

## **General conditions of use of PlisWeb**

### **1 General**

1.1 PlisWeb is a provider of the Edertone Advanced Solutions company (hereinafter "Provider"). To register as a user of PlisWeb (hereinafter "user") accept the General conditions of use (in hereinafter referred to as "General conditions") with respect to the use of PlisWeb.

1.2 Services are for people that have reached 13 years of age. Where the user is responsible for a business, the minimum age is 18.

1.3. Provider reserves the right to complement, extend, modify, complete or improve the services offered, especially if these measures help improving technological standards of services or if they are considered to avoid misuse. These modifications can change the image of the PlisWeb pages. The provider will only make such changes if they are reasonable and acceptable to the user or if its implementation is required by law.

1.4 In addition, the supplier can, with the consent of the user, correct the contract with the user, as well as the General conditions. Considered that the user has given his consent if this does not preclude the corrections within one month from the day of receiving notification of the change. The supplier undertakes to inform the user about the consequences submit its objection.

### **2 Object of the contract and the contract modification**

2.1 PlisWeb provides an online service that the user can create their own website. The service allows the user to adapt autonomously design your page, on the basis of the available templates offer.

2.2 The service includes two modes of operation: a free version that includes visible advertisements on the website of the user and a Premium version that allows to enjoy a series of benefits extended as an own domain, elimination of ads among others.

2.3 The provider will ensure the availability of the web page of the user for the period of one year provided that the annual amount has been paid. Either availability or continuity of the web page in its free version is not guaranteed and can it be cancelled at the discretion of the provider or for breach of some standard use, law, falsification of data or other circumstances taken into account by the supplier.

2.4 The provider has the right to use the services of third parties to offer their services.

### **3. Personal data**

3.1. The user assures that the recorded personal data are true and complete. The user expresses himself with that your data are recorded and stored electronically by the supplier. The supplier shall not transmit data to third parties unless the user's express consent is required to complete an option (e.g.: data transmitted for the registration of a domain to the corresponding registry location). Every user is obliged to keep your personal data in a current state. The user must keep secret registry data to prevent misuse by unauthorized third parties.

### **4 Duration and termination of the agreement, disruption of services and fees refund paid pre**

4.1 Unless you specified otherwise in the information on the service, the duration of the contract are 12 months and it will be renewed for the same period of time unless the user cancel the contract a month before the expiration date.

4.2 The supplier may conclude the contract unilaterally and without having to give any explanation and with a period of three months. In this case the provider undertakes to return fees who have paid in advance. Provider reserves the right to conclude the contract without notice should the user does not comply with the obligations of the contract (see section 5). Failure to comply with the duties of the contract may have civil or criminal consequences. In this case, the

fees paid in advance will be not returned. The provider has the right withdraw page and block access to the user. In this case the provider may delete the domain of the user in the corresponding location. The user acknowledges to PlisWeb that accepts these general conditions of use and power for such a statement of completion.

4.3 Of the end of the contract, the provider will have no obligation to carry out services previously agreed. Therefore provider can remove any of the data of the user on the server, including emails in the user's e-mail inbox. Cannot transfer data related to the PlisWeb page of the user to a third party server. For this reason is responsibility of the user save and back up data in due course. At the end of the contract, the supplier can dropping any of the domains of the user that have not been transferred to a new provider through the Organization for the allocation of domain names.

## 5. General obligations of users

5.1. User is responsible for the content of your page PlisWeb. The provider is not obliged to inspect the PlisWeb pages of users with regard to violations of the law.

5.2. User must comply with all local respective laws, as well as the Spain.

5.3. The user undertakes not to take any action that could infringe or violate the rights of third parties (including their own rights) using PlisWeb services.

5.4. The user undertakes to not promote any kind of content that is prohibited by law or who commits grievance against morality (in particular related to pornography, racism, xenophobia and extremism or reprehensible content) or that violates the rights of third parties (in particular trademarks, names and copyright). In addition, the user undertakes not to use your page PlisWeb for SPAM purposes or for the purpose of chain links. It should the user acting on behalf of PlisWeb illegally on their page (e.g. failure, withdrawal, correction, compensation for damages, etc.), the user must reimburse expenses to PlisWeb. The user is obliged to support in any way to PlisWeb to reject such use.

5.5 The user undertakes to observe all kinds of legal requirements relating to the provision of the rights of the supplier or any equivalent legislation in the country of use.

5.6 The user duty to regularly make a backup of all your data and settings of programs that you have access. In all cases the user must take appropriate measures to take a backup before making changes to your PlisWeb page. This also applies where the supplier has notified the user with notice on maintenance. Backups should not be stored under any circumstance on the PlisWeb server.

5.7. The user is not authorized to send a large amount of emails with the same content without the consent of the recipient (the so-called spam emails) through systems or servers of the provider.

5.8 The user must use PlisWeb designs exclusively for your PlisWeb page. The user is not authorized to store and transfer your PlisWeb page so that it will be used in an external server.

