

Terms and conditions of hiring and use of the Díde platform

1. Identification of Contracting Parties

On one hand, vs. Engineering SOFTWARE EMPRESARIAL S.L. (hereinafter Group vs.) with N.I. F B97706287, address in Calle del Professor Beltrán Baguena, 5, 6th Floor, Office 19, 46009 Valencia, Spain and registered in the mercantile Registry of Valencia in volume 8385 of the Book of Companies 5675, Folio 121, sheet V-111561 and electronic contact address Info@grupo-vs.com

And, on the other hand, the user, whose identifying data are entered in the registration form (i) by himself to contract on his behalf and on his account and/or (ii) by person sufficiently empowered to hire on behalf of the user in the case of legal persons and public administrations, to make the hiring of the service of use of the Platform Díde property of group VS and the service of lodging of data, after acceptance of the present terms and conditions of hiring and use of the Díde platform.

1. Scope and purpose of the contract

These terms and conditions govern the hiring, use, operation and functioning of the DÍDE platform, hereinafter referred to as "the service", which will be applicable to any person (hereinafter user) who contracts such service. When the user contracted the use of the Díde platform through the web site www.educaryaprender.es, these terms and conditions shall be supplemented by the general terms and conditions of usage website, Legal Notice, Privacy policy, cookie policy and any other legal texts published in www.educaryaprender.es.

The user who contracted the use of the Díde platform admits to having read these Terms and conditions and expresses his full and unreserved adherence to each and every one of them. The conditions described here may suffer Changes at any time at the request of group VS, so these terms and conditions will only be valid for the hiring that the user makes at the time of its reading and acceptance. For this reason, GRUPO VS makes it known to the user that he must

read the conditions in each contract of the service he performs whose updated version will be available through www.educaryaprender.es.

The user who requests the discharge in the service will receive an email with the contents of these terms and conditions, which also can be accessed at any time because they will be accessible through the Web page, to store them in his system Computer and, where appropriate, obtain physical copy by printing. In any case, before completing the registration, group VS recommends the user to print or save a local copy of the terms and conditions of engagement for reference purposes.

If you have any questions regarding these Terms and conditions you can contact us through the following email address Info@grupo-vs.com

The non-acceptance by the user of the terms and conditions of this agreement implies that the user is not authorized to use the service, so that, in order to use the service, the user must accept prior and expressly the present terms and Contracting conditions by checking the corresponding box in the registration form.

The user will not be able to use the service and will not be able to accept these terms and conditions of contract if (a) is not of age and cannot formalize a binding contract with Group VS, or (b) does not have the legal capacity necessary to use the service.

Access to the site www.educaryaprender.es It is completely free, while the use of the Díde platform is onerous, specifying at all times on the website current service prices and tax charges.

The user, in advance of the hiring of the service, can obtain a complete description of the same one and of its characteristics, which also will be provided in the reply message to the application of high in which will be included the present Terms and conditions and instructions and link to complete the registration process.

1. Availability of the service

The Díde platform accessible through the domain www.educaryaprender.es, and that the user once completed the registration can use from the selected environment, will be available in the following languages: Spanish, Catalan, Valencian and English; The user can select the possibility to carry out the hiring of the service in the specified languages.

1. Procedures to conclude the contract and procedure of the hiring of the service

The procedure of hiring the service is carried out through the Web site www.educaryaprender.es Completely by electronic means. The steps to carry out the hiring of the service are as follows:

1. High and registration on the platform:

Completing the registration form will allow the user to use the platform free of charge for fourteen (14) calendar days. To do this, you only need to register on the registration form with user name and password. In this form, the user will have to mark the box of acceptance of the treatment of his personal data according to the basic and detailed information provided by the responsible of the treatment and the privacy policy. Also, by means of this form, the interested party will have the option to expressly authorize the sending of commercial communications electronically on the products and services of group VS related to the sector of the education, the educational orientation and Psychopedagogy.

After the signup application, the user will receive an email at the address provided with the following information: (i) instructions and a link to complete the registration on the platform; and (ii) the contents of these terms and conditions of contracting, which will form an integral part of the contract formalized between the parties once the user completes his registration on the platform, accepts them expressly and receives the welcome message to the Díde platform.

