

1. Object, amendments and services

1.1. These General Terms and Conditions, together with the Particular Terms and Conditions, the corresponding descriptions of services and the price lists, established in each case, shall regulate the provision on the part of Blophome, of the hosting services for the catalogue, Renders and computer tools (hereinafter, the "Services"), as well as other services that may be offered to the CLIENT in exchange for the corresponding payment. Said Services shall confer to the CLIENT the right of use for the products offered, subject to the periods, terms and conditions of these general terms and conditions and of the particular terms and conditions which, where applicable, are established.

1.2. Blophome may amend the content of these General Terms and Conditions where it has the approval of the CLIENT; in the communication issued for these purposes, Blophome shall provide the CLIENT with the information pertinent to the amendment as well as the consequences of the CLIENT's non-opposition. Acceptance of the amendment to the General Terms and Conditions shall be considered granted where the CLIENT does not refuse it within the period of four weeks following receipt of the communication informing the CLIENT of the amendment. In the event that the CLIENT communicates his or her refusal to Blophome within said period, the General Terms and Conditions under which the contract was made shall remain in force.

1.3. These General Terms and Conditions shall take precedence over any general condition that the CLIENT may claim, except in the case of an express agreement to the contrary in which its acceptance on the part of Blophome is set out.

1.4 These General Terms and Conditions shall apply wherever they do not contradict the Particular Terms and Conditions or where no Particular Terms and Conditions have been set.

2. Rights and obligations of the parties

a) CLIENT

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

2.2. The CLIENT must use the Service or Services in accordance with the conditions agreed by the parties, with current Spanish regulations and with good faith.

2.3. The CLIENT must be of legal age (*not applicable to Classic version*), that is, over 18 years of age.

Blophome

General Terms and Conditions

2.4. The CLIENT must pay the amount agreed for each Service or Services in the periods and manners contained in the Particular Terms and Conditions and price lists.

2.5. The CLIENT must provide Blophome with his or her correct and complete details. The CLIENT undertakes, therefore, to immediately inform Blophome of any modification to the details provided and to reconfirm them to Blophome, at the request of the latter, within a period of 15 days from the date of the modification.

Except where otherwise agreed in the Particular Terms and Conditions, the following details must be provided (*not required in Classic Version*):

Full name, tax identification code/national identity number, confirmation that the client is of legal age, address, email address, the name of the beneficiary of the service, payment details (credit or debit card) and the name of the person to whom the payment details belong. In the event that the CLIENT is a legal person, the CLIENT's legal form shall also be provided.

2.6. The CLIENT is liable for the content of his or her catalogue, for the information transmitted and stored, for its use, for the claims of third parties and for any legal actions caused by his or her actions. In short, the CLIENT is responsible for compliance with applicable laws and regulations and, by way of example but not exclusively, compliance with the regulations concerning the operation of the online plan, electronic commerce, copyright, law enforcement and the universal principles of internet use.

2.7. The CLIENT shall not use the Services in a manner contrary to good faith and, in particular, by way of example but not exclusively, shall not carry out the following with regards to the Services:

- Use contrary to Spanish laws or which infringes the rights of third parties.
- Any publication or transmission of content that, in Blophome's judgement, is violent, obscene, abusive, illegal, xenophobic or defamatory.
- The use of cracks, program serial numbers or any other content that violates the intellectual property rights of third parties.
- The collection and/or use of personal data of other users without their express consent or contravening Organic Law 15/1999, of 13 December, on Personal Data Protection.

In each and every case, the CLIENT shall not use the catalogue space in a manner that overburdens Blophome's systems or that in any way impairs the operation of Blophome's systems or network.

2.8. The CLIENT undertakes to adopt any security measures appropriate or necessary to preserve the confidentiality of his or her Username (Login) and Password for accessing the Blophome website, which shall be, in each and every case, personal and non-transferable.

2.9. In the event of infringement of any of the obligations indicated in paragraphs 2.3 ... 2.8, Blophome shall have the right to terminate the contract with the CLIENT, the latter not having the right to any claim. Moreover, Blophome shall have the right to interrupt the supply of the service subject to written notification 48 hours in advance, that it may also carry out via email and, where applicable, the subsequent cancellation of said service.

b) BLOPHOME

2.10. Blophome guarantees that the Services contracted shall be provided in the manner set out in these General Terms and Conditions and, where applicable, in the Particular Terms and Conditions.

2.11. The CLIENT shall choose a specific product on making the order.

2.12. Blophome offers a guarantee of operation of the Services that enables the CLIENT to receive a total or partial refund of the prices paid in the event that the unavailability of the catalogue hosted by Blophome lasts longer than 10 days.

2.13. Blophome may provisionally limit or interrupt the CLIENT's access to its services when necessitated by the security of the network service, the maintenance of network integrity and, especially, to avoid serious interruptions of the network, software or stored data.

Said interruptions shall be communicated, as far as is possible, with sufficient warning to the CLIENT through www.blophome.com or via email. This obligation shall not be required of Blophome in the event of force majeure or a failure of the data network that functions as the basis for the provision of Blophome's services which is beyond its control.

Blophome reserves the right to definitively cancel the above-mentioned access in the event that the CLIENT gravely violates his or her obligations and/or in the event that, for reason beyond Blophome's control, it is essential to make technological changes that prevent the continuation of the service, subject to the notification of the CLIENT 15 days in advance. For these purposes, the violations referred to in clause 2.8 of these General Terms and Conditions are considered grave violations.

