

## COOKIES POLICY AND SALES TERMS AND CONDITIONS

In compliance with Law 34/2002, of 11 July on Information Society Services and E-Commerce, the User is hereby informed of the cookies in use on this website.

Among other things, cookies allow statistical information to be collected, certain technical functions to be provided, information about the browsing habits or preferences of Users or their device to be stored or retrieved, and the User may be recognised (such as their language, country, browser, etc.). If the User does not wish to enable cookies, they may configure their browser to delete them from the hard drive of their computer, disable them, or receive a warning when they are installed.

Our website uses cookies and other related technologies (for convenience, all technologies are called "cookies"). Cookies are also placed by third parties we have contracted. In the following document we inform you about the use of cookies on our website.

### *What are cookies, scripts or web beacons?*

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A cookie is a small simple file that is sent along with the pages of this website and that the user's browser stores on the hard drive of their computer or other devices (smartphone, tablet, connected TV...). Stored information may be returned to our servers or relevant third-party servers during a subsequent visit.

A script is a piece of program code that is used to make our website work properly and interactively. This code runs on our server or on the user's device.

A web beacon (or pixel tag) is a small, invisible piece of text or image on a web that is used to track traffic on a website.

### *Cookies*

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#### *Technical or functional cookies*

Some cookies ensure that certain parts of the website work properly and that user preferences continue to be remembered. By placing functional cookies, we facilitate the visit and use of our website. In this way, it is not necessary to repeatedly enter the same information when visiting our website and, for example, the items remain in the shopping cart until the user finishes the purchase. The regulations allow us to place these cookies without your consent.

#### *Analytical cookies*

We use analytical cookies to optimize the experience on our users' website. With these analytical cookies we gain knowledge of the use of our website. The user's consent is required to insert analytical cookies.

### *Social media buttons*

On our website we have included buttons to promote pages (e.g., <<like>>, <<pin>>) or share them (e.g., <<tweet>>) on social networks such as Facebook. These buttons work using code from these RRSS; this code embeds cookies. These social media buttons can store and process certain information, so a personalized ad can be displayed.

Please read the privacy policy of these social networks (which may change frequently) to find out what they do with your (personal) data that they process using these cookies.

### *The following cookies are used on this website*

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Cookie Name	Description / Purpose	Type	Expiry
bSession svSession	Essential cookies to allow SESSION variables to be saved on the web server.	Technical	30 minutes 2 years
consent-policy	Cookie used to remember acceptance of the Privacy Policy by the User.	Technical	1 year
ssr-caching	This cookie indicates how the site has been rendered.	Technical	1 minute
XSRF-TOKEN	Security cookie, necessary for the proper functioning of the website.	Technical	Session
hs	Hubspot cookie that monitors the pages that a user visits on the web.	Technical	Session
_ga _gid _gat_gtag_UA_	Google Analytics Cookies. Statistical reports on how Users find the website and how they use it: pages visited, length of stay, type of browser, etc. _ga and _gid: used to distinguish between Users. _gat_gtag_UA_: serves to measure how users interact with our website. <a href="#">More information</a>	Third-party analytics	2 years 24 hours 1 minute

### *Consent and cookies setting*

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When you visit our website for the first time, we will show you a pop-up window with an explanation about cookies ("first layer"). As soon as you click the acceptance button, you agree that we will use the categories of cookies and plugins you have selected in the pop-up window, as described in this cookie policy. You can disable the use of cookies through your browser, but please note that our website may stop working properly if you do so.

### *Your personal data rights*

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Visit our privacy policy to learn about your rights with respect to the processing of personal data, and how to exercise them.

### *Enabling, disabling and deleting cookies*

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You can use your Internet browser to delete cookies automatically or manually. You can also specify that certain cookies cannot be placed. Another option is to change the settings of your Internet browser so that you receive a message each time a cookie is placed. For more information about these options, see the instructions in the "Help" section of your browser.

