

General Terms and Conditions

TECH Technological University



Tech Education General Terms and Conditions

Definitions

Except where the context requires, the following definitions shall have the same meaning as indicated below for all purposes. Definitions are equally applicable whether mentioned in the singular or plural.

- **Virtual Campus:** Tech's training platform available to Students through the University's Website.
- **General Terms and Conditions:** refers to these General Terms and Conditions.
- **Confirmation Email:** email sent to the Student acknowledging receipt and confirming enrollment in the corresponding Program.
- **Student:** means any person who contracts any of Tech's services, i.e., completes the Online Enrollment or Telephone Enrollment process in any of the Programs offered by the University, from the moment they receive the Confirmation Email.
- **Programs:** refers to all the courses and teaching, research and study programs offered by Tech on its website.
- **Telephone Enrollment:** refers to the process of contracting Tech's services (Programs) by telephone.
- **Online Enrollment:** refers to the process of contracting Tech's services (Programs) through Tech's own website.
- **Notification of Withdrawal:** refers to the unequivocal statement sent by the Student who wishes to exercise their right to withdraw from Tech.

1. General Information

TECH EDUCATION, RIGHTS & TECHNOLOGIES, S.L. with CIF: B-76755842. Registered office at Calle Puerto de Los Cristianos, 24. Dársena Pesquera, 38120 Santa Cruz de Tenerife (hereinafter, "**Tech**" or the "**Technological University**") is the owner of the official website of Tech www.techtitude.com (hereinafter, indistinctly the "**Website**" or the "**Web**").

These General Terms and Conditions shall govern the contracting of the different Programs offered on the Website and the use of the Virtual Campus by the Students.

Checking the box of acceptance of the present General Terms and Conditions during the registration process through the Website or during the telephone registration process through the Token system, implies the acceptance, without reservation of any kind, of the present General Terms and Conditions by the Student, having the same validity as their signature in person. In this way, the Student acknowledges that they have sufficient capacity to acquire the obligations derived from their actions through the Website, that they has previously read and understands its contents.

If Students wish to contact Tech for any doubt or incident, they can use the following e-mail address informacion@techtitude.com or contact through the telephone number 902 103 435 from Monday to Friday from 6 am to 10 pm.

2. Modification and validity of the General Terms and Conditions

These General Terms and Conditions are subject to modification, being applicable those in force at the time of enrollment in any of the Programs offered by Tech through the Online Enrollment or Telephone Enrollment process. These General Terms and Conditions shall remain freely available on Tech's Website and shall be provided to the Students enrolling in any of the Programs offered by Tech, together with the confirmation of the contract concluded within a reasonable period of time after the completion of the Online Enrollment or Telephone Enrollment process, always before the start of the corresponding Program.

Tech may, at any time and without prior notice, modify these General Terms and Conditions by publishing such modifications on its Website or by sending any type of communication to the Students. Such modification shall not affect the Programs whose Online Enrollment or Telephone Enrollment process took place previously.

These General Terms and Conditions shall remain in force until the Student terminates the Program for any of the reasons stipulated in these General Terms and Conditions, regardless of those clauses that by their nature subsist at the end of the contractual relationship between the parties.

3. Characteristics of the services offered by Tech

The purpose of the Website is to facilitate the general public's knowledge of the activities and services provided by Tech, making detailed information available to Students on the Programs offered.

The descriptions of the programs (including their content, price and duration) can be consulted on the Website, in the "programs" section, or by requesting further information through the channels indicated on the Website. In this regard, Students declare that they are aware of and accept the price, duration, program characteristics and conditions for contracting the teaching services of the Program in which they decide to enroll prior to the completion of the enrollment process.

All programs offered by Tech will be taken in digital format through the platform that Tech will make available on the Virtual Campus, and can be taken from any country in the world.

Tech reserves the right not to offer programs that do not reach a minimum number of students enrolled that allows the proper development of teaching, in which case the Student may opt for a full refund of the amounts paid, for the maintenance of enrollment until the next call or for the formalization of enrollment in another academic program (paying the Student the difference that may exist between the two programs). The notification, which will be sent as soon as the circumstances make it possible, of not starting the program due to impossibility in the event that the minimum number of students required to form a group is not reached, will not entitle the Student to any claim for compensation and/or damages in addition to the refund of the amounts paid.

