SPECIAL TERMS AND CONDITIONS OF USE AND CONTRACTING

Please read this document carefully. It constitutes the Terms and Conditions applicable to the contractual relationship established between The Startup Academy, S.L. as owner of the Web Platform located at the URL www.aula.thestartupacademy.es, of the web pages encompassed within it, of the domain name(s) through which you have accessed the Web Platform, of The Startup Academy, S.L. brand and of the contents of the products and services offered on the Web Platform (hereinafter, the "Web Platform") (hereinafter, "The Startup Academy"). The Startup Academy brand and the contents of the products and services offered on the Web Platform (hereinafter, the "Web Platform") and the user who registers as a Student User and, where appropriate, hires any of the services advertised therein. Hereinafter, we will refer to such user as "Student".

The express and unreserved acceptance by the Student of these Terms and Conditions has the same validity and produces the same effects as any written and signed contract. The Student declares to have previously read the present Terms and Conditions, the content of which he/she understands and declares to be a person with sufficient capacity to contract.

1.- IDENTIFICATION

- Owner: The Startup Academy, S.L. (hereinafter, "The Startup Academy").

- TAX ID: B67969923

- Address: C / Franciso de Rojas 5

- @: academy@tscfo.com

2.- PURPOSE

This Legal Notice contains the conditions of use governing access, navigation, registration and general use of the Web Platform by a User who acquires the status of Student through the registration process for the creation of an account as a student on the Web Platform. Consequently, every Student must carefully read and be familiar with the content of the Terms and Conditions below. The acquisition of the status of Student, by creating an account on the Web Platform or hiring any of the courses offered on the Web Platform, implies the express and unreserved acceptance of these Terms and Conditions.

The Startup Academy provides the Student with a Web Platform through which student users can compare, select and contract the courses offered on the Web Platform, in a secure environment.

3.- ACCESS AND USE OF THE WEB PLATFORM

The application and/or contracting of the services offered on the Web Platform, are subject to the acquisition of the status of Student by creating a user account, after completing the appropriate registration form, acceptance of the particular conditions that apply to them and, in case of hiring, the registration of a valid means of payment (credit or debit card or sending bank details for direct debit payment).

The Startup Academy offers a limited right of access to the content of this Web Platform, provided that you comply with the conditions set forth in these Terms and Conditions.

The creation and access to the private user area "student" is done by registering an email address (user) and a password, linked to it, chosen by the user, which have the nature of personal and non-transferable data. The

Student will be responsible for providing truthful and lawful information, guaranteeing the authenticity of all data entered when completing the pre-established forms to access the courses or services advertised on the Web Platform. Otherwise, the proper provision of the service by The Startup Academy cannot be guaranteed. The Student agrees to make diligent use and ensure the confidentiality of their authentication data and access to their private area. Consequently, he/she is responsible for the proper custody and confidentiality of the same and agrees not to transfer its use to third parties, either temporarily or permanently, or to allow its use by outsiders. The Student shall be solely responsible for the use and/or contracting of the products or services offered on the Web Platform, by any third party that uses for this purpose an identifier and password owned by the Student, due to a non-diligent action, voluntary provision or loss of the same by the Student without notifying The Startup Academy.

By virtue of the above, it is the obligation of the Student to immediately notify The Startup Academy of any fact that allows the improper use of the identifiers and/or passwords, such as theft, loss, or unauthorized access to them, in order to proceed to their immediate cancellation. Until such events are communicated, The Startup Academy shall be exempt from any liability that may arise from the misuse of identifiers or passwords by unauthorized third parties and any request, use, provision and/or contracting of products or services shall be understood to be made by the Student himself, who is therefore solely responsible for such acts. Access, navigation and use of the Web Platform and, where appropriate, the use or procurement of courses or services that are offered through it is done under the sole and exclusive responsibility of the Student, so it undertakes to diligently and faithfully observe any additional instructions given by The Startup Academy regarding the use of the Web Platform and its contents. Likewise, the Student agrees to use the contents, products and services in accordance with the general Terms and Conditions of Use set forth in the Legal Notice.

4. RESPONSIBILITIES OF THE STUDENT USER ON THE WEB PLATFORM

• You are responsible for maintaining the secrecy of your user profile identifier and password and agree to inform The Startup Academy of any misuse of your account.

• You are responsible for the accuracy of your personal data, including your address, phone number and email address.

• You represent that you are the owner or have the owner's express authorization for the registration of the payment method associated with your Student User account.

You are solely responsible for any information or opinions you post on the Web Platform or send (by mail) to The Startup Academy. The Startup Academy reserves the right to remove any comments posted that are deemed inappropriate or offensive.

5. GENERAL CONDITIONS OF CONTRACTING AND PAYMENT OF THE COURSES OFFERED ON THE WEBSITE

By accepting these Terms and Conditions of Use, the Student User acknowledges that the services that can be hired through the Web Platform are offered by The Startup Academy who offers a Web Platform through which it is announced and, where appropriate, the student user hires, a course or service, in an environment of trust and security.

5.1.- Duration.

5.1.1 The contracting of the service will begin to apply from the payment of the course through the Web Platform or the sending of bank details to make the direct debit of the payment of the course. The end of the service shall correspond to the end date of the course offered on the Web Platform.

5.1.2. Notwithstanding the foregoing, the provision of the service, course, shall be terminated in advance if any of the causes for termination stipulated in section seven that prevent the continuation of the course are met.

5.2- Price and form of payment.

5.2.1 The Student undertakes to pay the total price of the program, which will be stipulated in the price offered for the course on the Web Site, by payment by credit card or by direct debit (bank transfer in the case of residents abroad), deducting the corresponding discounts, if applicable.