## 6 Registration and cancellation of the domain and change of supplier

6.1. For the purpose of obtaining and/or maintaining domains, provider will only act as an agent between the user and the respective organization responsible for assigning the name of the domain ("Registrar"). The domains of a higher level (eg.) (". is") are operated by different organizations, the majority at the national level. Each of these organizations has its own general conditions of use regarding the registration and management of the domain names. For this reason, the terms and conditions of use of the domain provider shall also apply as a complementation to these general conditions. These terms and conditions can be found online at the website of the respective organization.

6.2. The user is responsible for providing your data complete and correctly with respect to the owner of the the domain name ("Registrar") and the administrative contact at the time of registering the domain. PlisWeb is the technical contact in any case. Without taking into account the relevance of the terms and conditions of registration, these data should include the name of the holder of the domain, the correct address (postal section or anonymous

addresses are not allowed), an email address and a valid phone number. If this information changes, user must immediately inform the provider updated online database.

6.3. With the start of the contract the supplier will be provided the possibility of application for the desired with the responsible Registrar domain name. The provider has the right to not authorize activation of the domain name until the agreed fee payment has been received. The provider is not in a position to influence the allocation of the name of the domain in the relevant organization. Provider cannot guarantee that the requested domain name is assigned to the user and/or the domain name is free of third party rights or not ensure its continued existence. Any information given by the supplier to the provision of domain name is based on data from third parties and only refers to the time that the information is requested. The domain is not assigned until that this has not registered in the name of the user and is the database of the Registrar.

6.4 By choosing a domain name, the user must ensure that the name does not violate the rights of any third party or it contradict existing legislation. The user affirms that it has fulfilled its obligation and any kind of violation or infringement was not found during this review.

6.5. Does not accept any kind of domain name changes once you have registered with the responsible Registrar. Will not be accepted nor reimbursement for the cost of the said registration once has done.

6.6. The user can change their registered domains to a new provider provided respect these general conditions and if the new provider offers the corresponding name of domain (eg.) (". is") and also supports change of supplier. Contract PlisWeb will be unaffected in case of change of supplier. The user is obliged to announce your cancellation. All statements regarding the domain name, including the cancellation of any domain, suppliers, change and deletion of the domain must be made in writing. If the provider cannot change of supplier in time due to a delay of the new supplier or the user or that do not meet the necessary conditions, the provider has the right leaving the organization in charge of the allocation to delete domain canceled after the date of cancellation.

6.7 The user must notify Provider immediately if it has lost the rights of a domain name due to a legal decision.

## 7 Failure of the service

7.1 The supplier shall endeavour to ensure that services are available and work correctly at all times. However, the user acknowledges that for technical reasons as dependence on the provider to external factors - eg. telecommunications - network pages PlisWeb uninterrupted availability cannot be guaranteed. For this reason, the user cannot claim the permanent access to the PlisWeb pages. Temporary access restrictions should not be the reason for quality nor a right to exceptional termination claims. In addition to any restrictions on access by circumstances which are outside the control of the provider, provider also reserves the right to impose temporal restrictions and/or restrict full access, especially when the PlisWeb page is temporarily out of service for technical improvements or eliminate errors, defects, etc.

## 8 Liability

8.1 Excludes any liability of the supplier by the loss of user data or unauthorized access of third parties (e.g. hackers) to the system.

8.2 The provider is not responsible for misuse of third parties of the information available on the site PlisWeb published by the user.

8.3 The supplier is not responsible for any activity or content published by the user.

8.4 The supplier cannot be responsible for the loss of volume of sales or other damage caused by failures in the functioning or non-availability of the systems of PlisWeb. The case of bodily harm against the person or his health, excluding any claim against PlisWeb. This exclusion does not cover damage by negligent failure of PlisWeb or negligent or deliberate failure by a legal representative of PlisWeb.

## 9. Data protection

9.1 The provider meet, processed and will use the personal data of users PlisWeb. For more information about the process and data protection please visit our privacy statement.

9.2 The user is aware of the fact that from a technical point of view the provider can access any information stored on the server of PlisWeb and that there is the possibility of the user data accessible by unauthorized third parties when this information is transferred to the Internet.

## 10. Right of revocation

10.1 The termination of the contract can carry out in the course of two weeks without giving any reason in writing (e.g. letter, fax, email). The term begins upon receipt of the report in writing and not by closure of the contract or before fulfilment of our obligations. For the validity of the revocation period is sufficient with the sending of the revocation on time. The revocation should go to [info@plisweb.com](mailto:info@plisweb.com)

Consequences of the revocation. In case of a valid revocation restore services already received and possibly received uses (e.g. taxes) are delivered. They should not be we can return services full or partially or only in a desmejorado State, the user is obliged to return the corresponding percentage of the value. Obligations for refunding of payments must be made within 30 days. The deadline for the user starts at the time of dispatch of the Declaration of revocation and for us at the time of receiving it.

Important note. In case of services extinguishes the right of revocation if a partner of the user has initiated the execution of the service with its express agreement by the end of the revocation period or if the user already has had the same ahead of deadline, (e.g.. registration of a domain).

## 11. Final provision

11.1 If any individual provision of this agreement is declared void, the validity of the remaining provisions will not be affected.

(Date: April 6, 2010)