When completing the registration data, the user must accept the processing of his/her personal data according to the basic information and Detailed information provided by the person responsible for the treatment and the privacy policy. Also, by means of this registration form, the interested party, as a registered user, may oppose the receipt of commercial communications electronically on the products and services of group VS related to the education sector, the Educational orientation and psychopedagogy.

Upon completion of the registration and expressly accepted in these terms and conditions, the user may carry out the following actions:

- Create a school, cabinet, or family-type organization.
- Join the organization as an administrator.

- Invite other participants by entering an email and the role (Administrator or tutor).

To register as a guest without an account on Díde, the user receiving the invitation email must follow the instructions in the Mail and access through the link to complete the registration data and join the organization with the role assigned by whoever has Guest. At the time of completing the registration data, the invited user shall accept (i) the processing of his/her personal data in accordance with the basic and detailed information provided by the person responsible for the treatment and the privacy policy; and (ii) the platform's terms of use.

Registration on the platform will allow the user to use the platform free of charge and benefit from the following advantages for fourteen (14) days:

- Get five sample studies with Read permissions.
- Create two studies with real data when using DÍDE education and DÍDE Health and a study if the product used is Díde family.
- Get a guideline report.

As long as the registered user does not activate the subscription, it will be able to access the platform and the contents and reports generated and hosted on it, but these cannot be printed and the results will not be validated until it activates the subscription through the Payment of the fee.

To generate new reports and to be able to enjoy all the functionality offered by the platform, the user must activate the subscription by means of the payment of the annuity in the modality of monthly or annual payments that he selects, in which case it will go to the situation of Active subscription.

The activation of the subscription may be carried out at any time within six months of the discharge. During this period, the studies and reports generated will be kept at the user's disposal only with Read permissions, until the subscription is activated. After this period without the subscription being activated, the data will be cancelled and deleted in accordance with the provisions of paragraph 8.

The system will maintain a record of registered users without active subscription that allows to check if a user who requests the discharge has already been registered and has used the tool, in which case it will be indicated that the trial period cannot be reiterated and that , if you wish, you can activate the subscription by paying the fee.

1. User with Active subscription:

In order to obtain all its functionality of the platform, the user must activate the annual subscription and make the payment in the monthly or annual modality that he selects.

To activate the subscription, the user must complete the requested data in the subscription form and accept the processing of his/her data in accordance with the basic and additional information provided by the person in charge of the treatment and the policy of Privacy.

The activation of the subscription will allow the user to benefit from all the functionality of the platform, being able to create studies, generate reports, print them and validate results.

The annual subscription will remain active while the user pays the fees corresponding to the current annual rate according to the method of payment chosen:

- The annual fee payment will keep the subscription active for one year from the date of activation, which is the effective date of payment of the single annual fee.
- The monthly installments will keep the subscription active while the fees are paid by the user. In case of non-payment of a monthly fee, the subscription will become "inactive" until its reactivation or cancellation by the user. As long as the subscription remains inactive, the user will be able to access the platform and the studies and reports that have been generated until that time, but will not be able to create new studies or generate new reports. The reactivation of the subscription may be carried out by the user at any time within the maximum period of two years from the payment of the last month, unless at any time before the user requests the cancellation of the account, in whose Case shall be abolished in accordance with the provisions of paragraph 8. The reactivation will take place automatically with the renewal of the subscription of the monthly payment by the user, that will be able to return to enjoy from that moment of all functionalities of the platform. The lack of payment of some monthly payment will not be penalized but the following monthly payments that in his case will be paid will be updated according to the rate corresponding to the year in which the reactivation occurs.

1. Selection of means of payment:

Subscription to the platform by the user will be made through payment systems available at the time of activation or reactivation of the subscription, such as stripe with payment by credit or debit card, transfer or Direct debit, transfer or domiciliation through Paypal as well as those other means that in your case are offered by group VS.

1. Recruitment confirmation

Once the registration is completed on the platform and expressly accepted these terms and conditions of contract, the user will receive a welcome message to Díde. With the sending of this message, the contract between the parties will be understood as formalized, of which the present terms and conditions of contracting shall form an integral part, being the parties obliged to its execution since then.

1. Contract formalization

There will be no contract between group VS and the user in connection with any product or service until group vs send the user the welcome message to Díde through the email indicated by the user after completing the registration on the platform (Even if the subscription has already been made through one of the means of payment indicated. If the contract is not formalized for any reason and therefore group VS does not confirm the formalization of this contract by the aforementioned message, if the user had already made the payment of the service, the amount of it will be reinstated in his Totality within a maximum of thirty days.