4. Enrollment Process

4.1. Online Enrollment

In order to take advantage of any of the Programs offered by Tech, the Student must follow the Online Enrollment procedure, which includes completing all the fields marked as required (*) in the form, indicating the method of payment and, finally, clicking on "Formalize Enrollment". To do so, the Student must confirm that they have read and accepts both these Terms and Conditions and the Privacy Policy.

Next, the Student will be redirected to the payment process corresponding to the selected payment method, which may be the payment gateway in case of selecting payment by credit card or the bank details collection form in case of choosing to pay by bank account. Once the payment has been made correctly, the page will inform you that the enrollment has been successfully completed.

The contract between Tech and the Student, is perfected from the moment the Student completes the Online Enrollment process, being understood that following the enrollment procedure and the inclusion of all the requested data, together with the ticking of the box related to the acceptance of these General Terms and Conditions, is a direct manifestation of having read them and an unequivocal will of the Student to accept them.

Following this, Tech will send to the email address provided by the Student, within a reasonable time after the completion of the Online Enrollment process, an email acknowledging receipt and confirmation of enrollment in the corresponding Program ("Confirmation Email").

Subsequently, the Student will receive an email with their access codes to the Virtual Campus, Tech's platform through which the contracted service will be provided. Detailed information on the registration process and the use of the Campus is provided in the "Virtual Campus" section of these General Terms and Conditions.

The data entered by the Student in the Online Enrollment process will be subsequently confirmed by the Student in the Virtual Campus. Likewise, Students may modify their data, including the password to access the Virtual Campus, at any time in the Virtual Campus.

The data provided by the Students must be accurate, current and truthful at all times.

Under no circumstances will Tech be responsible for the veracity of the data provided by the Students, so each of them is responsible for the possible consequences, errors and failures that may subsequently arise from the lack of accuracy, veracity and timeliness of the data. Tech shall not be liable in the event that the contracted service cannot be provided as a result of an error in the data provided by the Student.

4.2. Telephone Enrollment

Tech offers Students the possibility to enroll in any of its Programs by telephone, assisted by an agent or salesperson.

During the call, the Tech agent or salesperson will ask the Student for the necessary information to proceed with the Student's enrollment in the corresponding Program, as well as information on the method of payment. Once the agent or salesperson has completed the process of registering the Student's information in Tech's internal systems, the Student will receive by e-mail all the information about the corresponding Program. This email will include a link to provide payment details and confirm enrollment.

At the Student's discretion, the phone call, and therefore the assistance of Tech's agent or salesperson, may end at this time or continue until the end of the enrollment process.

The Student must access the link provided, enter the payment details in the payment gateway in case they have chosen to pay by credit card or in the bank details collection form in case of

payment on account and click on "Formalize enrollment". To do so, the Student must confirm that they have read and accepts both these General Terms and Conditions and the Privacy Policy.

Once the information about the Program has been received and the payment details have been entered, and the legal texts have been accepted, the page will inform the Student that the registration has been successfully completed.

The Student may also provide the payment details by telephone prior to confirmation by electronic means. In this case, the Student will receive by e-mail all the information about the corresponding Program and a link to review the payment details and confirm the enrollment.

The contract between Tech and the Student will be concluded from the moment the Student completes the Telephone Enrollment process, which will take place with the confirmation of the enrollment and the ticking of the box regarding the acceptance of these General Conditions, through the link present in the previous e-mail.

After this, Tech will send to the email address provided by the Student, within a reasonable time after the completion of the Telephone Enrollment process, an email acknowledging receipt and confirming enrollment in the corresponding Program ("Confirmation Email").

Subsequently, the Student will receive an email with his/her access codes to the Virtual Campus, Tech's platform through which the contracted service will be provided. Detailed information on the registration process and the use of the Campus is provided in the "Virtual Campus" section of these General Terms and Conditions.

The data provided by the Student in the Telephone Registration process will be subsequently confirmed by the Student in the Virtual Campus. Likewise, Students may modify their data, including the password to access the Virtual Campus, at any time in the Virtual Campus.

The data provided by the Students must be accurate, current and truthful at all times.

Under no circumstances will Tech be responsible for the veracity of the data provided by the Students, so each of them is responsible for the possible consequences, errors and failures that may subsequently arise from the lack of accuracy, veracity and timeliness of the data. Tech shall not be liable in the event that the contracted service cannot be provided as a result of an error in the data provided by the Student.

