GENERAL CONDITIONS OF ACCESS TO AND USE OF ELIA - PRIVATE INDIVIDUALS

(In force since 01/11/2025)

1. TERRITORY, PURPOSE AND SCOPE OF THE GENERAL CONDITIONS

These provisions (hereinafter, the "**GENERAL CONDITIONS**") regulate the general terms and conditions that govern the access to and use of the technological tool "*ELIA*" (hereinafter, the "**ELIA TRANSLATOR**"), that ELHUYAR FUNDAZIOA (a legally constituted entity under Spanish law, with registered office in Usurbil (Gipuzkoa), Polígono Industrial Osinalde, Zelai Haundi, 3, registered in the Register of Foundations of the Basque Country under No. F134, with N.I.F. G-20780896) makes available to Internet users (hereinafter, the "**USERS**") through the domain name www.elia.eus and the application for mobile devices "*ELIA*".

Without prejudice to the foregoing, access to and use of certain functionalities and/or services included in the ELIA TRANSLATOR may be subject to specific conditions (hereinafter, the "**SPECIFIC CONDITIONS**") which, where applicable, will replace, supplement and/or modify the GENERAL CONDITIONS and which, in the event of contradiction, shall prevail over the latter. Consequently, before using such functionalities or services, the USER shall accept the SPECIFIC CONDITIONS that regulate them, through the corresponding acceptance system.

By accessing and using the ELIA TRANSLATOR or, where applicable, by registering, the USER expressly and unreservedly accepts the GENERAL CONDITIONS, and this acceptance will have the same validity and effectiveness as any written and signed contract. If the USER does not fully accept the GENERAL CONDITIONS, they shall not be authorised to use the ELIA TRANSLATOR.

ELHUYAR reserves the right, at any time and without prior notice, to modify or update the GENERAL CONDITIONS, as well as, where appropriate, the corresponding SPECIFIC CONDITIONS, in order to adapt them to new legislative, administrative or jurisprudential developments, taking into account at all times the USERS' rights and interests and without such modifications affecting in any way their use of the ELIA TRANSLATOR up to that time.

2. DEFINITIONS

For the purposes of the GENERAL CONDITIONS, the following terms are defined as follows:

- **GENERAL CONDITIONS**: These provisions and their annexes.
- **SPECIFIC CONDITIONS**: Any specific conditions related to the access to and use of certain functionalities and/or services included in the ELIA TRANSLATOR that, where appropriate, are established in addition to the GENERAL CONDITIONS.
- **CONTRACT**: Jointly, the GENERAL CONDITIONS and the SPECIFIC CONDITIONS, if any.

- **ELHUYAR**: ELHUYAR FUNDAZIOA.

- **USER**: A natural person who accesses and uses the ELIA TRANSLATOR in their private sphere and external to, and independently of, a professional activity.

- **PARTY(IES)**: Jointly, ELHUYAR and the USER, or each individually, where applicable.

- **ELIA TRANSLATOR**: The online translation technology tool that ELHUYAR makes available to USERS.

- **WEBSITE ACCESS POINT**: The web access portal to the ELIA TRANSLATOR available at the URL address www.elia.eus, or any other URL address that may replace it in the future.

- **ELIA APP**: The application for mobile devices that allows access to and use of the ELIA TRANSLATOR from the device and which is available to download from Google and Apple app markets.

- **SOFTWARE**: The set of software and other technological assets and services hosted on a cloud computing system and that make up the ELIA TRANSLATOR, including the WEBSITE ACCESS POINT and the ELIA APP.

- "**THIRD-PARTY APPLICATIONS**": The software elements and other technological assets or services developed and provided by a third party external to ELHUYAR that are integrated with the ELIA TRANSLATOR and made available to the CUSTOMER together with the ELIA TRANSLATOR, enabling texts to be translated to ADDITIONAL LANGUAGES (as defined below). Specifically, THIRD-PARTY APPLICATIONS are the translation technological assets or services provided by GOOGLE INC. (subject to the terms and conditions available here.

- **BASIC VERSION**: The version of the ELIA TRANSLATOR for personal use, whose content, scope and TECHNICAL SPECIFICATIONS (as defined below), are indicated at the WEBSITE ACCESS POINT.

- **ADVANCED VERSION**: The version of the ELIA TRANSLATOR for personal use, whose content, scope and TECHNICAL SPECIFICATIONS (as defined below), are indicated at the WEBSITE ACCESS POINT.