5.2.2 The collection of the aforementioned amount shall be made by deferred payment, in three consecutive installments in the case of payment by IBAN, which shall consist of a first payment in the IBAN provided by the student on the date of the beginning of the course, of 33% of the total cost, and the remaining amount in two installments of another 33% in the second and third month since the beginning of the course.

5.2.3 The Student shall not be entitled to a refund of the price paid for the course in the event of incurring in any of the causes described in paragraph seven or cease to have interest in the execution of the course during the course of the same, all with the exception of having invoked his right of withdrawal within 14 days from the contracting of the course.

5.2.4 In the event that the Student is in arrears with the payment of any of the agreed deadlines, The Startup Academy will grant the Student a period of 15 days to regularize the situation of non-payment. After the expiration of this period, The Startup Academy will expel the Student from the course, which will result in the loss of the right to access the course material, scheduled classes and the resulting certificate.

5.2.5 The Startup Academy reserves the right to apply discounts to the prices of the courses offered on the Web Platform in accordance with those agreements established with third parties linked to the Student.

5.2.6 If the student chooses to pay in 3 installments and enrolls in The Startup Academy in the second month of payment, the first and second installments will be charged together in the second month of payment. If the student enrolls in the third payment month, the first, second and third installments will be paid together in the third payment month.

5.2.7 If an invoice already issued is returned without notice, the return fee will be paid by the student.

6.- OBLIGATIONS AND RIGHTS OF THE PARTIES

6.1 The Startup Academy shall have the following rights and obligations with respect to the Student:

a) Receive the total agreed price for the course.

b) Alter the content of the program or change the teachers and/or guests as long as the main objectives of the course are maintained. In this case, the Student waives any claim or refund of any amount.

c) To inform the Student, with sufficient time, of the order and content of the study program.

d) Provide the Student with the documentation and materials necessary for the development of the course as follows:

- Written materials (slides, case studies, solutions and others) will be available on the Web Platform of the course and will be downloadable up to 6 months after the completion of the course.

- Audiovisual materials (recorded lectures, explanatory videos and others) will be available on the web platform until the end of the course but will not be downloadable.
- The live classes will be recorded and will be available on the Web Platform from the day after their recording and up to six months after the end of the course but will not be downloadable.

e) To make available to the Student and the teaching staff the means that The Startup Academy considers most appropriate for the development of the program.

f) Encourage the relationship between students enrolled in the program through virtual events.

g) Access to the alumni community of The Startup Academy during and after the completion of the course.

h) Delivery to the Student of the certificate accrediting the completion of the enrolled course.

6.2 The Alumni shall have the following rights and obligations:

a) The Student who exceeds the requirements of the course and has paid the full price set for the course, shall be entitled to receive the corresponding certificate from The Startup Academy, provided that the delivery of 75% of the cases is fulfilled.

b) The Student has 14 days to exercise his/her right to withdraw from the course registration from the payment of the first installment of the course or the sending of the bank details for the realization of the direct debit, being obliged The Startup Academy to refund the amount paid so far.

c) To develop the program respecting the deadlines and the organization established therein.

d) Present at least 75% of the practical cases according to the course syllabus in order to obtain the certificate.

7.- CAUSES FOR TERMINATION OF THE AGREEMENT BETWEEN THE STUDENT AND THE STARTUP ACADEMY

7.1 Regardless of the agreed duration of the agreement, the Parties agree that it may also be terminated for the following reasons:

 a) For failure to pay on time and in the established manner.

b) For serious or repeated lack of discipline of the Student, violation of the rules of organization and confidentiality of The Startup Academy that may cause damage to the good image of the entity.

c) For unauthorized dissemination of the contents of study and classes taught during the course, in which case, The Startup Academy reserves the right to take appropriate legal action to claim for damages caused as a result and in accordance with the current data protection law.

d) For false information and/or documentation provided to The Startup Academy in the pre-registration for the course.

e) Failure to comply with any of the obligations indicated in these terms and conditions.

7.2 In any case, and as a prerequisite to the termination of the agreement by either of the Parties, the defaulting Party must be notified of the breach and given a period of five days from the notification to remedy the breach.

Once this period has elapsed, this agreement may be terminated.

8.- CONFIDENTIALITY AND DATA PROTECTION

8.1 The Student may not use the course content provided by The Startup Academy for purposes other than his/her own training, nor make audio or sound recordings of the sessions given in the course. The disclosure of the course content to third parties or entities without the express authorization of The Startup Academy is strictly prohibited, and the Student will be liable for any damages that may arise from the violation of the duty of confidentiality.

8.2. The Startup Academy will use the personal data provided by the Student for the purpose of providing the services derived from this contractual relationship, including the performance of virtual networking activities with the rest of the students. As it is an essential requirement of the provision of the service to access personal data of the Student by The Startup Academy, the parties are obliged to comply with the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and other applicable regulations.

8.3 The Student authorizes The Startup Academy to send information about future training courses or others that may be of interest to them according to their professional profile, and the Student may at any time exercise their rights of access, rectification, deletion, opposition, limitation and portability of data by sending an e-mail to academy@tscfo.com.

8.4 The Student accepts having received the necessary information about the program of the present course in accordance with the stipulations of DECREE 84/2004, of May 13, which regulates the right to information and the protection of the economic rights of the students who attend non-regulated courses.

9.- APPLICABLE LAW AND JURISDICTION

The present agreement between the parties of registration or enrollment shall be governed by its own clauses, and in what is not foreseen therein, by the provisions of the Code of Commerce, as well as the provisions of the Spanish Civil Code.