4.3. Virtual Campus

4.3.1. Registration process

In order to take advantage of the contracted service, i.e. to take the Program, the Student must access the Virtual Campus available in the "campus access" section of the Website and register using the credentials provided by e-mail.

The registration in the Virtual Campus will be completely free of charge, except for the cost of the Program and the cost related to the connection through the telecommunications network provided by the access provider contracted by the Student.

Once the registration is completed, the Student must confirm the personal data (identification and contact) provided in the Online Enrollment form or during the

Telephone Enrollment process and, if necessary, may modify those they deem appropriate.

The use of the Virtual Campus and, therefore, the access to the teaching material and content (books, videos, diagrams, images, etc.) available to the Students, is personal and non-transferable and, therefore, it is forbidden to access or make it available to third parties.

The Student undertakes that the password chosen during this registration process on the Platform will be personal and non-transferable, not being allowed its transfer, even temporarily, to third parties. In this sense, the Student agrees to make diligent use and keep secret the password used to access the Virtual Campus. In the event that the Student knows or suspects the loss, theft or use of their password by third parties, they must inform Tech as soon as possible. Each Student shall be liable for any damages caused to themselves, Tech and/or any third party by the use of the Virtual Campus by any third party using the Student's password as a result of improper or negligent use or loss of the password by the Student.

In any case, any operations carried out prior to such communication shall be deemed to have been carried out by the Student, who shall be liable for any damages arising from any unauthorized access and/or use made prior to such communication.

Notwithstanding the foregoing, Tech will use its best efforts to inform the Student of any behavior that is indicative of fraud so that the Student may promptly verify the existence of any misappropriation or misuse of their account.

4.3.2. Access and use requirements

The registration and use of the Virtual Campus will be limited exclusively to Students over 18 years of age, with full legal capacity and who have a computer (PC or Macintosh), Tablet or smartphone, Internet connection and an email account.

All the resources of the Virtual Campus are integrated and their access is through an Internet browser, therefore, it will not be necessary to install any additional software on the device used by the Student.

The Student will be able to enjoy the use of the Virtual Campus and access to the teaching materials and contents during the term or duration of the program in which they have enrolled.

In order to be able to take the Programs in its entirety, Students have the following options available to them:

- Flash: Installing Flash Player 10 or later (<http://www.adobe.com/go/getflash>),

in one of the following web browsers:

- Windows: Internet Explorer 6 and later, Firefox 1.x and later, Google Chrome, Opera 9.5 and later.
- Mac: Safari 3 and later, Firefox 1.x and later, Google Chrome.
- Linux: Firefox 1.x and later

- HTML5: Installing any of the web browsers:
 - Google Chrome 14 or later on Windows or Mac.
 - Safari 5.1 or later on Mac.
 - Mobile Safari on Apple iOS 5.0 or later on iPad/iPhone.
- Apple iOS: Articulate Mobile Player; Apple iOS 5.0 or later on iPad. Also
Any browser with built-in flash such as Puffin Browser will also work.

Tech does not guarantee the perfect functioning of the Virtual Campus with other operating systems, devices or browsers.

4.4. Formalization of the relationship between Tech and the Student

The contract between Tech and the Student is perfected from the moment the Student completes the Online Enrollment or Telephone Enrollment process, regardless of the Student's access to the Virtual Campus. The Student is solely responsible for accessing the Virtual Campus and taking the program in which they have enrolled.

5. Price

All prices of the Programs shown on the Website are final prices, expressly including all applicable taxes and fees. Such prices will be shown in the local currency. In the event that the final price changes due to increases or discounts that may be applicable, expenses charged to the Student and/or additional expenses for products and/or accessory services, means of payment, etc., the Student will be informed during the Online Enrollment and Telephone Enrollment process in a detailed manner and prior to the time of payment.

Prices may change at any time up to the formalization of the Enrollment. In this way, possible changes in the price will not affect the contracting process with respect to the Students who have already received the Confirmation Email.

6. Payment Methods

In the Online Enrollment and Telephone Enrollment process, the Student must select the payment method among the available options. The available payment methods are direct debit and credit card payment for Spain, in other countries payment via PayPal is offered. In both cases, the Student may choose to pay in cash or in installments.