- **NON-PROFESSIONAL VERSION(S)**: Jointly, the BASIC VERSION and the ADVANCED VERSION, or each individually, where applicable.

- "**AVAILABLE LANGUAGES**": The languages that the ELIA TRANSLATOR translates to/from, and which are indicated at all times at the WEBSITE ACCESS POINT and in the ELIA APP. For the purposes of the CONTRACT, there are two types of AVAILABLE LANGUAGES, which are differentiated by their graphical representation at the WEBSITE ACCESS POINT and in the ELIA APP:

  I. "**KEY AVAILABLE LANGUAGES**": The AVAILABLE LANGUAGES that the ELIA TRANSLATOR translates to using its own resources and technologies.

II. "**ADDITIONAL AVAILABLE LANGUAGES**": The AVAILABLE LANGUAGES that the ELIA TRANSLATOR translates to using THIRD-PARTY APPLICATIONS.

- **WORD LIMIT**: This refers to the maximum number of words, for each NON-PROFESSIONAL VERSION, that can be translated per USER request.

- **TECHNICAL SPECIFICATIONS**: The specifications and functionalities, including the AVAILABLE LANGUAGES, WORD LIMITS and any other functionalities, that are defined for each NON-PROFESSIONAL VERSION and remain accessible from the WEBSITE ACCESS POINT.

- **CREDENTIALS**: The credentials, user IDs and/or passwords that are assigned to the USER for access to and use of the ELIA TRANSLATOR.

- **LICENCE FOR USE:** The right to access and use the ELIA TRANSLATOR, that ELHUYAR grants the USER on signing the CONTRACT.

- **USER CONTENT:** Texts, documents or content that the USER sends or uploads to the ELIA TRANSLATOR for its subsequent translation.

- **PROCESSED CONTENT**: Texts, documents or content that the ELIA TRANSLATOR generates automatically from the USER CONTENT in response to the USER's translation request.

- **FORCE MAJEURE**: Any circumstance or event of an extraordinary, unforeseeable or unavoidable nature, beyond the control of ELHUYAR, such as strikes of any kind, fires, floods, lack of power supply, lack or shortage of raw materials, breakdowns or accidents in ELHUYAR's facilities or those of its third party service providers, situations arising from the current COVID-19 health alert, other similar situations that may occur in the future and any others that arise after formalising the CONTRACT and that make it temporarily or definitively impossible, or excessively burdensome, for ELHUYAR to fulfil its obligations.

- **CONFIDENTIAL INFORMATION**: Any information or knowledge, including technological, scientific, industrial, commercial, organisational, financial or other know-how, owned by one of the PARTIES and to which the other PARTY has access during the use of the ELIA TRANSLATOR by the USER, including, but not limited to, information related to business plans, financial forecasts, sales reports, non-personal data in general, the SOFTWARE, and the ELIA TRANSLATOR itself in its entirety, patents, trademarks, utility models and any other intellectual or industrial property rights and/or applications thereof (whether registered or not), inventions, processes, designs (graphic or otherwise), manuals, computer passwords, source codes, their use and/or exploitation, in respect of which there is written evidence of their confidential or exclusive nature, or which could be considered as such by an average person, taking into account the concurrent circumstances.

- **OWNER**: The PARTY who owns the CONFIDENTIAL INFORMATION.

- **RECIPIENT**: The PARTY who receives the CONFIDENTIAL INFORMATION.

3. GENERAL DESCRIPTION AND CHARACTERISTICS OF THE ELIA TRANSLATOR

3.1. Nature, content and functionalities of the ELIA TRANSLATOR

The ELIA TRANSLATOR is a modular technological solution designed and developed by ELHUYAR. It consists of a multilingual machine translator that uses artificial intelligence technologies and which is accessible via the WEBSITE POINT OF ACCESS and/or the ELIA APP.

In this context, the ELIA TRANSLATOR includes the storage space, computing capacity and SOFTWARE which is made available to the USER in the form of Software as a Service (SaaS).

Each NON-PROFESSIONAL VERSION is subject to its own TECHNICAL SPECIFICATIONS.

It is hereby stated, for all intents and purposes, that:

- Translations generated using the ELIA TRANSLATOR are fully automated, without human intervention. Therefore, under no circumstances shall they be understood to have been reviewed and validated by ELHUYAR, its employees or collaborators.

