

## **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

These General Conditions of Contract are applicable to the provision of the service (hereinafter, General Conditions) offered by Anteco Systems S.L. (ANYTECH365), with CIF no. B93311710 and with registered office at Ctra. Nacional 340, km 189, Edif. Los Pinos núm. 3. Málaga, Marbella, CP 29.660, to individuals and/or legal entities (hereinafter, client) that express their willingness to contract the services regulated in these conditions through the request made by electronic media, established and contained in [www.anytech365.com](http://www.anytech365.com) (hereinafter, the website).

These General Conditions are available on the web page and will be sent to the client, together with the particular conditions of the service, at the time of contracting, being informed the client at all times of what the conditions of the service are and he must expressly accept them by electronic confirmation.

The acceptance of these General Conditions together with the particular conditions of the service implies the formation of a contract for the provision of services (hereinafter, the Contract) between ANYTECH 365 and the client, who must assert that they have sufficient and full legal capacity for the subscription of the Contract.

ANYTECH 365, undertakes to send to the client, within 24 hours of the subscription of the Contract, a personalized email with a copy of these General Conditions together with the particular conditions of the service contracted.

### **FIRST - SUBJECT OF THE PROVISION OF THE SERVICE**

The client who signs the Contract will be entitled to receive from ANYTECH 365 the services that, according to the chosen plan, correspond, in exchange for the remuneration established for each of the offered plans.

ANYTECH 365 is an entity with reputable experience in the field of Technical Service to users and has the necessary resources and technical means to provide these services.

The client knows and accepts that, for the provision of the service, the remote access to their systems and equipment is necessary, for which the employees of ANYTECH 365 will have access to the information contained therein. ANYTECH 365 is committed not to misuse this information, however, in no case will be responsible for the deterioration or exposure of such information, for reasons beyond the control of the service.

### **SECOND. - MODALITIES OF THE SERVICE**

#### ***2.1 Included services:***

The client may opt for several plans that are offered on the website, the conditions of these plans being those indicated below:

a) Premium Plan:

- Hours of service from Monday to Friday from 10:00 a.m. to 6:00 p.m.
- 2 hours a month of service by our specialized technicians.
- Response time (from ticket creation) on the same day.
- AnyTech365 Security included.

b) Premium Plus Plan:

- Hours of service from Monday to Friday from 08:00 to 21:00.
- 5 hours a month of service by our specialized technicians.
- Response time (from the creation of the ticket) within a maximum period of 3 hours.
- AnyTech365 Security included.
- Transferable subscription (from PC to PC)
- Update guarantee.
- Software installation and uninstallation service.
- Updates and annual PC maintenance checks.

c) Platinum Plan:

- Hours of service from 08:00 a.m. to 9:00 p.m., 365 days a week.
- Unlimited hours of attention by our specialized technicians.
- Immediate response deadline (from ticket creation).
- AnyTech365 Security included.
- Transferable subscription (from PC to PC)
- Update guarantee.
- Software installation and uninstallation service.
- Updates and quarterly PC maintenance checks.
- IT Intelligence
- VIP treatment
- During the entire subscription period, you will be attended by the same specialized technician.

**THIRD. – PRICE AND METHOD OF PAYMENT:**

The price of the service will be, depending on the chosen plan and the duration of the service, the following:

a) Premium Plan:

- ✓ By contracting this plan for a period of 36 months, the price will amount to EIGHT HUNDRED AND EIGHTY CANADIAN DOLLARS (\$ 880) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 24 months the price will amount to EIGHT HUNDRED AND FIFTEEN CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 815.99) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 12 months the price will amount to FIVE HUNDRED EIGHTY-NINE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 589.99) plus the VAT that corresponds according to the legislation in force in each country.
- ✓ By contracting this plan for a period of 6 months the price will amount to THREE HUNDRED FIFTY-NINE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 359.99) plus the VAT that corresponds according to the legislation in force in each country.

b) Premium Plus Plan:

- ✓ By contracting this plan for a period of 36 months, the price will amount to ONE THOUSAND ONE HUNDRED SEVENTY-FOUR CANADIAN DOLLARS (\$ 1,174) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 24 months, the price will amount to ONE THOUSAND AND THIRTY-NINE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 1,039.99) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 12 months the price will amount to SEVEN HUNDRED THIRTY-SEVEN CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 737.99) plus the VAT that corresponds according to the legislation in force in each country.