- **Bank card** (those indicated in the payment gateway): through the Redsys gateway (<http://www.redsys.es/>). If your payment method is by credit card, by clicking on "Pay" the Student is confirming that they are the cardholder. Credit cards will be subject to checks and authorizations by the issuing bank.
- **PayPal**: you can request more information about this payment method at the following website: <https://www.paypal.com/es/home>.

In the event that the enrollment fee has been fraudulently or improperly charged using a payment card number, the cardholder may demand immediate reversal of the charge. In such a case, Tech will make every effort to ensure that appropriate debit and credit entries are made to Tech's and the cardholder's accounts as soon as possible.

However, if the payment has actually been made by the cardholder and the demand for a refund is not the result of exercising the right of withdrawal, the cardholder shall be liable to Tech for any damages incurred as a result of such reversal.

7. Duration of the Program and Completion

Each of the Programs has a defined term of completion or duration (hereinafter referred to as "Term"), set forth in the program description.

By enrolling, the Student expressly accepts the Term indicated and acknowledges that they are informed of the start and end dates. From the beginning of the Term and throughout the duration of the program, the enrolled Students will have access, through the Virtual Campus, to all the contents and teaching materials of the program in digital format according to the schedule established in the Virtual Campus.

Once the Term is over, the relationship between the Student and Tech will be considered as concluded. If the Student does not complete the program within the Term, they will not have the right to continue their studies.

8. Certificate

Once the Student has passed all the modules that make up the Program (bachelor's, master's or doctoral degree) in which they have enrolled and, if applicable, passed the certification requirements, the Student will obtain a total certificate of studies that mentions the subjects taken and the grades obtained, as well as the bachelor's, master's or doctoral degree, duly stamped and validated. Likewise, in the case of studying in Mexico and if necessary, the legalization and/or apostille of the documents issued by the SEP will be arranged.

The certificates are issued on a monthly basis, after the issuance of the certificates, students who have passed all the modules will receive their degree by e-mail in a period of two and a half to three months, without the need to pay any fee.

Students may request a duplicate certificate at any time by paying the corresponding fees.

8.1. Certificate requirements

- In order to pass your program, your average grade must be higher than 5 and you must visualize 100% of the program.
- Each exam has two attempts. The system will take the higher of the two grades.
- Doctoral students must complete a thesis or final research paper as a prerequisite for graduation. For bachelor's and master's degrees it is only necessary to accredit all the modules that make up the program.

9. Right of withdrawal

9.1. Period and form

The Student has a maximum period of three (3) calendar days from receipt of the Confirmation of Enrollment email to exercise their right of withdrawal.

In order to exercise the right of withdrawal, the Student must contact Tech at informacion@techtitute.com, telephone 902 103 435, notifying their decision to withdraw from the contract by means of an unequivocal statement ("Notice of Withdrawal"). For this purpose, you may use the model withdrawal form attached as an Annex to these General Terms and Conditions,

although its use is not mandatory. To meet the withdrawal period, it is sufficient that the communication concerning the exercise by you of this right is sent before the expiry of the withdrawal period.

9.2. Consequences of withdrawal

Upon receipt of a timely Notice of Withdrawal, Tech will acknowledge receipt of the Notice of Withdrawal to the Student in writing and thereafter, an agent of Tech will contact the Student to ascertain the reason for the withdrawal and confirm its decision.

In the event of confirmation of the withdrawal decision, Tech will refund to the Student all payments received without undue delay and, in any event, no later than fourteen (14) calendar days from the date on which it notifies the withdrawal decision.

In this regard, the refund shall be made using the same means of payment used by the Student for the initial transaction, unless the Student indicates otherwise, expressly detailing the means of payment through which they wish the refund to be made. Tech will not incur any fees as a result of the refund.

10. Comments, suggestions, complaints and claims

Comments and suggestions are welcome. For these purposes, Students may use the contact methods indicated in the first section of these General Terms and Conditions.

Tech also has official complaint forms available to students as an appendix to these General Terms and Conditions.

You may also send your complaints and claims through our contact channels or by e-mail to informacion@techtitute.com, which will be dealt with by our customer service as soon as possible and, in any case, within the legally established deadline. Likewise, they will be registered with an identification code that we will inform you and will allow you to follow up on them.

If the Student considers that their rights have been violated, they can direct their complaints to Tech through the e-mail address informacion@techtitute.com in order to request an extrajudicial solution of controversies.