- Translations to ADDITIONAL AVAILABLE LANGUAGES are generated using THIRD-PARTY APPLICATIONS and are subject to their terms and conditions, and therefore do not involve any intervention or responsibility on the part of ELHUYAR or its employees and/or collaborators.

3.2. LICENCE FOR USE

The formalisation of the CONTRACT between the PARTIES through the acceptance of the GENERAL CONDITIONS and, where applicable, the SPECIFIC CONDITIONS, grants the USER a USER LICENCE, giving them the right to access and use the ELIA TRANSLATOR, limited to the TECHNICAL SPECIFICATIONS established for the NON-PROFESSIONAL VERSION contracted by the USER, and with the content and scope indicated in the GENERAL CONDITIONS.

This LICENCE FOR USE is non-exclusive and non-transferable and has an indefinite duration and a worldwide scope of application.

3.3. Updates

During the term of the LICENCE FOR USE, ELHUYAR will provide the USER with updates and upgrades of the SOFTWARE and the ELIA TRANSLATOR which, for each NON-PROFESSIONAL VERSION, are made generally available to its customers, at no cost to the USER.

4. ACCESS TO AND USE OF THE ELIA TRANSLATOR

4.1. Technical requirements

The USER shall be responsible for having their own IT equipment, mobile devices and internet connections that allow them to access and use the ELIA TRANSLATOR, without ELHUYAR being obliged, under any circumstances, to provide the USER with such elements or any software elements external to the ELIA TRANSLATOR.

In any case, the USER must keep their web browser and/or mobile devices updated in order to ensure the proper functioning of the ELIA TRANSLATOR.

4.2. USER registration and access requirements

4.2.1. Access requirements

Access to and use of the NON-PROFESSIONAL VERSIONS of the ELIA TRANSLATOR is limited to natural persons over 18 years of age. Any minor who wishes to use the ELIA TRANSLATOR must have the consent of their parents/guardians.

By accessing the ELIA TRANSLATOR and/or registering, the USER guarantees ELHUYAR that (i) they are of legal age, an emancipated minor or a minor acting with parental/guardian consent; and (ii) that all personal information that they may provide to ELHUYAR is true.

4.2.2. USER REGISTRATION AND ACCESS CREDENTIALS

Access to and use of the BASIC VERSION does not require the USER to register. However, access to and use of the ADVANCED VERSION does require the USER to register via the system established by ELHUYAR for this purpose.

In the latter case, the USER must make diligent use of the ACCESS CREDENTIALS assigned to them, and shall be responsible for their proper custody and confidentiality,

undertaking not to transfer their use to third parties, either temporarily or permanently, or allow access to them to third parties.

In the event of theft, loss or unauthorised access to these ACCESS CREDENTIALS, the USER shall notify ELHUYAR immediately so that it can proceed with their cancellation. Under no circumstances shall ELHUYAR be responsible for any actions carried out by unauthorised third parties who use the USER's ACCESS CREDENTIALS if ELHUYAR has not been notified of the aforementioned theft, loss or unauthorised access.

4.3. Use of the ELIA TRANSLATOR

4.3.1. Available functionalities and uses

The use and functionalities of the ELIA TRANSLATOR will be limited, in each NON-PROFESSIONAL VERSION, to the TECHNICAL SPECIFICATIONS established for that version, including the AVAILABLE LANGUAGES, WORD LIMITS, document translation functionality, statistics functionalities and any other current or future functionalities.

4.3.2. Management of USER CONTENT and PROCESSED CONTENT

In general, ELHUYAR will only store CUSTOMER CONTENT and PROCESSED CONTENT on its infrastructure if technically necessary for ensuring the proper use and functioning of the ELIA TRANSLATOR, and for a maximum period of 6 months, after

which time the content will be eliminated, without ELEKA being held liable for such action.

Notwithstanding the above, and by way of exception, if the USER voluntarily uses the *Evaluate translations* functionality, ELHUYAR will be authorised to store the USER CONTENT and PROCESSED CONTENT during the additional period necessary, if applicable, for ensuring the proper functioning of this functionality, and be subject to the consequent obligation of confidentiality.

In any case, ELHUYAR shall be entitled to create and retain records of access to and use of the ELIA TRANSLATOR for the management and security of its infrastructure and for statistical purposes, without the USER having any right to oppose such action.