To contract the service, the user must follow the hiring procedure described in the fourth clause of these Terms and conditions. It is informed of the user that the reception of the welcome message to Díde means that the contract between the user and group VS has been perfected and since then obliges the parties to its execution.

Only the one described in the aforementioned message shall be the subject of the service contracted. VS Group is not obligated to provide or supply the user with any other service and/or product other than that indicated in the aforementioned confirmation.

1. Validity of the procedure of hiring the service as proof of acceptance and perfection of the contract

Both parties-group VS and User-expressly declare that the fact of following electronically successfully all the steps described in the fourth clause for the process of hiring the service of use of the platform Díde of group VS, implies the acceptance Integra and Express of these terms and conditions, understood enough to contract.

1. **Written communications**

The information or communications that group VS send to the user will be by electronic way. The user accepts that the communications with group VS are electronic. For contractual purposes, the user agrees to use this electronic communication medium and recognizes that all contracts, notifications, information and other communications that GRUPO VS will send electronically to the email address indicated by the User at the time of discharge and registration for the hiring of the service, complies with the legal requirements of being in writing. Notifications that the user sends to group VS must be made to the following contact address Info@grupo-vs.com.

1. **High, registration, active subscription, idle subscription, wake-up, and cancel service**

High: Discharge of the service is carried out by filling out the registration form in accordance with paragraph 4.

After completing the registration form, the user will receive an email with the contents of these terms and conditions of hiring, the instructions and the link to complete the process of registering on the platform.

Registration: It is carried out by completing the registration process and accepting the terms and conditions of recruitment at that time. Once the process has been completed and the terms and conditions accepted, the user will receive a welcome message to Díde which implies the formalization of the contract between the parties.

Registration allows the user to use the platform free of charge for a period of 14 days.

Active Subscription: The subscription is activated by the payment of the annual fee, which can be paid in a single fee or in monthly installments, at the user's option.

The activation of the subscription allows to use all the functionality of the platform while the user pays the corresponding quotas.

Idle subscription: The subscription will remain inactive while the user does not activate the subscription after signup and registration or, if it has been activated, while not paying any monthly fee.

As long as the subscription is inactive, the user will be able to access the platform and the studies and reports that he has generated so far, but he will not be able to create new studies until he activates or reactivates.

In order to activate the subscription, the registered user will have a period of six (6) months since completing the signup and registration.

To reactivate a subscription, the user will have a period of two (2) years from the date of payment of the last instalment.

After these deadlines, the data and reports generated by the use of the platform will be cancelled and deleted as indicated in the last point of this section.

Reactivation: The subscription will be re-activated when the user repays the monthly fees. The amount of these fees will be updated based on the rate corresponding to the year in which the subscription is reactivated.

Cancellation: Cancellations may take place in the following cases:

1. At the user's request, at any time.
2. Over the course of six (6) months from the completion of the registration without the subscription being activated.
3. Over the course of two (2) years from the payment of the last instalment without such payment being resumed and the subscription reactivated.

The cancellation will result in the deletion of the data and the information generated by the use of the platform.

Notwithstanding the foregoing, group VS will retain a copy, with the data duly blocked, as long as responsibility for the performance of the benefit can be derived.

When the cancellation proceeds, the user will receive a message informing him of this circumstance and that he has a period of fifteen (15) days to withdraw previously all the information generated by the use of the platform that he wishes to preserve and that will be able to print or Save to your Own systems. After this period, it shall be abolished in the terms indicated.

1. Price and Offers

The price of the services that group VS can lend to the user through www.educaryaprender.es Will always be published and shown in Euros. The price published is the final price of the annual subscription in the modality of payment in monthly instalments or single annual quota chosen and the price for use of didé studies, so it includes all the taxes applicable according to the legislation in force. In any case, group VS will provide the user with the disaggregated price during the hiring process, allowing the user to know the exact amount of the service and applicable taxes.

Also, group VS shows that the offers, promotions and discounts that appear published in www.educaryaprender.es They will be conditioned and limited to the service on which they are announced, to the period of time that is established as well as to the other conditions that, unilaterally, group VS decide to establish. In any case, group VS will indicate in a clear, visible and expresses the aforementioned information in order that the user can distinguish and understand the offer, promotion or discount.