11. Student Responsibility

The Student acknowledges and accepts that the enrollment process and, if applicable, subsequent access and use of the Virtual Campus, takes place freely and consciously, under their sole responsibility. The Student undertakes to make an appropriate and lawful use of the Virtual Campus in accordance with the applicable legislation and these General Terms and Conditions. Consequently, the Student declares that they will hold Tech harmless and assume all liability for any breach of applicable law and/or these General Terms and Conditions and, in particular, for any damage caused to Tech or third parties as a consequence of their actions.

The Student shall refrain from (i) making unauthorized or fraudulent use of the Virtual Campus; (ii) access or attempt to access restricted resources of the Virtual Campus; (iii) use the Virtual Campus for purposes or effects that are illicit, illegal, contrary to the provisions of these General Conditions, harmful to the rights and interests of third parties, or that may in any way damage, render useless or overload or impede the normal use or enjoyment of the Virtual Campus; (iv) cause damage to the Virtual Campus, other users or third parties; (v) introduce or disseminate computer viruses or any other physical or logical systems that are likely to cause damage to the systems of Tech, its suppliers, other users or third parties, (vi) attempt to access, use and/or manipulate the data of Tech, third party

suppliers and/or other Students; (vii) reproduce, copy, distribute, transform or modify the Contents, allow access to third parties through any form of public communication, unless authorized by the owner of the corresponding rights or it is legally permitted; (viii) obtain or attempt to obtain the contents available on the Virtual Campus using means or procedures other than those, as appropriate, have been made available for this purpose by Tech; (ix) Refrain from providing any material or content subject to copyrights, trademarks, patents and other intellectual and industrial property rights of which it does not have sufficient legitimacy for its use both by itself and by the other Students, and that such use does not violate any legal provision, contract, right or property of third parties, or in any way constitute unfair competition. Consequently, it will be understood that the Student who includes the material or content referred to has the necessary legitimacy. Tech will inform the authorities of any illegitimate use of the Virtual Campus as soon as it becomes aware of it.

Likewise, the Student is responsible for ensuring that the data, comments, opinions, recommendations and/or evaluations, or texts of any kind sent to Tech through the Virtual Campus do not infringe the rights of third parties or violate applicable legislation. Tech reserves the right to edit, reject or delete the aforementioned data, comments, opinions, recommendations, evaluations and texts of any kind.

The Student may only access the Virtual Campus through authorized means. Tech shall not be liable in the event that the Student does not have access to the Internet, does not have a compatible device or has downloaded an incompatible browser version.

In case of breach by the Student of these Terms and Conditions, even on mere suspicion, or in case of illegal or illicit use of the Virtual Campus, Tech reserves the right to suspend, modify, restrict or interrupt, either temporarily or permanently, the access, navigation, use, hosting and/or downloading of the content and/or use of the Virtual Campus, with or without prior notice, without the possibility for the Student to claim any compensation for this cause, as well as to take any legal action it deems appropriate to protect its rights.

12. Tech's Responsibility

Except for the liabilities that cannot be excluded or limited as a result of the applicable regulations, Tech is not responsible, directly and indirectly, for claims made by Students that are caused by any of the following circumstances:

- Improper use of the Portal: Tech has created its Virtual Campus for the provision of its services, which includes making available to the Students educational content, communication channel with professors, evaluation process, warning system, and other resources and functionalities necessary for the effective completion of the course of study. However, Tech cannot control the use of the Virtual Campus other than as provided for in these General Terms and Conditions; therefore, access to the Virtual Campus and its correct use are the responsibility of the person performing these actions, and Tech is not responsible for any incorrect, illicit or negligent use that the Student may make of it.

Likewise, Tech will not be liable for damages of any nature arising from Internet access problems, technological problems beyond the diligent and reasonable management of Tech; damages caused by the lack of resolution of the devices used by Tech; damages caused by the lack of resolution of the devices used by the Student or by errors in the information provided by the Student.