2.14. Blophome is not liable for:

- i. The content hosted in the space assigned to the user by the service;
- ii. Any possible damage to systems due to incorrect use of the Services (for which the CLIENT shall be liable);
- iii. Any damages due to a virus infection of the CLIENT's systems;
- iv. Errors caused by the access providers;

Blophome

General Terms and Conditions

- v. Any unlawful intrusion on the part of a third party;
- vi. Faulty configuration on the part of the CLIENT.

2.15. Blophome shall not be liable for damages of any nature caused to a third party or to the CLIENT as a consequence of the incorrect or unlawful use of the Services on the part of the CLIENT .

2.16. Any claim made by the CLIENT to Blophome must be presented in writing, which may also be made via email if the CLIENT includes in the claim his or her full name, tax identification code/national identity number, address, email address, telephone number and the name of the beneficiary of the service, and provides the electronic signature document, in accordance with current regulations. Claims due to faults and interruptions not reported within the periods specified herein are excluded. The claim must be directed to the following address: INDEX CONSULTING SL, C/ Muntaner, 440 1-1B, 08006 Barcelona.

Upon notification to Blophome of the faults and interruptions which are the object of the claim, the CLIENT shall grant Blophome a period of 20 days to establish the correct operation of the service. During this period, the CLIENT may not make any action against Blophome nor terminate the contract due to said faults and interruptions.

2.17. Blophome shall respond in each and every case of damages produced as a consequence of contractual non-fulfilment due to intentional or gravely negligent behaviour on the part of Blophome or one of the persons used by Blophome for the fulfilment of its obligations. If the contractual non-fulfilment is not intentional or gravely negligent, Blophome's liability shall be limited to the damages foreseen or foreseeable at the execution of the contract. In any event, except as otherwise provided by law, the quantification of the above-mentioned liability shall be limited to the consideration actually paid by the CLIENT to Blophome for the services contracted.

3. Licences, Intellectual Property

Blophome owns or, where applicable, is duly authorised for the use by the legal owner, of all copyright, brands, 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 their implementation and the information that the CLIENT obtains on the services. The CLIENT undertakes to guarantee that any user of the programs respects their conditions of use.

4. Rates and payment method

4.1. The rates included in the price lists are fixed.

Blophome

General Terms and Conditions

4.2. Blophome may increase the rates 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 shall be considered granted if the CLIENT does not declare disagreement with said increase within the four weeks following his or her notification in writing on the part of Blophome, issued by ordinary mail (INDEX CONSULTING SL, C/ Muntaner, 440 1-1B, 08006 Barcelona). If the CLIENT does not declare disagreement, the CLIENT shall alternatively have the right to terminate the contract during the same period; once said period has transpired, the contract shall remain in force with the new rates notified.

4.3. The CLIENT shall be informed of the final price, upon formalisation of the purchase and always subject to the issuing on the part of the CLIENT of the order to Blophome.

4.4. In the event of a variation in the taxes applicable to the agreed services, Blophome may adapt its prices as a consequence.

4.5. Blophome reserves the right to suspend the Services provided in response to any incident experienced in their payment and/or due to non-payment. If the CLIENT does not pay for the Services within the period of 5 calendar days following the invoicing of the Service, Blophome may immediately suspend the Service and simultaneously claim the payable sums, and may subsequently terminate the contract with the CLIENT due to non-fulfilment.

4.6. Unless specified otherwise, all prices quoted by Blophome on its webpage shall be understood as prices in the currency specified. For the delivery and provision the prices quoted at the time of the order shall apply. Only in the case of Spain, except Las Canarias, the prices quoted include Value Added Tax (VAT).

4.7. The payment of the purchase price shall be made immediately with the execution of the contract and must be made by the methods specified on the Blophome webpage. The payments must be made before the delivery. If the CLIENT purchased products or services with periodic payment obligations (biannual or annual), the prices specified shall be payable at the payment time/s agreed and the CLIENT shall pay them via the payment method chosen.

4.8. If the payment is made with a credit card, the CLIENT shall indicate with each order the full details of his or her credit card (name and surname of the card holder, card number, expiry date and security code) and shall at that moment express and grant consent for Blophome to also liquidate the order with the credit card entity, especially in the online operations.

4.9. Blophome shall protect the credit card details from any unauthorised access by third parties as far as is required. The CLIENT understands that, especially in the case of electronic transmission of these details, the possibility of a non-authorised third party obtaining them cannot be excluded.

5. Personal Data Protection

Blophome expresses all respect for, and gives great importance to, the protection of its clients' data, whose decisions on the use of their data shall be respected in each and every case. Blophome complies with Organic Law 15/1999, on Personal Data Protection, and with any other current regulations on the same matter, in the use it makes of personal data, informing its clients in detail of the essential circumstances of said use and of the security measures applied to their personal data to avoid unauthorised third parties accessing said data.

6. Applicable legislation and jurisdiction

6.1. Spanish legislation shall be applied to these General Terms and Conditions as well as to the interpretation and resolution of conflicts that may arise between the Parties.

6.2. The Parties submit to the courts competent in each case for the definitive resolution of all disputes resulting from the contractual relationship.

7. Single contract

These general contracting terms and conditions contain all the agreements of the parties regarding the operations described and replace any prior or simultaneous contracts, communications and agreements between the parties (regardless of their being written and verbal) pertaining to the matter addressed herein. The amendments or extensions of these general contracting terms and conditions must be made in writing. This requisite may only be cancelled in writing.

8. Severance clause

In the event of the current or future invalidity of a clause of these general contracting terms and conditions or of any other clauses in the framework of other agreements, the validity of any and all other agreements or clauses shall not be affected. In place of the invalid clause the legal system shall govern.