4.3.3. Permitted uses and restrictions

By means of the USER LICENCE, the USER acquires the right of access and personal, non-exclusive and non-transferable use of the ELIA TRANSLATOR, entitling them to use it in their professional activity, subject to the provisions of the GENERAL CONDITIONS.

In any event, the USER shall not carry out any of the following actions:

- Access and/or use the ELIA TRANSLATOR through automated procedures that cause an increase in the number of requests which, exceeding normal human behaviour, may affect the proper functioning of the ELIA TRANSLATOR;

- Modify or create products derived from the ELIA TRANSLATOR, the SOFTWARE or any documentation relating to the same that is made available to them;

- Attempt to decompile, disassemble, reverse engineer or attempt to decipher the source code of the SOFTWARE;

- Sell, lease or rent, in whole or in part, the use of the ELIA TRANSLATOR or the SOFTWARE;
- Remove or alter any trade mark, logo, or any other proprietary notice, legend, symbol or label contained in, or integrated into, the ELIA TRANSLATOR and/or interface:

- Use the ELIA TRANSLATOR and/or the SOFTWARE for any illegal activity, including the development of any application that infringes the rights of third parties; and

- Send to ELHUYAR via the ELIA TRANSLATOR any information or data whose processing is contrary to law.

5. DURATION

The LICENCE FOR USE and the rights of access and use of the ELIA TRANSLATOR included therein are established for an indefinite period.

Without prejudice to the USER's right of withdrawal, which they are entitled to by law and which can be exercised at no cost to the USER within 14 days of signing the CONTRACT, the

USER may request, at any time and without having to give prior notice, the total cessation of use of the ELIA TRANSLATOR.

Similarly, the LICENCE FOR USE and, consequently, the CONTRACT, shall also terminate automatically and without prior notice if the USER breaches the GENERAL CONDITIONS or if, for any reason, ELHUYAR's rights over the ELIA TRANSLATOR and/or the SOFTWARE are extinguished.

6. ECONOMIC CONDITIONS

Unless otherwise provided for in the SPECIFIC CONDITIONS, access to and use of the ELIA TRANSLATOR, in its NON-PROFESSIONAL VERSIONS, is free except for the cost of connection to the telecommunications network that the USER has contracted with their provider, which shall be borne by the USER.

7. AVAILABILITY, SECURITY AND GUARANTEE

7.1. Availability of the ELIA TRANSLATOR

The ELIA TRANSLATOR shall be available for access and use 24 hours a day, 365 days of the year, via the WEBSITE ACCESS POINT and the ELIA APP.

The availability of the ELIA TRANSLATOR is not guaranteed in the event of FORCE MAJEURE or situations beyond the control of ELHUYAR. Situations "beyond the control" of ELHUYAR shall be understood to mean any incident related to (i) the USER's IT equipment or mobile devices; (ii) the communication networks and interconnection elements used by the USER, whether owned by the USER or third parties external to ELHUYAR; and (iii) THIRD-PARTY APPLICATIONS and any other technological services provided by third parties (e.g., servers or cloud computing storage services contracted with ELHUYAR's provider).

Similarly, access to the ELIA TRANSLATOR may be interrupted temporarily for security or maintenance reasons or for restructuring resources, without this entailing any breach of ELHUYAR's obligations. In any case, every effort will be made to ensure that such interruptions have a minimal impact on the USER. In the case of scheduled downtime, the USER shall be notified in advance whenever possible. In the case of scheduled downtime, the USER shall be notified in advance whenever possible.

Finally, ELHUYAR reserves the right to suspend and/or block access to and use of the ELIA TRANSLATOR, without prior notice, to any USER who breaches the GENERAL CONDITIONS or, where applicable, the SPECIFIC CONDITIONS.

7.2. Security

ELHUYAR maintains implemented and updated the corresponding technical measures which, in view of the state of the art, are deemed appropriate for strengthening the security of the ELIA TRANSLATOR, as well as the integrity, availability and confidentiality of the information processed by it.

However, the USER should be aware that the security measures of IT systems on the Internet are not entirely reliable and that, therefore, ELHUYAR cannot guarantee (i) the continued availability of the content and services included in the ELIA TRANSLATOR; (ii) the absence of errors in said content or the correction of any defect that may occur; (iii) the non-existence of viruses or other harmful elements that may cause alterations in the USER's IT systems (software and hardware) or in their electronic documents and files contained therein; nor (iv) the infallibility of the security measures adopted.