- Use of the contents: Tech provides all the contents of the Virtual Campus, under certain conditions, and in good faith, and will make its best efforts to ensure that they are permanently updated and current; however, Tech cannot assume any responsibility for the use or access made by the Students outside the scope to which it is addressed, whose final responsibility will fall on the Student. Likewise, Tech will not be able to control the contents that have not been prepared by Tech or by third parties on its behalf and, therefore, will not be liable in any case for damages, contents and technical unavailability that may be caused by such third parties.
- Viruses: Tech undertakes to apply all necessary measures to try to guarantee the Student the absence of viruses, worms, Trojan horses and similar elements in its Virtual Campus. However, these measures are not infallible and, therefore, Tech cannot fully ensure the absence of such harmful elements. Consequently, Tech shall not be liable for any damages that they may cause to the user.
- Technological failures: Tech has concluded all the necessary contracts for the continuity of the Virtual Campus and will make its best efforts to ensure that it does not suffer interruptions, but cannot guarantee the absence of technological failures, nor the permanent availability of the Virtual Campus and the different functionalities included in it and, consequently, assumes no liability for any damages that may be generated by the lack of availability and access failures caused by disconnections, breakdowns, overloads or network failures not attributable to Tech.
- Exchange of information: the Virtual Campus may contain certain areas designed for different Students to share their experiences and to encourage the exchange of information. However, Tech only acts in these forums as a meeting place and does not control the expressions made in them, and therefore assumes no responsibility for the veracity or relevance of the statements made in them by the Students.
- Likewise, Tech puts all the means at its disposal to carry out the purchase, payment and delivery process to guarantee the contracted service. However, it disclaims liability for causes not attributable to it, such as force majeure or technical failures that prevent normal operation of the service through the Internet, lack of availability of the Website or the Virtual Campus for maintenance or other reasons, and damages caused, to itself or a third party, by any person who violates the conditions, rules and instructions established by Tech or through the violation of security systems.

Without prejudice to the foregoing, Tech declares that it has taken all necessary measures, within its possibilities and the state of the art, to ensure the proper functioning of the Website and the Virtual Campus and to minimize system errors, both from a technical point of view and from the point of view of the contents published.

13. Links to other websites: Supplementary Materials

Through the "Supplementary Materials" section of the Virtual Campus, Tech provides students with access to additional content and information related to the course of study, including links to websites considered of interest to students. The purpose of these links is only to facilitate the search for resources that may be of interest to students through the Internet. However, these websites do not belong to Tech, nor does it review their contents and, therefore, it cannot be held responsible for them, for the operation of the linked website or for any possible damage that may arise from accessing or using them.

Likewise, Tech is fully respectful of the intellectual or industrial property rights that may correspond to third parties on the websites to which the aforementioned links refer. For this reason, if the Student considers that this site could be violating their rights or those of third parties, please contact Tech at the following e-mail address: informacion@techtitute.com

14. Establishment of links with the Virtual Campus

In general, the establishment of hypertext links (hereinafter "link" or "links") to the Virtual Campus is not authorized, unless Tech expressly states otherwise.

In any case, Students are informed that the inclusion of links to the Virtual Campus by other websites does not imply that Tech maintains links or association of any kind with the owner of the website where the link is established, nor that Tech promotes, endorses, guarantees or recommends the contents of such websites.

15. Frames

Tech expressly prohibits "framing" or the use by third parties of any other mechanisms that alter the design, original configuration or contents of the Virtual Campus.

16. Intellectual and Industrial Property Rights

All copyrights, trademarks, patents and other intellectual and industrial property rights relating to the material or content available on the Virtual Campus and/or necessary for the proper operation and management of the same, including software, data, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork and any other type of material or images, are owned by Tech or have been licensed to Tech through the copyright(s) for its use. Therefore, their use, reproduction, distribution, public communication, transformation or any other similar or analogous activity is strictly prohibited unless expressly authorized in writing by Tech.

Likewise, it is strictly forbidden to use all the elements of industrial and/or intellectual property of the Virtual Campus for commercial purposes, as well as their distribution, modification, alteration or decompilation. At no time, unless expressly stated to the contrary, does access, browsing or use of the Virtual Campus and/or its contents grant the Student any right over the distinctive signs included therein.

In the event that the Student sends information of any kind to Tech through any of the channels provided for this purpose, the Student represents, warrants and agrees that they have the right to do so freely, that such information does not infringe any intellectual and industrial property rights,

trademark, patent, trade secret or any other rights of third parties, and that such information is not confidential or harmful to third parties.

In this regard, the Student acknowledges that he/she assumes responsibility and indemnifies Tech for any communication that they provide personally or on their behalf, such responsibility reaching without restriction to the accuracy, legality, originality and ownership of the same.

In any case, Tech declares its respect for the intellectual and industrial property rights of third parties; therefore, if the Student considers that this site may be violating their rights or those of third parties, please contact Tech at the following address [e-mail:informacion@techtitute.com](mailto:informacion@techtitute.com).

