



## **GENERAL CONDITIONS OF THE CONTRACT**

The following is the contractual document that will govern the contracting of products and services through the website <https://smartagrifoodsummit.com>, owned by the Trade Fairs and Congress Center of Málaga (*hereinafter referred to as the provider*). Acceptance of this document implies that the user:

- a. Has read and understood what is set out here.
- b. Has the legal capacity necessary to enter into contracts.
- c. Assumes all the duties detailed herein.

The present conditions will have an indefinite period of validity and will be applicable to all contracts made through the registration forms available on the provider's website <https://smartagrifoodsummit.com>.

The provider reserves the right to unilaterally modify these Conditions, without affecting the goods or promotions that were acquired prior to the modification.

## **IDENTITY OF THE PARTIES**

The party of the first part, the provider of the goods or services contracted by the user is Empresa Municipal de Iniciativas y Actividades Empresariales [Municipal Company for Business Initiatives and Activities] of Málaga, Trade Fairs and Congress Center of Málaga, with registered office at Plaza Jesús El Rico, 1, 29012 Málaga, with Fiscal Identification Code [C.I.F. in its Spanish initialism]: A-29.233.681, registered in the Mercantile Register in Málaga, volume 898, book 708, sheet 162, page 9040-A, 1st registration and customer service telephone 952045500 and the party of the other part,

The user, who accesses the provider's registration forms on the website by means of the link provided.

## **PURPOSE OF THE CONTRACT**

The purpose of this contract is to regulate the contractual purchase/sale relationship between the provider and the user at the time the user accepts the performance of an online payment during the contracting process.

The contractual purchase/sale relationship entails the delivery, in exchange for a specific and publicly stated price by means of the website, of a specific product or service.

## **CONTRACT PROCEDURE**



The contracting procedure may only be carried out in Spanish (Castilian). If it can be performed in any other language, it must be stated previous to the contracting procedure.

In order to access the services offered by the provider, the user must register using the web registration form and freely and voluntarily provide the personal data that will be required in accordance with our [privacy policy](#).

In accordance with the provisions set forth in article 27 of Law 34/2002 on Information Society Services and Electronic Commerce, we inform you that the contracting procedure will follow the following stages:

1. Fill in the registration form.
2. Select a payment method.
3. Send your details and accept the general terms of the contract.
4. Make payment via PayPal, credit card or bank transfer.
5. Sending, within the following 24 hours, of an initial email indicating that the user has registered and that their details have been registered.
6. Sending of a second email with confirmation of payment and activation of the service, providing the user with information regarding access and all its features.
7. Sending of the invoice with the price and description of the contracted service, if requested.

All online payment transactions are carried out by means of secure servers using HTTPS protocol, using trusted third parties such as PayPal or the virtual POS of Banco Santander.

### **PROVISION OF THE SERVICE**

The contract does not involve the physical delivery of any type of product to the home address of the user. The service will be provided in the Trade Fairs and Congress Center of Málaga or directly via the website. The provider shall inform the user of the procedure to be followed in order to make us of the aforementioned service.

The provider shall provide the user with a username and password, for which they bear full responsibility with regard to their use and custody, being responsible for the veracity and accuracy of the personal data provided to the provider. The user undertakes to make diligent use of the username and password provided, and not to make them available to third parties, as well as to inform the provider of the loss or theft of them or possible access by any unauthorised third party, in which case the credentials can be immediately blocked by the provider.



If payment is made using a credit card, the buyer declares that they are the holder of the bank card used for the transaction.

The provider undertakes to ensure that the web applications are free of viruses or any other malicious content that may affect the proper functioning of the equipment on which it is installed. Likewise, the provider is not responsible for uses other than those to which such applications may be applied or for the lack of minimum system requirements that are established.

### **PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each product or service include Value Added Tax (VAT) and any other taxes that may be applicable and in any case are expressed in Euros (€). The aforementioned prices, unless expressly stated otherwise, do not include transport costs, insurance or any other additional services and annexes to the product or service purchased.

The prices applicable to each product or service shall be those published on the provider's website and applied automatically during the contracting process in its final step. The customer acknowledges that, in any case, the economic valuation of some of the products may vary in real time and that the value in force when the product or service is contracted shall be applicable. In any case, these modifications shall always be communicated to the users in advance.

If the user has so requested it, the payment made to the provider will entail the issuing of an invoice in the name of the registered user or the natural or legal person that the user expressly indicates. This invoice shall be sent to the email address provided by the user, or by ordinary mail to the fiscal address provided.

For any information regarding the service or product contracted, the user may contact the provider's customer care service by availing themselves of the use of the phone number 952045500 or using the following email address: [info@fycma.com](mailto:info@fycma.com). In any case, the name of the provider's event must be indicated in the subject line of the message or to the telephone operator answering the call.

### **RIGHT TO CANCELLATION**

If a user who has registered for an event organised by the Provider decides to cancel their participation, 100% of the registration fee will be refunded, provided that the decision is expressly communicated (by email or fax) at least 30 days prior to the event. In the event that the cancellation occurs within 30 days prior to the opening of the event, the user may be required to pay in full for the participation.

With regard to refusals, they shall be sent in writing and the reason for the refusal shall be stated, providing the user with the possibility of presenting arguments that may benefit them.



Normally, refusals are made to users who do not correspond with the participant's profile as declared by the Contest Management.

The Organisation reserves the right of admission and to limit, extend or delay the event, if special circumstances or circumstances of force majeure require it, without any compensation being made to users.

#### **APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by and construed in accordance with Spanish law with regard to all aspects that are not expressly established. The provider and the user agree to submit any dispute that may arise from the provision of the products or services covered by these Conditions, to the Courts and Tribunals of the city of Málaga.

In the event that the user is domiciled outside Spain, the provider and the user expressly renounce any other jurisdiction, submitting to the Courts and Tribunals of the city of Málaga (Spain).