1. 10. Payment and Billing method

The user shall carry out the payment of the service through the payment systems provided for in the hiring procedure, consisting of payment through the stripe system, by means of credit or debit card, transfer or domiciliation, Transfer or domiciliation through Paypal as well as those other means that in your case are offered by group VS.

The payment through stripe guarantees the confidentiality of the data of the user's card. If a credit card payment is made through stripe, the subscription will not be activated until it has been verified that the identity of the cardholder corresponds to the identity of the user who has requested activation. And is an

indispensable condition for To carry out the activation of the subscription that the user who hires the service and the cardholder of the credit card are the same person.

The payment is divided into two concepts, one is a monthly or annual recurring payment for service fee and the second for use/consumption, the latter will depend on whether the user consumes more díde studies than those included in the first purchase. The necessary studies will be billed separately and at the time of acquisition.

Group VS will issue the invoice for the service contract detailing all the concepts that make it. The referral of the invoice to the user will be carried out in a telematic way, sending by email to the billing address provided, as soon as the service has been activated. The invoices will be permanently available in the user's environment account, without prejudice to the user's ability to receive the invoices in writing request paper directed to the customer service group VS.

1. Right of withdrawal

In accordance with the provisions of the hiring process, the user has a period of fourteen (14) calendar days to use the tool free of charge during which he will be able to test and evaluate its functionality. After this period, the user interested in continuing to use the tool can activate the subscription by paying the monthly or annual fee that best suits their interests. In this sense and in accordance with the current regulations, the user is expressly informed that in the event that the subscription of the service is activated by paying the corresponding fee within the 14-day period indicated, he or she will have lost the right to Withdrawal, not being able to be reciprocally reinstated the benefits between group VS and the user nor therefore reimbursed by group vs to the user the economic amounts paid by the activation of the service from that moment.

1. 12. User account, Password and security

The user is solely responsible for maintaining the confidentiality of his/her password and user name to access the service, being obliged to immediately notify group VS any unauthorized use of its password or account or any other incident of Security, and make sure you leave your account at the end of each session. VS Group shall have no liability whatsoever in the event of a breach of the provisions of this clause on the part of the user.

The user specifically agrees that GRUPO VS will not be responsible for the unauthorized access or alteration of its transmissions or data, any material or data sent or received or not sent or received, or any transaction that has entered through the Web site/VS Group service in cases where these actions result from the user's communication of your user account and/or password to other third parties.

1. **13. Conditions of use of the service**

VS Group is the sole sole proprietor of the intellectual and industrial property rights that fall on the Díde platform and to carry out the provision of the service. By means of these conditions of use, group VS grants to the user a right of use of the aforementioned platform, without character of exclusivity and of non transferable form.

The user agrees not to damage, cut the service or otherwise interfere with the VS group platform. In the event of interfering in any way with the VS group Díde platform, it shall pay all damage incurred to VS group as well as any other user of the service, including any consequential, incidental, direct and indirect damages.

In particular and without limitation, the user agrees not to use the service to:

- Send, transmit or otherwise make available any content that is illegal, harms or threatens another person.
- Hurting minors in any way.
- Make available any content without having the right to do so under any law or contractual relationship.
- Make available any content that violates any patent, trademark, trade secret, copyright or other proprietary rights.
- Advertise unauthorized advertising, promote materials, or send spam.
- interfere with the service, servers or networks connected to the service or violate any requirement, procedure, policy or regulation of the networks connected with the service.
- Willfully or unintentionally violating any applicable law or regulation.

Group VS reserves the right not to provide any or all services to any user who carries out any of the prohibited activities mentioned in the preceding section, as well as to make known to the authorities and forces and security bodies Any illicit activity that group VS detects as a consequence of the use of the service by the user.

1. 14. Information and personal data arising from the use of Díde

The user, and not group VS, is solely responsible for the treatment/s of personal data that are generated as a result of the use of the service by the user, being obliged to comply with the provisions of Regulation (UE) 2016/679, General Protection of Data (hereinafter RGPD) and other applicable legislation in the matter.

Each Party shall comply with its obligations in the field of data protection of a personal nature. The user shall be solely responsible for the processing of all such data and, in general, all information generated by the use of díde for as long as it is authorized to use it and even after the present agreement has been resolved.