Please note that our website may not function properly if all cookies are disabled. If you delete cookies from your browser, they will be placed again after your consent when you visit our website again.

These Terms and Conditions regulate use of the online store, for which 2009 Instituto de Comunicación, S.L. (hereinafter, Instituto de Comunicación) is legally responsible. By accepting it, the User declares that he has read, understands and understands the above and that he/she assumes all his/her obligations. If the User does not agree with the content of this document, he/she must leave this website, not being able to access or dispose of the services offered by it. Likewise, the User expressly and without exception accepts that the access and use of this website, its services and the contents of such services takes place under his sole and exclusive responsibility.

These Terms will be accepted by the parties without reservation, and may be modified at any time and without prior notice, being the responsibility of the User to read them when making a purchase or contract. The conditions in force at the time of conclusion of the contract will be those applicable to you.

### *Applicable regulations*

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This electronic contract is regulated by Spanish law and, in particular, by the legal regime imposed by Law 34/2002 on Information Society Services and E-Commerce (LSSICE) and by General Law 03/2014 on the Defence of Consumers and Users (LGDCU).

The electronic contract will not be filed by a third party. It is drawn up in English. These Sales Terms and Conditions may be stored and reproduced at any time by the User who makes a purchase using their internet browser's options. They must be accepted before proceeding to order payment.

### *User account and error correction*

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In order to make purchases online in this store, you should register by creating a user account. You can register at any time by clicking on the corresponding link, or during the purchase process. Once

registered, you will receive an email confirming that the process has been completed successfully and offering you a reminder of your access details.

From your account, you may make purchases, check your order history, change your password, amend your personal details, modify delivery and billing addresses, make comments, and perform other procedures or management tasks related to your purchases.

Furthermore, you may access your private account at any time to check your personal information and addresses and, if necessary, correct the errors that may have appeared when entering said data or updating them. Delivery and billing addresses may also be corrected or updated during the purchase process.

As User, you may deregister at any time by sending an email from the email address that you wish to deregister to the email address [info@institutodecom.es](mailto:info@institutodecom.es), which will result in your personal data being cancelled.

In any case, creation and cancellation of a user account will be governed by the provisions of our Privacy Policy.

### *Checkout process*

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Making a purchase on **Instituto de Comunicación** is really easy. Just follow these simple steps:

1. Instituto de Comunicación will give you access to a page, which includes a detailed description, main characteristics and price of the service. If you need any further information, feel free to contact us. In the case of product sheets with photographs, products may suffer slight variations in colour or texture with respect to the photograph that appears on the website due to different factors, such as the resolution of your monitor. However, we will do our best to ensure the images are as faithful to reality as possible.
2. Once you have selected the product you wish to purchase and have filled out the form with your details, you must press the "Add to Cart" button to proceed directly with payment.
3. Once the product selection is concluded, a summary will appear identifying the selected item (s). Finally, to continue with your order, you must press the button "Order to".
4. As indicated in previous sections, at the end of your purchase, you must register, indicating your contact information and address. In your next purchases you will not have to enter your data again, as they will be stored in your User Account.
5. Finally, you must choose the payment method for your purchase from those offered by **Instituto de Comunicación** (see next section).

6. Once the purchase process is complete, we will send you an email detailing your purchase's information, as well as proof of payment or the invoice. If you do not receive this email within 24 hours, or if you notice an error with the data entered, please contact us using any of the following means:

Telephone: 689 10 99 83

Email: [info@institutodecom.es](mailto:info@institutodecom.es)

The contact form on this website

Likewise, if you want us to send you the invoice on paper, contact us and we will send it to you at no additional cost.

### *Payment methods*

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**Instituto de Comunicación** offers simple payment methods:

- Bank transfer
- Credit or debit card
- PayPal

The conditions for each of these payment methods are specified below.