- ✓ By contracting this plan for a period of 6 months the price will amount to FOUR HUNDRED THIRTY-FOUR CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 434.99) plus the VAT that corresponds according to the legislation in force in each country.

c) Platinum Plan:

- ✓ By contracting this plan for a period of 36 months, the price will amount to ONE THOUSAND FOUR HUNDRED SIXTY-SEVEN CANADIAN DOLLARS (\$ 1,467) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 24 months, the price will amount to ONE THOUSAND THREE HUNDRED THIRTY-NINE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 1,339.99) plus the VAT that corresponds according to the legislation in force in each country. The AnyTech365 Security license for this plan will be with a 15-month duration.
- ✓ By contracting this plan for a period of 12 months, the price will amount to NINE HUNDRED THIRTY-NINE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 939.99) plus the VAT that corresponds according to the legislation in force in each country.
- ✓ By contracting this plan for a period of 6 months, the price will amount to FIVE HUNDRED THIRTY-FIVE CANADIAN DOLLARS AND NINETY-NINE CENTS (\$ 535.99) plus the VAT that corresponds according to the legislation in force in each country.

The forms of payment are those described on the website, that is, by payment by credit or debit card or other alternative methods of payment whose payment platform is duly recognized and validated on the website itself.

Once the payment is received by ANYTECH 365, the same will send by email to the client the invoice with the detail and concept of the services contracted and the breakdown of the amount paid by the client.

**FOURTH. - CLIENT OBLIGATIONS:**

The client, once subscribed to the Contract, will contract the following obligations with respect to ANYTECH 365:

- a) a) The Customer will be obliged to pay the amount of the services contracted in accordance with the provisions of the ***Third General Clause***.
- b) The Customer will be responsible for the correct payment of the contracted services, so that, in case of a payment failure due to insufficient funds, the Client is obliged to correct the latter within 24 hours with his bank and proceed with the payment of the contracted services.

To do this, as soon as ANYTECH 365 receives a notification of payment failure due to insufficient funds from the bank regarding the charge made on the credit card used by the customer, it will inform the customer by email or phone call, and the latter must proceed with the payment within 24 hours.

- c) The Client undertakes not to use the contracted service for any use prohibited by law and to make good use of the contracted services. Therefore, ANYTECH 365 is empowered to cease immediately the provision of the service, at the moment in which an illegal or fraudulent use of the service is detected and to inform the relevant authorities of any behavior that constitutes a legal infraction.
- d) The Client undertakes to follow diligently the instructions sent by the ANYTECH 365 team for the correct provision of the service. The services provided require the installation and implementation of tools in the client's systems, so the ANYTECH 365 team will require the cooperation of the client to correctly execute the provision of the service. ANYTECH 365 will not be liable for any damage caused by the client due to a negligent act of not following the instructions indicated by the ANYTECH 365 team.

#### **FIFTH - ANYTECH 365 OBLIGATIONS:**

ANYTECH 365 undertakes, upon subscription of the Contract, to:

- a) Provide the contracted services, once paid by the client, in an efficient and diligent manner

However, the foregoing, ANYTECH 365 is not responsible for deficiencies in the services provided that have their origin or cause in the equipment or systems of the customer, or when they are due to force majeure circumstances such as mere exemplary effects, breakdowns in the electrical network, in the Internet connection or to natural events that impede or hinder the provision of the service.

- b) Provide the client with the systems, programs and tools necessary for the correct provision of the service, as well as to send the instructions for its implementation, these instructions being simple and clear.
- c) Provide a quick and useful response through Customer Service.

In case of any deficiency in the service or in case of any query about the contracted services, the customer can contact the customer service on the telephone number indicated on the website relevant for the country of residence of the customer or to support@anytech365.com. ANYTECH 365 will proceed to process the client's query, providing a response within a period no longer than 2 days.

## **SIXTH - AUTOMATIC WITHDRAWAL AND RENEWAL OF SERVICE:**

### ***6.1 Withdrawal by the Client:***

The client shall have the right to withdraw from contracting the service, without justified cause, within a period of 30 calendar days, counted from the day of acceptance of the Contract.

The client may exercise his right to withdraw from the contract by sending an email to support@anytech365.com or by any means of reliable communication addressed to the registered office of ANYTECH 365. In such communication, the client must express, unequivocally, their desire to withdraw from the contract and waive the provision of the service.

At the moment of receiving such communication, ANYTECH 365 will proceed to cancel the service and reimburse the payments made by the client, within a period not exceeding 15 calendar days, once the amount of the services already provided has been deducted.

### ***6.2 Withdrawal by ANYTECH 365:***

ANYTECH 365 may withdraw from the Contract, unilaterally, in the event of breach of the Contract and these General Conditions by the Client.