Group VS will not be responsible, in any case, including when the treatment is carried out by a natural person in the exercise of exclusively personal or domestic activities, of the treatment of personal data that could be carried out by the user Making use of Díde. For this purpose, and as a person in charge of the treatment as provider of the service of lodging of the data and information generated by the user when using the platform Díde, group VS and all its personnel, obliges to the fulfillment of the following Obligations of the Data protection regulations, which will be applicable both when the user holds the condition of responsible for the treatment and in those cases in which the user is a natural person who acts in the exercise of activities exclusively Personal or domestic:

To. Use the personal data subject to treatment, or those collected for inclusion, only for the purpose of providing the service. In no case will you be able to use personal data for other purposes or for your own purposes.

B. Treat the data according to the instructions of the person in charge of the treatment.

C. Where appropriate, in accordance with the provisions of article 30.2 of the RGPD, carry, in writing, a register of all the categories of treatment activities carried out on behalf of the person responsible, which contains:

- The name and contact details of the person in charge of the manager or responsible for the account of which the manager acts and, where appropriate, the representative of the person responsible or the manager and the data protection delegate.
- The categories of treatments carried out on behalf of each person responsible.

- Where appropriate, transfers of personal data to a third country or international organization, including the identification of that third country or international organization, and, in the case of transfers as referred to in article 49 (1), para. Ndo of the RGPD, the documentation of appropriate guarantees.
- A general description of the technical and organisational security measures relating to:

The Seudoanimización and the encryption of personal data.

The ability to ensure the confidentiality, integrity, availability and permanent resilience of treatment systems and services.

The ability to restore availability and access to personal data quickly, in the event of a physical or technical incident.

The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the safety of treatment.

D. Not to communicate the data to third parties, unless it has the express authorisation of the person in charge of the treatment, in the legally permissible cases.

VS Group may communicate the data to others responsible for the treatment of the same person in accordance with the instructions of the person in charge of the treatment. In this case, the person in charge of the treatment will identify, in a previous and in writing, the entity to which the data must be communicated, the data to communicate and the security measures to be applied in order to proceed to the communication.

If group VS must transfer personal data to a third country or an international organization, under the law of the Union or the Member States applicable to it, it shall inform the person responsible for the treatment of that legal requirement in advance, unless such Right to prohibit it for important reasons of public interest.

E. VS Group may subcontract those benefits and ancillary services necessary for the normal operation of the service.

Specifically, group VS has subcontracted the provision of hosting services with the entity Amazon Web Services, which has formalized the corresponding contract of treatment in which it collects the obligations provided in this clause of According to the established in the RGPD.

F. Maintain the duty of secrecy in respect of personal data to which it has had access under this Commission, even after the end of its object.

G. Ensure that persons authorized to treat personal data are expressly and in writing committed to respecting confidentiality and to comply with appropriate security measures, which must be adequately reported.

H. To keep at the disposal of the responsible the documentation certifying the fulfillment of the obligation established in the preceding section.

I. To guarantee the necessary training in the protection of personal data of the persons authorized to treat personal data.

J. Assist the responsible person in the response to the exercise of the rights of:

- Access, rectification, suppression and opposition.
- Limitation of treatment.
- Data portability.
- (a) Not the subject of automated individual decisions (including the elaboration of profiles).

In this sense, when the affected persons exercise the rights of access, rectification, suppression and opposition, limitation of the treatment, portability of data and not being the subject of automated individual decisions, before group VS, this one will communicate it By email to the address provided by the person in charge. The communication will be carried out immediately, together, where appropriate, with other information that may be relevant to resolve the application.

K:i. Right of information: it is up to the person responsible to provide the right of information to those concerned at the time of collection of the data. Likewise, the person responsible for the treatment must obtain the consent of the interested parties or their legal representatives when necessary in accordance with the legislation in force to carry out the treatment of their data in the context of the use of The platform Díde, not being responsible in any case group VS of the breach of the obligation to inform and request the consent to the affected ones or to their parents, guardians or legal representatives, as appropriate, when that consent results necessary in accordance with the applicable regulations in order to prepare psychopedagogical reports or of any nature relating to those affected.