#### → *Bank transfer*

Instituto de Comunicación offers you the possibility to make the payment of the order by means of a transfer in our bank account.

If you decide to use this payment method, once you have completed your order, we will send you an email detailing the amount payable for the invoice, the concept you must indicate, and the account number. It is essential that you specify your order reference number (provided by **Instituto de Comunicación** in the email) in the concept section when making the transfer in order to speed up the billing process.

Transfers can take up to 48 hours. Once payment is confirmed, Instituto de Comunicación will proceed to manage the service acquired. If you wish to speed up this process, you can send us proof of payment by email to [info@institutodecom.es](mailto:info@institutodecom.es).

#### → *Credit or debit card*

Payment via credit or debit card is made using the secure payment gateway of Wix Payment. Via this payment method, **Instituto de Comunicación** never collects or handles any customer data related to their card number. All data are processed directly by Wix Payment, such that **Instituto de Comunicación** may always offer optimal security, transparency and confidentiality in the transaction.

→ *PayPal*

You can also make payments using your PayPal account. With this payment method, **Instituto de Comunicación** never collects or manages any bank data. All data are processed directly by PayPal such that **Instituto de Comunicación** may always offer optimal transparency, security and confidentiality in the transaction.

### *Deliveries*

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Delivery is available to:

- Mainland Spain
- Balearic Islands
- Canary Islands
- Any country in the European Union.

Delivery is carried out by the express courier company **Tipsa**.

**Delivery will be free to Mainland Spain and Balearic Island.** In the rest of the cases, the price of the transport will be of:

- Canary Island: 12€. The delivery time will be shown before completing the purchase of the product and/or service.
- International: both the shipping price and the delivery time will depend on the shipping area, and will be shown to you before completing the purchase.

The delivery company usually makes deliveries during business hours. Therefore, if you have any time preferences for delivery you can indicate these in your order's comments and the company will try to observe these (to the extent possible according to the carrier's route and working times).

### *Delivery Times*

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The delivery time is shown during the purchase process and implies acceptance by you.

In case of non-compliance with delivery times, you must tell us an additional period appropriate to the circumstances that caused the initial delay. In the event that we are also unable to deliver the item within that additional period, you will be able to terminate the contract. Also, you will be able to terminate the contract immediately when the fulfilment of the delivery deadline is essential for the conclusion of the contract, or when you have informed us, before the purchase, that the delivery of the package on a certain date is an indispensable requirement for the conclusion of the contract.

In any case, if the termination of the contract occurs, the amounts paid in full will be refunded.

In the event that the User purchases a product that has not yet been released, but already has a release date, the shipping times will be provisional and modifiable, and will be subject to the number of units per product that the suppliers have at any given time. In such a case, we will contact you to inform you of the variations in such products, as well as the possibility of end the contract.

In some cases, there may be a lack of stock. Our staff will contact you to give you a solution and to inform you of the delivery time once the selected product is available, or to terminate the contract if you wish.

**IMPORTANT:** In general, we are not responsible for non-compliance or delay of obligations due to causes beyond our control, such as in case of force majeure (confinement by alarm state, for example), natural disasters, strikes, accidents, etc. If any incident arises, we will contact you to resolve the issue.

### *Prices, taxes, tariffs and duties*

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Prices are expressed in Euros. Prices for "Instituto de Comunicación" products may vary, but any changes will not affect orders for which a Shipping Confirmation has already been sent.

