has the necessary exploitation rights.

The CLIENT, by virtue of these GCC, does not acquire absolutely any right or license over the Services provided, over the computer programs necessary for the provision of the Services, nor over the technical information for monitoring the Services, except for the rights and licenses necessary to comply with these GCC and only for the temporary duration of the contracted Services.

The CLIENT undertakes to guarantee that any person using the programs respects the conditions of use thereof.

4. Rates and payment method

4.1. The rates included in the rate lists are fixed. The rates depend on the choice of the agreed service, contained in the corresponding Particular Conditions. If independent rates

of use have been agreed, goFacing may establish a prepayment system. The rates will be invoiced prior to the provision.

4.2. goFacing may increase the amount of fees no more than once per calendar quarter with four weeks' notice before the end of the quarter. For the validity of the increase, the consent of the CLIENT is required, which will be considered granted if the CLIENT does not declare his disagreement with said increase, within two weeks following its written notification, sent by ordinary mail (goFacing SL, Paseo Europa , 26, 28703, San Sebastián de los Reyes, Madrid - Spain). If the CLIENT does not declare his disagreement, he will alternatively have the right to terminate the contract during the same period, after which the contract will continue its validity with the new rates notified.

4.3. The CLIENT will be informed of the final price, including applicable taxes, when formalizing the purchase process and always prior to the client sending their order to goFacing. Any tax, tariff or duty which is imposed upon goFacing by any governmental authority and included by goFacing in the price shall be separately stated on the invoice.

4.4 If there is a variation in the taxes applicable to the agreed services, goFacing may adapt its prices accordingly.

4.5. Invoices will be issued and sent to the CLIENT by email. The CLIENT accepts the use of e-mail as the only applicable way to receive the invoices generated by the provision of the Services.

4.6. Depending on the service provided and the method of payment provided by goFacing, the payment of the invoices may be domiciled in the bank account indicated by the CLIENT or it will be charged to the bank card number provided by the CLIENT, or to their PayPal account in a timely or periodic manner. The CLIENT accepts and expressly authorizes goFacing to carry out this direct debit or charge to the invoice card during the entire period of validity of the contractual relationship.

4.7. For the payment by direct debit/direct debit (SEPA), the following applies: The client authorizes goFacing SL to withdraw the charges from the specified account by means of an express declaration (direct debit order). The prior notification ("Prenotificación") will be sent five (5) business days before the amount is withdrawn from the account and at the earliest, said amount will be withdrawn 2 business days after the invoice date. The invoice will be notified to the customer by e-mail or otherwise agreed for special cases The client will be obliged to have sufficient funds in the specified account so that the amounts owed can be withdrawn.

4.8. In the event of non-payment of the invoice, the CLIENT will bear the costs of all payment requests, as well as the cost of returning the bank receipt and all other expenses

that accrue for said reason attributable to the CLIENT, including fees and expenses of goFacing attorneys.

4.9 goFacing reserves the right to suspend the Services provided in the event of any incident experienced in the collection thereof and/or due to non-payment. If the CLIENT does not proceed to pay for the Services within the 10 calendar days following the billing of the Service, goFacing may immediately suspend it and simultaneously proceed to claim the amounts owed, being able to subsequently terminate the contract with the CLIENT for breach.

5. Offer, formalization and extension of the contract

5.1. After sending the purchase request by the CLIENT, goFacing will accept the request for termination of the contract or cancellation of a certain service, within a period of 15 calendar days from the purchase of it, at no cost to the CLIENT.

goFacing will make these GCC available to the CLIENT to which the contract will be subject, so that they can be stored and reproduced by the same. After the above request or request by the CLIENT, goFacing will confirm the contract by sending a welcome e-mail to the CLIENT in which they will be informed of the activation of the contracted services and the details thereof.

6. Termination of the contract

6.1. The contract may end by mutual agreement of the parties.

6.2. Contractual relationships between goFacing and the CLIENT that do not have a specified duration may be terminated by either party at any time without the need for any justification.

6.3. The CLIENT may terminate the contracts conditional on a period in advance as long as they refund to goFacing the difference in price between said contracts and those that, at the time of contracting, goFacing offered in a manner not conditioned to a minimum permanence commitment for the same products or services.

6.4. The CLIENT can request the cancellation of the entire contract or of any of the services associated with it. Said cancellation request will generate the sending of a confirmation e-mail by goFacing, which will contain the information necessary to complete the cancellation procedure.

6.5. If the CLIENT requests additional services to the contract, the period initially agreed in the contract will be valid for them. Additional benefits may be, according to the indicated waiver regulations, separately waived, otherwise continuing the term of the contract.

7. Personal Data Protection

goFacing expresses the utmost respect and attaches great importance to the protection of its clients' data, whose decisions on the use of their data will be respected in any case.

goFacing complies with Spanish Organic Law 15/1999, on the Protection of Personal Data and with any other regulations in force on the matter, and maintains a Privacy Policy on personal data, which mainly establishes the use that goFacing makes of personal data, customers are informed in detail of the essential circumstances of such use and of the security measures that are applied to their personal data to prevent unauthorized third parties from accessing them.