This withdrawal will be communicated by ANYTECH 365 to the customer via email in which they will be informed that they have proceeded to cancel the service, stating the reason for the withdrawal. The withdrawal of ANYTECH 365 for breach of obligations and duties assumed by the customer under the Contract will not entitle any refund of amounts already paid by the customer.

On the other hand, ANYTECH 365 is entitled to unilaterally deactivate the licenses and services included in the plans contracted by customers in the event of non-payment of the contracted services.

## **SEVENTH. - PERSONAL DATA PROTECTION:**

The client gives his consent so that ANYTECH 365 treats the personal data contained in the particular conditions of the service, in the informative forms completed prior to the contracting

and, in general, any personal information related to the Contract, incorporating these into a file or files susceptible to automated treatment or not, which can be used for information and/or the execution of the Contract, as well as for the realization of all kinds of analyzes and personalized or segmented studies, and/or for the promotion of products and/or provision of services related to the activities of the corporate purpose of ANYTECH 365, as well as for the sending of electronic commercial communications for the purposes of article 21 of Law 34/2002 on Services of the Information Society.

The client has the right to access the file or files containing their personal data, whose processing ANYTECH 365 is responsible for, in order to exercise their rights of access, rectification, portability, cancellation and opposition, under the terms and conditions stipulated by the regulations of Protection of Personal Data, by ordinary postal mail addressed to ANYTECH 365 to the address indicated in this document or by email to info@anytech365.com, providing a copy of an identification document, indicating the home address for notification purposes, date and signature of the applicant and, where appropriate, documents accrediting the petition.

#### **EIGHTH. - INDUSTRIAL AND INTELLECTUAL PROPERTY:**

All the contents of the website, and in particular the commercial brands, business names, industrial designs, designs, texts, photographs, graphics, logos, icons, software and any other signs that can be used in the business sector, are protected by industrial property and intellectual rights of ANYTECH 365 or other third parties. Therefore, its use and/or reproduction are prohibited without the express consent of the company.

Similarly, ANYTECH 365 has authorization and license for the use of all systems, tools and applications that are intended to provide the service, however, ANYTECH 365 will be exempt from any fraudulent use by the customer of such utilities, as well as will not be responsible for the use of the same by the client without the mandatory authorizations or licenses.

#### **NINTH. - RESOLUTION**

The following will be cause for termination of the Contract:

- a) The withdrawal by the Client as established in **General Condition 6.1.**
- b) Withdrawal by ANYTECH 365 as established in **General Condition 6.2.**
- c) In general, any breach of the terms of the Contract, its particular conditions or these General Conditions will be grounds for automatic termination of the Contract.

In the event that one of the previous causes for termination occurs, ANYTECH 365 will inform the client via email stating the reason for the resolution and informing that, from that moment, the service provision is canceled.

**TENTH. - ASSIGNMENT OF THE CONTRACT:**

ANYTECH 365 reserves the right to assign the rights and obligations arising from the Contract to the individual or legal entity it deems appropriate, assuming all the rights and obligations deriving from it, notwithstanding that must communicate this point to the client.

The client may not assign or transfer the rights and obligations derived from this Contract, without the prior written consent of ANYTECH 365.

**ELEVENTH. - COMMUNICATIONS:**

All communications and notifications that must be made between the contracting parties, unless expressly provided otherwise, will be made by email.

The email address for the purposes of all communication that is sent to ANYTECH 365 by the client will be the following: [info@anytech365.com](mailto:info@anytech365.com)

On the other hand, the email address to which ANYTECH 365 will send any type of communication to the client will be the one that is indicated in the registration form upon contracting the service. The client undertakes to have this email operational and not to modify it, and in case of modification, to inform ANYTECH 365 so that it can be incorporated into the Contract for the appropriate purposes.

**TWELFTH. - APPLICABLE LAW AND JURISDICTION:**

These General Conditions are governed by Spanish legislation. Specifically, they are subject to the provisions of the following regulations: Law 7/1988 of April 13, on General Conditions of Contract; Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Defense of Consumers and Users and other complementary laws; Organic Law 15/1999 of December 13, on Protection of Personal Data; Law 7/1996, of January 15, on the Regulation of Retail Trade; Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce; Law 16/2009, of November 13, on payment services; as well as any other standard that develops or modifies them.



For the resolution of any controversy or conflict that derives from these general conditions, the Courts and Tribunals of Malaga will be competent, with the the client expressly renouncing any other jurisdiction that may correspond to him.