In any case, the GENERAL CONDITIONS do not in themselves provide any guarantee regarding the security of the USER's IT equipment and/or mobile devices, or of the USER's own infrastructure and network, the protection of which shall be the responsibility of the USER.

The USER shall under no circumstances delete, alter, evade or manipulate any protection device or security system that may be installed in the ELIA TRANSLATOR.

7.3. Guarantee

ELHUYAR guarantees the USER the proper functioning of the ELIA TRANSLATOR in the following terms:

- The proper functioning of the SOFTWARE is guaranteed, as well as the correction of any defects associated with the SOFTWARE's programming.

  Correction of defects in the SOFTWARE's programming shall be limited to the modifications necessary for correcting detected defects.

- This guarantee excludes (i) THIRD-PARTY APPLICATIONS and any other technological services provided by third parties (e.g., servers or cloud computing storage services contracted with ELHUYAR's provider), which shall be subject to the guarantee terms and conditions established by their respective owners; and (ii) any defect corrected by means of an update and/or upgrade of the NON-PROFESSIONAL VERSION already made available to the USER by ELHUYAR.

- Also excluded from the guarantee covered by this Clause are any errors or defects due to causes beyond the control of ELHUYAR. This exclusion includes, among others, errors or defects caused by the actions of the USER, INTERNAL USER or third parties external to ELHUYAR, those caused by media external to the ELIA TRANSLATOR, such as the USER's IT equipment or mobile devices.

- Any type of alteration or modification of the SOFTWARE carried out by personnel external to ELHUYAR without the latter's authorisation shall automatically entail the forfeiture of the guarantee.

- The USER accepts that the ELIA TRANSLATOR is provided for use "*as is*" and, as such, ELHUYAR does not guarantee its suitability for the specific purposes pursued by the USER. Accordingly, ELHUYAR shall not incur any liability if, despite the TECHNICAL SPECIFICATIONS defined for each NON-PROFESSIONAL VERSION, the ELIA TRANSLATOR is not suitable for the specific needs of the USER.

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8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS. TRADE SECRETS

The SOFTWARE and any other assets, documents or information that, in whatever format, are made available to the USER through the ELIA TRANSLATOR, as well as the corresponding exploitation rights over such elements and/or the trade secrets that they constitute, are owned by ELHUYAR and/or third parties and are protected by Spanish intellectual property, industrial property and/or trade secrecy laws, and by the provisions of applicable international treaties.

Acceptance of the GENERAL CONDITIONS does not transfer to the USER the intellectual and/or industrial property exploitation rights of the SOFTWARE and, in general, of the ELIA TRANSLATOR and/or the trade secrets included therein, which, without prejudice to the right of use acquired by the USER by virtue of the LICENCE FOR USE, shall remain the exclusive property of their respective owners.

Accordingly, and pursuant to Clause 4.3.3, the USER shall not decompile, disassemble, reverse engineer, sublicense or otherwise transmit, translate or make derivative works of the SOFTWARE and, in general, of the ELIA TRANSLATOR.

The inclusion in the ELIA TRANSLATOR and/or in the user interface of references to brand names, trade marks, logos or other distinctive signs, whether registered or not, owned by ELHUYAR, is subject to the prohibition of use of the same without the express authorisation of ELHUYAR.

9. DATA PROTECTION AND USE OF COOKIES

9.1. Protection of personal data

Any personal data provided by the USER when signing the CONTRACT, and any other data that they may, during the validity of the LICENCE FOR USE, provide within the framework of its execution (e.g. name and surname, ID number, postal address, email address, etc.), will be processed by ELHUYAR in order to facilitate the proper management and execution of the contractual relationship between both PARTIES and on the legal basis thereof.

Regarding the personal data included in the USER CONTENT or in the PROCESSED CONTENT, once the translation has been completed, ELHUYAR, as Data Controller, will only process such data if the USER voluntarily uses the ‘Evaluate translations’ functionality, to allow the use of the same, temporarily and during the time necessary for such purpose, and on the legal basis of the contractual relationship established with the USER.

The aforementioned personal data will only be communicated to public entities or bodies if considered necessary for compliance with ELHUYAR’s legal obligations.

In this context, it is hereby stated that the provision of said personal data by the USER, where required, as well as the aforementioned communication to the corresponding public entities or bodies, are necessary and constitute a contractual requirement, in such a way that, if said data is not provided and/or the aforementioned communication is not made, the granting and enjoyment of the USER LICENCE will not be possible.

The aforementioned personal data shall be kept for the time strictly necessary for the proper performance of the CONTRACT established between the PARTIES and, where necessary, for any additional storage periods that ELHUYAR must observe in order to comply with its legal obligations.

The USER shall have the right to (i) request access to their personal data, and to their rectification, deletion, portability and limitation of processing, and to object to their processing, where appropriate, by writing to ELHUYAR in accordance with the provisions established for notification purposes in Clause 11.1; and (ii) lodge a complaint with the Spanish Data Protection Authority or any other competent supervisory authority, especially if they have not obtained satisfaction in the exercise of their rights.

9.2. Use of cookies

The WEBSITE ACCESS POINT and the ELIA APP use cookie files and/or other analogue data storage and retrieval devices.

ELHUYAR has a "Cookies Policy", which is accessible via the following link.

As use of the ELIA TRANSLATOR by the USER implies the processing of personal data by ELHUYAR and/or third party subcontractors of the latter under the responsibility of the USER, both PARTIES recognise their obligation to comply with the legal provisions regarding privacy, in accordance with the applicable regulations in Spain.

10. RESPONSIBILITY

Whoever uses the ELIA TRANSLATOR does so on their own initiative and at their own risk. The USER undertakes (i) not to engage in any conduct that may damage the image, interests and/or rights of ELHUYAR or third parties or which could damage, disable or overburden the ELIA TRANSLATOR or in any way impede its normal use; and (ii) to use the ELIA TRANSLATOR in a manner that fully complies with the laws and commercial uses.

Consequently, the USER shall be liable to ELHUYAR and/or third parties for any damages due to the non-fulfilment of these obligations.

ELHUYAR does not and shall not assume any liability to the USER or to third parties arising from the USER's use or non-use of the ELIA TRANSLATOR, beyond what is expressly indicated in the guarantees regulated in Clause 7.3.

In particular, and without being exhaustive, ELHUYAR shall not be liable to the USER or to any third party for any damages arising from (i) human error in the USER's use of the ELIA TRANSLATOR; (ii) use of the ELIA TRANSLATOR outside the TECHNICAL SPECIFICATIONS defined by ELHUYAR; and (iii) events of FORCE MAJEURE or events beyond the control of ELHUYAR (as defined in Clause 7.1).

11. MISCELLANEOUS

11.1. Notifications

Notifications that the USER must make to ELHUYAR shall be sent to the following address:

ELHUYAR FUNDAZIOA
Zelai Haundi kalea 3, Osinalde industrialgunea
20170 Usurbil (Gipuzkoa)
Email: info@elia.eus
Telephone: 943363040

Communications that ELHUYAR must make to the USER shall be made via the WEBSITE ACCESS POINT and/or the ELIA APP, or, if applicable, to the postal or email address provided by the USER during the registration process.

Notifications to be made by the PARTIES in accordance with the provisions of the GENERAL CONDITIONS shall be made in writing, sent to the aforementioned addresses by any means that allows for proof of receipt, the date of issue and its content, including email, which is accepted by both PARTIES as a valid form of notification.

Only notifications made in accordance with this Clause will be valid and effective. Changes of address shall not be effective until 2 calendar days after their notification.

11.2. Independence of clauses

Should any of the Clauses of the GENERAL CONDITIONS be deemed null and void or voidable, this shall not invalidate the other GENERAL CONDITIONS, which shall remain in force and effect.

11.3. Headings

The headings of the GENERAL CONDITIONS are included for reference purposes only and in no way affect or limit the meaning or content of these GENERAL CONDITIONS.

11.4. Full contract

No modification or amendment to the GENERAL CONDITIONS shall be valid unless expressly accepted by both PARTIES by means of a physical or digital procedure that allows the content of the modification and its acceptance by the PARTIES to be verified.

11.5. Computation of days

Any reference to “days” in the GENERAL CONDITIONS shall refer to calendar days unless expressly stated otherwise.

11.6. Applicable law and jurisdiction

These GENERAL CONDITIONS are subject to Spanish law.

Any conflict or dispute arising between the USER and ELHUYAR in relation to these GENERAL CONDITIONS shall be brought before the competent Courts and Tribunals in accordance with the provisions of Spanish procedural law.
The USER shall, in any case, have the right to resort to the European Union Online Dispute Resolution Platform, which is accessible via the following link: http://ec.europa.eu/consumers/odr/.

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