For the registration, purchase and management of the guarantees, we will base the processing of the data on the execution of the purchase contract or within the framework of the pre-contractual relationship.

For the sending of commercial information, we will base the treatment on the consent of the CLIENT, although if you are already a client we can send information about similar products, always providing with a simple and free means to unsubscribe.

When a purchase is done, CLIENT data may be communicated to the following recipients:

- Banking entities for the payment of purchases by card and/or study of purchase financing and obtaining consumer loans.
- Entities that provide fraud investigation, discovery and prevention services, as well as minimizing the risk of its commission, based on the legitimate interest recognized by current regulations.
- To the Consumers and Users Office in case of any claim.
- To manufacturers, technical services and/or wholesalers in the case of warranties or repairs. To those transport companies that may have commissioned the shipment to customers of the corresponding orders. These recipients may be located within Spanish territory as well as outside it, depending on the product and/or service purchased.
- In the legally established cases, as is the case of Security Forces.

- To public administrations to which we have to provide information in order to comply with our legal obligations.

goFacing ensures the confidentiality of the data provided and guarantees that, in no case, will they be transferred for any other use without the prior and express consent of the CLIENT. We will only ask for those data necessary for the provision of the required service and they will only be used for this purpose.

8. Right of withdrawal

8.1. When the CLIENT is a consumer and the contract is concluded without the simultaneous physical presence of the CLIENT and goFacing, the CLIENT will enjoy the right of withdrawal described in this section.

8.2. The CLIENT will have a maximum period of fifteen (15) calendar days to withdraw from the contract by means of a written declaration by certified mail to the address goFacing SL, Paseo Europa, 26, 28703, San Sebastián de los Reyes, Madrid - Spain or by Email to support@gofacing.com by completing the [withdrawal form](#). The term to exercise the right of withdrawal, which will not imply any penalty or need to indicate the reasons, will begin to run from the day the contract is signed.

8.3. The CLIENT's right of withdrawal is extinguished in advance if goFacing, with the express consent of the CLIENT or on his initiative, has already begun with the provision of the contracted service before the expiration of the withdrawal period. The CLIENT has no right of withdrawal if goFacing supplies him with goods made in accordance with the CLIENT specifications or that are clearly designed based on his needs or if the CLIENT himself has ordered the provision of a service before the expiration of the withdrawal period. (for example, goRooms with material for the CLIENT's physical rooms). Nor does the CLIENT have the right of withdrawal if goFacing supplies him with software on a data carrier and the CLIENT unseals it.

9. Money Back Guarantee

goFacing grants the CLIENT a trial period of 15 calendar days from the date of registration in the service, in which in case of not being satisfied with the product or the goFacing service, they may terminate the contract, returning the fee basic paid. The amount that is returned to the CLIENT will not include additional expenses incurred, such as those accrued as a result of material shipments or for optional professional services contracted by the CLIENT.

For this, it will be necessary for the CLIENT to fill out and sign the [withdrawal form](#), and send it to goFacing SL, Paseo Europa, 26, 28703, San Sebastián de los Reyes, Madrid -

Spain or send it by email to support@gofacing.com with the subject "Withdrawal" in the subject of the email. In any case, said statement must be received by goFacing within the period of 15 calendar days indicated.

Each CLIENT may only make use of this option once, regardless of the number of Services contracted by goFacing. Thus, for example, in the event that the client purchases a virtual room and wishes to extend the initial contract, this guarantee will only apply to the initial contract and not to its subsequent extensions.

This guarantee may not be applicable to the services contracted through promotional offers. goFacing reserves the right to exclude its application in the aforementioned cases.

Any financial or transportation expense directly applicable to this request will be assumed by the CLIENT.

Once the cancellation has been accepted, the amount will be returned according to the form of payment that had been used:

* With a credit/debit card, the payment will be made to your account within 48 to 72 hours.

* by Paypal, the payment will be made in your Paypal account

* By bank transfer, we will ask for an account number to make the payment. It may take up to 48 business hours until it is reflected in said bank account.

10. Applicable legislation and jurisdiction

10.1. In the provisions of these GCC, as well as in the interpretation and resolution of conflicts that may arise between the Parties, Spanish legislation will be applicable.

10.2. The Parties agree to submit for the definitive resolution of all controversies resulting from the contractual relationship, exclusively to the courts or tribunals that will be competent in each case, of the city of Madrid.

11. Prime Support

	Standard Warranty	Prime Support
Helpdesk Access	Email NBD	Email, with 2 h SLA 9:00 - 18:00 CET
Repairs	14 day average response time	Fast repairs guaranteed. Includes equipment replacement in 72 hrs
Third Party Product Coverage	✗	✓
Logistics covered	✗	✓
Other devices	✗	The package may include units on loan, advanced exchange, and initial setup.