17. Data Protection

The information or personal data provided by the Students through the Online Enrollment or Telephone Enrollment process will be treated in accordance with the Privacy Policy and Cookies Policy.

18. Miscellaneous

18.1. Force Majeure

Tech shall not be liable in the event of unavailability of the service and/or operation of the Virtual Campus when caused by force majeure. "Force majeure" shall mean all circumstances that cause Tech to be temporarily or permanently unable to perform its obligations, such as, for example, governmental action, strikes, earthquakes, fire, failure of public or private telecommunications networks, as well as all circumstances of a similar nature, which prevent Tech from reasonably requiring Tech to perform its obligations to Student.

18.2. Notifications

Tech may make the appropriate notifications related to the Virtual Campus or these General Conditions through the Website itself, the Virtual Campus, as well as through the email address provided by the Student. The Student, in turn, may send notifications to Tech through informacion@techtitute.com.

18.3. Transfer

Students may not assign, transfer or subrogate to third parties or subcontract the rights and obligations under these Terms and Conditions without Tech's prior written consent.

For its part, Tech may transfer, assign, encumber, subcontract or otherwise transfer all or any of its rights or obligations under these General Terms and Conditions at any time during the term of these General Terms and Conditions. For the avoidance of doubt, such transfers, assignments, encumbrances or other cessions shall not affect the rights that the Student, as a consumer, has by law nor shall they annul, reduce or otherwise limit any warranties, whether express or implied, that may have been granted.

18.4. Resignation

The resignation or failure by either party to exercise in any respect any right or provision of these General Terms and Conditions shall not be considered a resignation of the applicable right or provision.

18.5. Partial nullity

Should any of the sections of these General Terms and Conditions be declared null and void by a final decision issued by a competent authority, the remaining sections shall remain in force, without being affected by such declaration of nullity.

18.6. Complete agreement

These General Terms and Conditions and any documents expressly referred to herein constitute the entire agreement between Student and Tech relating to the subject matter hereof and supersede any prior agreements, understandings or promises made between the parties orally or in writing.

The parties acknowledge that they have consented to enter into a contract without having relied on any statement or promise made by the other party or which could be inferred from any statement or writing in negotiations between them prior thereto, except as expressly set forth in these General Terms and Conditions.

Neither party shall have any remedy in respect of any untrue statement made by the other party, oral or written, prior to the date of acceptance of these General Terms and Conditions and the other party's only remedy shall be for breach of these General Terms and Conditions.

18.7. Applicable law and jurisdiction

Unless otherwise provided by law, the relationship between the User and Tech shall be governed by the Spanish legislation in force and any dispute shall be submitted to the Courts and Tribunals of the User's domicile. Likewise, the User may resort to the Consumer Arbitration resolution system, administered by any of the Arbitration Boards to which Tech is previously submitted, according to the information available on the Web Page www.techtitute.com.

19. Additional information

Additional information on program access, Virtual Campus operation, registration and payment processes, technical requirements, etc. can be found in the "Frequently Asked Questions" section available on the Web Site and Virtual Campus.

For further information, you may contact Tech Customer Service using the contact information which can be found in the "Contact Us" section of Tech's Website.

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Annex I - Withdrawal Form.

(You should only complete and send this form if you wish to withdraw from the contract).

To the attention of TECH EDUCATION, RIGHTS & TECHNOLOGIES, S.L. with CIF: B-76755842. Registered office at Calle Puerto de Los Cristianos, 24. Dársena Pesquera, 38120 Santa Cruz de Tenerife.

I hereby give notice that I withdraw from the contract for the provision of teaching services formalized on the date_____.

Student's Name: _____.

Student's Address: _____.

Date: _____.