L. Notification of data security violations: VS Group will notify the person responsible, without undue delay, and in any case before the maximum period of twenty-four (24) hours and through means to record the communication, violations of the Security of the personal data to your charge of which you have

knowledge, together with all the relevant information for the documentation and communication of the incident.

Notification shall not be necessary where such security breach is unlikely to constitute a risk to the rights and liberties of natural persons.

If available, group VS will provide at least the following information:

Description of the nature of the violation of the security of personal data, including, where possible, the categories and approximate number of stakeholders concerned, and the categories and approximate number of personal data records affected.

B. The name and contact details of the data protection delegate or other contact point in which more information can be obtained.

C. Description of the possible consequences of the violation of the security of the personal data.

Description of the measures taken or proposed to remedy the violation of the security of personal data, including, where appropriate, the measures taken to mitigate the possible negative effects.

If it is not possible to provide information simultaneously, and to the extent that it is not, information will be gradually facilitated without undue delay.

The person responsible shall be obliged, in accordance with the provisions of article 33, paragraphs 1 and 3 and 34 of the RGPD, to communicate security breaches to the data protection authority and to those concerned, in the latter case, where it is probable that the violation involves or N High risk for the rights and liberties of natural persons.

When the user is a natural person who acts in the strictly personal or domestic field, group VS will be responsible for carrying out the communications indicated in the preceding paragraph if they were to be obtained.

M. To support the responsible person in carrying out the impact assessments related to data protection, where appropriate.

N. Provide support to the person responsible for conducting the consultations before the supervisory authority, where appropriate.

Or. To make available to the responsible all the information necessary to demonstrate the fulfillment of its obligations, as well as to carry out the audits

or the inspections carried out by the responsible or another auditor authorized by him.

Q. Group VS guarantees the application of the security measures adopted, in compliance with article 32 of the RGPD, on the basis of the analysis of risks carried out according to the state of the technique, the costs of Application, and the nature, scope, context and purposes of the treatment, as well as risks of variable probability and severity for the rights and freedoms of the natural persons presenting the processing of data, as a result of the destruction, Accidental or unlawful loss or alteration of personal data transmitted, retained or otherwise treated, or unauthorized communication or access to such data.

Group VS will verify, evaluate and audit the effectiveness of these measures on a regular basis, updating them if necessary in accordance with the results of these evaluations.

Q. Designate a data protection delegate and communicate your identity and contact details to the person in charge.

R. Once the service is finished, group VS will proceed to the destruction of all the personal data collected for the service delivery. In the event of a cancellation or termination requested by the user, group VS will carry out the destruction of such data after fifteen (15) days from the request for cancellation of the user and issue a certificate of such destruction that will be sent to the email address User-supplied electronic. In the event of a cancellation of the subscription because it has not been activated within six months of the registration of the user account or for the course of two years without the user's re-activation. , group VS Send an email to the user indicating this circumstance and the fact that it will proceed to the destruction of the personal data, giving a period of fifteen (15) days to the user to access the platform in order to download and save all Aque Information you have generated during use before you proceed to destruction. Once done, group VS will send a certificate of destruction to the user's email address.

However, the above, group VS will retain a copy, with the data duly blocked, as long as responsibility for the performance of the benefit can be derived.

1. 15. Information and statistical data derived from the use of Díde

In order to carry out studies and analysis of statistical character, GRUPO VS will be able to develop and maintain, after dissociation and anonymisation of the information lodged in the Díde platform, statistical and analytical systems The aim of which is to obtain aggregate statistical data to obtain information on the

effectiveness and correct functioning of the service and to adopt the necessary corrective or improvement measures. This statistical and anonymous information may also be provided for purposes of public interest, scientific research and statistical purposes, to the competent public bodies and entities in order to contribute to the adoption of decisions and policies In the area of early detection and prevention, attention to diversity and inclusive education.

The results of the reports and statistical data carried out by GRUPO VS will in no case be personal data, but aggregated and anonymous data, and will not be referred to or identified in any case to natural persons, so they will not be used to support Measures or decisions relating to specific individuals, but only for the adoption of business improvement decisions or to contribute to the adoption of public policies. In any case, group VS shall take all appropriate guarantees in the processing of statistical data to ensure that technical and organisational measures are applied to ensure that the stakeholders are not identified in any case.