The final price of the products purchased may vary depending on the applicable taxes in each case, or depending on the shipping address and profile of the buyer (private or professional). For informational purposes, except in those activities not subject or exempt from VAT, the following taxes will apply in the articles on our website:

- The retail price of items with a delivery address in mainland Spain and the Balearic Islands includes VAT.
- The retail price of items with a delivery address in other EU countries, and if the buyer is an individual, includes the country of origin's VAT.
- The retail price of items with a delivery address in other EU countries, and if the buyer is a business or professional, does NOT include VAT provided that they are registered in the Intra-Community Operators Register (in which case they must provide us with a valid tax identification code). If they are not registered as an Intra-Community Operator, the retail price will include the VAT corresponding to the country of origin.
- The retail price of items with a delivery address in the Canary Islands, Ceuta or Melilla and, in general, any country outside the EU, does NOT include VAT, given that the transaction is treated as an export. The price indicated for each item is its final price for deliveries to these destinations. **Instituto de Comunicación** will not be liable for the SAD nor import expenses and taxes (ISPI, IGIC), tariffs or duties generated at customs in the destination, if applicable.

### *Down of accounts and services, cancellation and blocking*

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User accounts are not deleted for lack of use. The User can unsubscribe by requesting it to the staff of "Instituto de Comunicación", by sending an email to [info@institutodecom.es](mailto:info@institutodecom.es) or through the profile of their account.

In case of non-payment of an order, it may be temporarily suspended until the situation of non-payment has been resolved by the User. In case of more than 15 days, "Instituto de Comunicación" may proceed to the cancellation of the order.

"Instituto de Comunicación" reserves the right to block without prior notice access to the User account (or directly delete the User account), if you use it illegally or violate the obligations and rules set forth herein, a fact that will be communicated by email. Blocking or deleting the User account will have no effect on the obligation to pay for the products purchased, if applicable.

In exceptional cases, under the free discretion of the administrators of "Instituto de Comunicación", and evaluating the severity of the fact, administrators may choose to notice the infringing User, before deleting or blocking their account permanently.

By registering as a User, you agree that the owners of this site reserve the right, being able to act at any time and without prior notice, to modify or discontinue this website and its services, or to delete data provided, either temporarily or permanently.

### *Returns*

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Here at **Instituto de Comunicación**, we want you to be satisfied with your order. For this reason, we offer you various methods you can use to return an item that does not meet your needs or expectations. Possible cases of return include:

#### **A. The product is incorrect, it has a defect, or it has been damaged during transport:**

We take special care to ensure all of our items and deliveries are in perfect condition. However, if you receive an incorrect item, please get in touch with us as soon as possible to fix it. Before opening the product, check that the packaging matches what you have requested: colour, size, finish, etc.

If the products received have any defect or deterioration, we will respond to the lack of conformity as set out in the "Guarantees" section within these conditions of sale.

If the product has been damaged during transport, it is essential that you inform us and, if it's possible, you note the incident on the carrier's delivery note.

Products must be returned such that they are protected, within a box or protective bag. **Instituto de Comunicación** makes available to the buyer a delivery company for the return of goods with a completely free service. If you wish to return goods using a delivery company different to the carrier suggested by **Instituto de Comunicación**, and the delivery company you choose offers higher rates, you must pay the difference in transport costs.



## **B. Right to return:**

We don't want you to end up with something you don't like, for which reason you can return an item if it doesn't meet your expectations. To do so, in accordance with the provisions of the Consumer Rights Act, and provided that you are an individual buyer, you have the right to return goods, provided that the product is not a digital product that you have already started to download.

To exercise this right to return goods, you must do so within a maximum of FOURTEEN (14) calendar days of receiving your order. You must inform us, by emailing [info@institutodecom.es](mailto:info@institutodecom.es), of your decision to return the purchase made (to do so, you may use the following return form model, if you wish). [\[ADJUNTAR MODELO DE DESISTIMIENTO QUE HAY AL FINAL DE ESTE DOCUMENTO\]](#)

In order to exercise this right, the product must be found in perfect condition, and preferably retain the original packaging, along with all of its parts. In case the products do not arrive in perfect condition, do not include all their parts and accessories, or do not keep their original packaging, **Instituto de Comunicación** reserves the right to pay a lower amount in the return, a circumstance that will be notified to you.