Student Signature

(Only if this form is submitted on paper)



HOJA DE RECLAMACIONES / COMPLAINTS SHEET

Los datos del recuadro serán rellenados por el establecimiento / Details in the box to be filled in by the establishment

Nombre o razón social del establecimiento / Name or trade of the establishment		C.I.F. o D.N.I. / N.I.F.
Domicilio / Address	Municipio y Provincia / Town, City	Teléfono / Telephone
Descripción del tipo de establecimiento / Description of type of establishment		

A rellenar por el reclamante / To be filled in by the complainant

A las _____ horas del día _____ de _____ de 201__
 At _____ time on _____ fecha de la reclamación / date

Don / Doña _____
 Mr / Ms _____ Nombre y Apellidos del reclamante / Complainant's name and surname

Nacionalidad _____ D.N.I. o Pasaporte _____
 Nationality _____ Identity card / passport number

Dirección _____
 Address _____ Domicilio, municipio, provincia, código postal y teléfono / street, town, city, postal code and telephone

Motivo de la reclamación: / Reasons for complaint:

Firma del interesado / Complainant's signature

Alegaciones del establecimiento / Establishment's allegations:

Firma y sello del establecimiento / Manager's signature and stamp

EJEMPLAR PARA LA ADMINISTRACIÓN A ENTREGAR POR EL USUARIO / COPY FOR THE ADMINISTRATION TO BE SUBMITTED BY THE CONSUMER

Dirección a la que debe dirigirse la reclamación / Address to which the complaint should be sent

A LA OFICINA DE INFORMACIÓN AL CONSUMIDOR DE SU MUNICIPIO O ISLA, Y DE NO EXISTIR A: DIRECCIÓN GENERAL DE COMERCIO Y CONSUMO

35071 Las Palmas de Gran Canaria - C/ León y Castillo nº 200 - Edif. Usos Múltiples III, Pl. 1ª - Telf: 928 899 400
 38071 Santa Cruz de Tenerife - Avda. Francisco de La Roche nº 35 - Edif. Usos Múltiples I, Pl. 8ª - Telf: 922 475 000

N.º 38 - 71 3778



HOLA DE RECLAMACIONES / COMPLAINTS SHEET

Los datos del establecimiento suministrados por el establecimiento / Details in the box to be filled in by the establishment

- a) La presente hoja de reclamaciones es el medio que la Administración pone a disposición de los usuarios, a fin de que puedan formular sus quejas o reclamaciones en el mismo lugar en que se produzcan los hechos.
- b) Para formular la reclamación el usuario podrá solicitar al responsable del establecimiento, la entrega de una hoja de reclamaciones para cumplimentarla haciendo constar su nombre, domicilio y número de carnet de identidad o pasaporte, así como los demás datos a que se refiere el impreso, exponiendo claramente los hechos motivo de la queja, con expresión de la fecha en que ésta se formule.
- c) Una vez expuestos los motivos de queja del usuario, la hoja de reclamaciones podrá ser suscrita por el establecimiento, que podrá realizar cuantas consideraciones estime oportunas respecto a su contenido, en el lugar habilitado para ello.
- d) El usuario remitirá, antes de que transcurra un mes desde que ocurrió el hecho, el original de la hoja de reclamaciones (folio de color blanco) a las autoridades competentes en materia de consumo de la provincia donde se encuentre ubicado el establecimiento, conservando la copia verde en su poder y entregando la rosa al responsable del establecimiento.
- e) Al original de la reclamación el usuario unirá cuantas pruebas o documentos sirvan para la mejor valoración de los hechos, especialmente la factura, cuando se trate de reclamación sobre precios.

- a) This Complaints Sheet is provided by the Administration to enable consumers and users to make a written complaint on te spot.
- b) To draw up the complaint, the consumer should request a Complaints Sheet from the establishment and fill it in, stating his name, address and national identity card / passport number, and provide any other details asked for on the form. Reasons for complaint should be clearly stated, as well as the date the complaint was made.
- c) Once the consumer has expressed the reasons for his complaint, the establishment's representative may add any comments he / she considers relevant to the complaint, in the espace provided.
- d) Within a month from the date of the incident, the consumer should submit the original copy of the Complaints Sheet (white) to the local Consumer's Office. The consumer should retain the green copy, an the pink copy should be handed back to the person in charge of the establishment.
- e) In addition to the original copy of the Complaints Sheet, te consumer may enclose any other documents or evidence which coul assist in the assessment of the case, especially the receipt or invoice, when the complaint concerns prices.

LA OFICINA DE INFORMACIÓN AL CONSUMIDOR DE SU MUNICIPIO O ISLA, Y DE NO EXISTIR A: DIRECCIÓN GENERAL DE COMERCIO Y CONSUMO

20111 Puntos de Atención al Consumidor - Calle de San Juan, 22 - 35010 Las Palmas de Gran Canaria - Tel: 928 200 000 - Fax: 928 200 000

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