1. **16. Filing of claims**

The user may submit and file with GRUPO VS complaints and claims or request information on the products offered or contracted through the following routes:

1. Writing to the following postal address: Calle del Professor Beltrán Baguena, 5, 6th Floor, Office 19, 46009 Valencia Spain
2. By calling the following number: + 34 96 3404739
3. By sending an email to the following address: info@grupo-vs.com

Group VS will respond to the user in the shortest possible time and in any case within the maximum period of one month from the filing of the claim.

1. **17. Responsibility**

The Díde platform, the products, and services available or included in the Group vs Web site may include inaccuracies or typographical errors, so group vs reserves the right to make changes and improvements on a regular basis.

Due to the nature of the Internet in general and the interactive services in particular, group vs makes no warranty or commitment that the use of díde is free from interruptions or errors, and group vs will have no liability or obligation Related to communications or defects, delays or failures of the network (whether they are temporary or not) while using the Díde platform VS. Group. In

this sense, group VS is committed to maintain the highest levels of quality of service to the extent of its possibilities, without prejudice to all the above.

The user recognizes that it uses the service under its responsibility and in turn the user will be responsible for the use of the data obtained through the use of the service.

VS Group is not responsible for the compatibility of the tool with other programs and applications used by the user.

VS Group is not responsible for the convenience, reliability, availability, punctuality, virus or other harmful components, nor for the accuracy of the information, software, products, services and graphics contained within the platform and/or service provided By group VS for any purpose. All information, software, products, services and graphics are provided as they are without any warranty. Group VS hereby denies all warranties and conditions with respect to this information, software, products, services and related graphics, including all warranties and marketing conditions implied for a particular purpose.

Specifically, it is put in the knowledge of the user that, Díde is a method of approximation Indiciaria based on the responses of the participants in the process. For that very reason their results rest in the subjective perceptions of those who fill it, and consequently their conclusions are not infallible or unmistakable, or timeless, nor do they have the consideration of diagnosis. Therefore, their results must be objectively validated, where appropriate, by specific protocols administered by the corresponding specialists. The results of díde in any case imply a treatment of possible pathologies of any nature.

1. 18. Basic and detailed data protection information

The user is informed of the following extremes regarding the treatment of his personal data by group VS as a result of the hiring and use of the Díde platform:

Responsible for the treatment: The person in charge of the treatment of the user's personal data of the Díde platform is vs INGENIERÍA de SOFTWARE EMPRESARIAL S.L., (hereinafter vs Group), with address in Calle del Professor Beltrán Baguena, 5, 6th Floor, Office 19, 46009 Valencia, Spain, with N.I. F B97706287, and registered in the Mercantile Registry of Valencia in volume 8385 of the Book of Companies 5675, Folio 121, sheet V-111561.

Contact Details: Info@grupo-vs.com, phone + 34 963 404 739.

Data protection Delegate Contact details: The contact details of the group VS data Protection delegate are as follows: Alberto.ramirez@grupo-vs.com.

purposes and legal basis of data processing: The personal data of the user who hires and uses the Díde platform are treated with the following purposes and legal bases:

1.-based on the contractual relationship established between the VS group and the user that contracts the use of the products hosted on the VS Group platform, VS Group will be able to carry out the processing of the user's data with the following purposes:

1. Manage the hiring of the service according to the terms and conditions of hiring.
2. Carry out the execution, maintenance and fulfillment of the contractual relationship, which includes (i) managing the discharge of the user and sending a message with the instructions and the link to complete the registration together with the contents of these Terms and Contracting conditions; (ii) Manage user registration on the platform and create an account and user environment on the Díde platform after acceptance of these terms and conditions, for which a welcome message will be sent to Díde confirming the hiring, (iii) Manage the activation of the subscription of the user to the service by paying the fee in the modality chosen by the user; (iv) Manage the user's account and environment, including sending to the email address indicated by the user the invitation and questionnaire chosen to the persons invited to participate in the study; and (v) hosting and storing on the platform the information entered by the user and that generated by the use of the service hired by the user.
3. To send to the user electronic commercial communications relating to products or services of group VS related to the sector of the education, of the educational orientation and of the psychopedagogy, provided that the user does not oppose to such treatment of his data For promotional purposes through the free procedure provided to the effect by group VS both at the time of registration and in each commercial communication sent to you.