The refund of the amount paid will be made once the condition of the product has been checked. The refund will be made using the same payment method used to make the purchase and, in any case, it will take place within a maximum of 14 calendar days from when the return request is reliably received, provided that **Instituto de Comunicación** is managing collection of the item. If you return an item using a delivery company of your choice, the time frame of 14 days will be counted from when **Instituto de Comunicación** has effective knowledge of the goods being sent or, failing this, when they are received.

Return delivery costs resulting from the right to return will be payable by the buyer.

It is possible that due to the nature of the services, this will be considered executed to the contracting of the service, so that the right of withdrawal established in Law 3/2014, of 27 March, of Defense of Consumers and Users will not apply.

## **C. If you have not yet received your order:**

If you have not yet received your order and you wish to cancel or amend it, simply inform us of the changes you wish to make. This will not involve any extra costs if your order has not yet been processed.

*Contact Information for Returns:*

\*Telephone: 689 10 99 83

\*Notification through this website using the "Contact" section

\*Email: [info@institutodecom.es](mailto:info@institutodecom.es)

All product returns must be sent to the following address: C/ Muntaner nº443, Principal – 08021, Barcelona (Spain)

### *Guarantees*

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With the exception of those that, given their nature, are excluded from regulations on consumer goods guarantees, all of our products are guaranteed nationally against **manufacturing defects** for two years from their date of purchase (or date of delivery, if this is later), or one year if the item is not new.

We will address nonconformities. The buyer must inform us of these within two months of identifying them.

If the defect or nonconformity were to arise in the first six months following delivery of the item, whether it is a new product or second-hand product, it will be assumed that the defect or nonconformity already existed when the product was purchased (or delivered, if this was later), meaning that a manufacturing defect exists, unless we can demonstrate that the defect or nonconformity is not a manufacturing defect, but rather, for example, it is owed to misuse or poor maintenance by the buyer.

On the other hand, if the defect or nonconformity were to arise after six months and before two years have elapsed, it will be presumed that a manufacturing defect does not exist.

In the event of a defective product, we may proceed, where applicable, to repair it, replace it, reduce its price, or terminate the product. These procedures will be free to the buyer (including transport costs, where applicable).

Therefore, defects and deterioration that occur due to external events, accidents, wear and tear, or use that does not conform to our instructions or those of the manufacturer (misuse) are excluded from the guarantee. In addition, products modified or repaired by the customer or any other person not authorised by **Instituto de Comunicación**, as well as products that are the subject of a specific contract, are also excluded. In these cases, the consumer will be responsible for their repair.

According to regulations, and unless proven otherwise, products will be considered to conform to the contract provided that they comply with all requirements expressed below:

a) They adapt to the description provided and possess the product qualities presented to the consumer and User in the form of a sample or model.

b) They are suitable for the uses that similar products are ordinarily used for.

c) They present the usual quality and capabilities of a product of the same type that the consumer and User may reasonably expect in view of the product's nature.

### *Dispute resolution*

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As required by new European regulations, the User is hereby informed of the existence of a European platform for online dispute resolution. Thus, in order to resolve consumer disputes (pursuant to Art. 14.1 of Regulation (EU) 524/2013), you can access European Commission's online dispute resolution platform via the following link:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=ES>

## **CANCELLATION OF PURCHASE ORDER SAMPLE**

If, as a consumer and user, you wish to exercise your right to cancel the purchase, you can do this through this form, that you only need to fill in and send back to us.

To the attention of 2009 Instituto de Comunicación, S.L., with registered office in C/ Muntaner nº443, Principal – 08021, Barcelona (Spain), telephone 689 10 99 83 and email address [info@institutodecom.es](mailto:info@institutodecom.es).

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Hereby, I'm renouncing my sales contract from the following list of products or services:

(Indicate the products or services to be cancelled)

Order date:

Name of the consumer and user:

Address of the consumer and user:

Purchase number:

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Signature of the consumer and user (only if this form is presented on paper)

Date: