



Special conditions for the design and development of websites **Last version dated October 1, 2020**

1.- Preamble

The amounts referred to do not include the settlement of tax obligations for VAT or deductions, nor extra expenses, and the development team may require payment of the latter when it considers it appropriate once they have been accredited. Any imports requested by other professionals are expressly excluded.

If, during the provision of the services that are the object of the contract, unforeseen changes or other alterations occur that significantly affect the work plan described in the appendix, their impact on the total price contracted will be assessed, so that the price indicated in this document will be modified. The overtime hours invested in this work will also be evaluated separately.

DIVERSITY, commits itself to inform the client about the situation of the project at all times, as well as about those personal and professional data requested by the client and related to the work, with the obligation to keep them in professional secrecy for the protection of their data.

2.- Intellectual property

DIVERSITY owns the intellectual property rights to any marketing study, marketing strategy, sketch, design, code or computer programming generated from the provision of the service.

The reception of the commissioned work or sketches does not imply any cession or partial or total transfer of said ownership, nor authorisation for its use, reproduction or total or partial modification of the sketch.

To this end, the client undertakes not to reproduce, transmit, modify or adapt the documentation sent without the express authorisation of DIVERSITY. Nor is it permitted to publish or make available to third parties outside the service.

Once the project is completed, the invoice is issued and after verification of full payment, the client may request that the team issue a document of partial - or total, as the case may be - assignment of the intellectual property rights. DIVERSITY reserves the exclusive use of related reproduction as a sample in the portfolio and the attribution of the intellectual and/or creative authorship of the project. Under no circumstances will any information or business be visible to third parties or exposed in public places.



3.- Extra expenses

Internal expenses generated by the development of the work entrusted, such as: telephone, videoconference, remote computer connection, etc. will be invoiced separately only when they exceed a significant figure or involve a real expense.

The work entrusted has designated a number of hours of dedication stipulated in the respective budget. Once these have been exceeded, the client will be informed in order to provide a solution that satisfies both parties.

4.- Invoicing

The amounts invoiced shall include the impact of applicable taxes, and in particular, where applicable, Value Added Tax.

5.- Payment

Invoices must be paid as stipulated in this order and always by direct debit or bank transfer.

6.- Interruption of services

DIVERSITY reserves the right to interrupt the work commissioned if the client does not pay the amounts invoiced within the established period.

This same interruption may be applied to any of the matters entrusted to DIVERSITY by the client until all outstanding debts are settled. More than one month after the suspension of work, DIVERSITY may definitively resolve the work begun and initiate a legal claim for payment of the amounts invoiced.

In no case will the interruption of the service by DIVERSITY mean the loss of rights for the client.



7.- Completion of services

After settling the corresponding balances, the client may terminate the professional relationship with DIVERSITY without the need to invoke any cause to justify its decision and will announce it in due time.

8.- Customer documentation

DIVERSITY will keep the documentation related to the client until the resolution or completion of the assignment or that for any circumstance the work ceases.

9.- Additional conditions

These general conditions shall not prevent specific conditions from being agreed upon between the client and DIVERSITY in the corresponding service proposal. In this case, the agreed conditions will prevail over the general conditions, but the latter will integrate the one agreed upon between the client and DIVERSITY.

10.- Responsibility

In no case shall DIVERSITY's responsibility for any concept in this contract exceed the amount received by the client.

The client will be obliged to provide the necessary information for DIVERSITY to provide its services, and will also be solely responsible for the veracity, originality and authenticity of the information provided.

The work carried out by DIVERSITY is based exclusively on the information provided by the client. Failure to provide the necessary information will result in the impossibility of carrying out the appropriate work for which the client is responsible.

11.- Notifications

The notifications made by the parties must be made by post with acknowledgement of receipt, or any other reliable means agreed by the parties, including e-mail, to the postal addresses indicated in the heading of this contract.

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12.- Legal regime

This contract is of a commercial nature, and there is no employment relationship whatsoever between the Customer and the DIVERSITY staff who specifically provide the services.

Any dispute arising out of or in connection with this Contract, including any question relating to its existence, validity or termination, shall be resolved by arbitration AT LAW, administered by the Asociación Europea de Arbitraje de Madrid (AEADE), in accordance with its Arbitration Rules in force on the date of the request. The Arbitral Tribunal appointed for this purpose shall be composed of a single expert arbitrator and the language of the arbitration shall be Spanish. The seat of the arbitration shall be Madrid.

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