2.-With legal basis in the legitimate interest, group VS will be able to carry out the treatment of the data of the user with the following purposes:

1. Exclusion of the sending of commercial and publicity communications:
When the user requests the dismissal in the service of dispatch of commercial and publicity communications, group VS will treat its data to retain the essential minimum data of the interested party, In order to identify and take the necessary measures to prevent the sending of commercial and advertising communications.

Data recipients: The user's personal data will be communicated to third parties when there is a legal obligation to Communication to the competent public authorities by reason of the matter and/or to the attention of the requirements made by these.

In such cases, group VS will carry out transfers or data communications to the public administrations, when required in accordance with current legislation at any time such as, without limitation, administrative bodies or control authorities in Data protection, telecommunications and information society, judges, Fiscal ministry, courts, Court of Auditors or ombudsmen.

In the event that the user activates the subscription to the Díde platform, GRUPO VS will be able to assign its data to the third parties necessarily involved in the management of the subscription to the service in order to correctly manage the entire subscription process, such as the banks and financial services involved in the collection of the subscription and any other third parties that necessarily, directly or indirectly, intervene in the management of the hiring of the service.

Data retention Time: The personal data provided by the person concerned for the hiring and use of the service, shall be retained by group VS. As long as the contractual relationship for which they were collected on the basis of the principles of legitimation and transparency and, Terminated this purpose or requested the deletion of the data by the interested party, to meet the legal deadlines for the requirement of possible liabilities arising from the legal relationship maintained with the user and/or the processing of their data.

Exercise of Rights: The user has the right to request group VS access to his personal data, rectification, suppression, limitation to treatment and opposition. It also assists the right to withdraw the consent granted for treatment at any time, without affecting the lawfulness of treatment based on

prior consent to withdrawal and the right to portability of your personal data, in the Legally applicable assumptions.

For the exercise of any of these rights, you must send a letter directed to VS. Engineering SOFTWARE EMPRESARIAL S.L., to the following postal address Calle del Professor Beltrán Baguena, 5, 6th Floor, Office 19, 46009 Valencia, or electronics Info@grupo-vs.com, indicating the right Exercise and provide a photocopy on both sides of your DNI or legal identification document.

Likewise, the interested party is informed of the right to file a complaint with the Spanish Data protection Agency C/Jorge Juan, 6, 28001 Madrid, 901 100 099-912 663 517 (www.agpd.es) in particular, when they consider that they have not obtained Satisfaction on the part of group VS in the exercise of their rights. However, on a voluntary basis and prior to the submission of such claim in the AEPD, you may contact the group VS Data Protection delegate through the indicated email address.

Other rights: Finally, it is put in the knowledge of the user that, in the case that expressly authorizes the receipt of publicity sends by means of the form of Alta, his data will be treated in order to send to the email address that the own User indicate, publicity and commercial information concerning the products and services marketed by group VS related to the sector of the education, the educational orientation and the psychopedagogy.

Under articles 21 and 22 of the LSSICE, the user who subscribes to the use of the Díde platform is informed of his right to oppose the processing of his data for promotional purposes for the reception of commercial communications, as well as his right to revoke At any time the consent given to the effect with the simple notification of his will to group VS.

To do this, the user can send an email to the address: info@grupo-vs.com, with the subject "**Low LSSICE**".

For more information, see our [Privacy Policy](http://www.educaryaprender.es) In www.educaryaprender.es.

1. **19. Applicable legislation, jurisdiction and extrajudicial settlement of disputes**

These terms and conditions of contract are governed by Spanish law and have been prepared in accordance with the provisions of law 34/2002, information society services and electronic commerce; Law 7/1998 on conditions General recruitment; The Royal Legislative Decree 1/2007, of 16 November, by which approves the consolidated text of the General Law for the defense of the

consumers and users and other complementary laws (the latter applicable when the user holds the condition of consumer and user); and other general and special regulations applicable to the services provided by GRUPO VS.

The user who contracted the service admits to having read all the information included in these terms and conditions and expresses his full and unreserved adherence to each and every one of them.

The parties, with express resignation to their own jurisdiction, are submitted for the resolution of how many litigations could be derived to the courts and tribunals of Valencia capital and, where appropriate, the arbitral tribunals to which is adhered group VS at the time of The controversy occurred. To present any claim, the following addresses and means are made available to the user in clause 16.