



TERMS AND CONDITIONS

1.- Definition of the service.

It is the provision of legal advice and assistance by practicing lawyers, and carried out through telephone and / or telematics. The formalization of the contract and the provision of the service will be carried out in Spanish and English.

2.- Definition of CLIENT and USER.

The CLIENT is the person who contracts the service for him or herself to be added as that into the contract.

The USER is the person who can use the service as the CLIENT or as a person authorized by the CLIENT, because of his/her status as legal representative, spouse or partner with whom he/she usually lives, or offspring who lives in the family home. The USER must be previously identified according to the present terms.

3.- Scope.

The service is provided on factual situations occurring in Spanish territory and to which the Spanish legislation is applicable, with jurisdiction to the Spanish Judges and Courts.

The content of the legal advice provided to the USER by the Lawyers of LEGALITAS will not be used for other than the strict personal use. The public disclosure of such legal advice will require the express authorization of LEGALITAS.

4.- Identification.

Prior to the provision of the service, LEGALITAS will request the USER the necessary data to verify the right to receive it. This service is personal and non-transferable.

5.- Contract and payment method.

The contract will be telephonic or telematic, at which time the CLIENT must provide the data required for the purpose of providing the service. The electronic document formalizing the contract will be archived and may be accessible in the cases where LEGALITAS is legally forced to do so.

If any communication of any circumstances between the parties is necessary for the celebration or fulfillment of this contract, it may be done by postal or electronic mail to the addresses or mobile telephone numbers stated in the contract.

Should any of the parties change their postal address, electronic address or mobile telephone number during the duration of the contract, it will be compelled to communicate to the other the new addresses and / or mobile phone number, thus the party that does not comply will be held responsible for breaching the contract.

Beforehand to the celebration of the contract and with enough time, LEGALITAS, in a truthful, efficient and complete manner, shall have provided information on the terms and conditions of the contract and shall forward to the CLIENT, by any means appropriate to the technique used to make the contract, a copy of these terms and conditions.

The main form of payment is the direct debit in the account designated for this purpose by the CLIENT by charging the agreed amount of money into that account, although it will be possible to make the payment by any other means since it is agreed by the parties; In any case, the CLIENT authorizes LEGALITAS to process and to keep the data needed for that purpose, which will be used exclusively for the collection of the annual payments or any other charges authorized in advance by the CLIENT.

After contracting, LEGALITAS will make a temporary file of the new CLIENT. LEGALITAS may not attend the first use of the service until verification of the payment has been made. In the case of payment by direct debit into the bank account, this verification may take as long as the law states at that concrete moment. Once LEGALITAS has verified that the annual payment has been paid and not nulled, LEGALITAS will proceed to make a definitive client file with effects from the date the contract was made.

If the CLIENT do not pay the annual fee, LEGALITAS will have the right to collect it plus the legal interest of the money, as well as the bank expenses derived from the nulling of the payment, without prejudice to the possibility of including the CLIENT in credit and patrimonial databases, complying the Spanish Law of personal date (LOPD).

LEGALITAS will send to the CLIENT a descriptive file of the service provided, as well as an identification card that contains the telephone number and the email address through which the contracted legal advice is provided.

6.- Term of the service and renewals.

The term of the service provided by LEGALITAS to the CLIENT will be one year, being renewed tacitly by successive annuities if any of the parties tells the other differently, by any means that allows to prove that communication or using the way used when making this contract, with a minimum advance of one month before each expiration.

In order to maintain the quality of the service, LEGALITAS may suspend the telephone service and even, after warning the CLIENT, terminate the contract if any irregular, contractually unauthorized or fraudulent use is detected. For example, in a case in which the volume and diversity of the consultations presumes that they are being made in the interest of third parties other than the CLIENT.

LEGALITAS may also terminate the contract when it comes to its knowledge that the CLIENT is incapacitated (no longer able to act without a legal guardian); If someone is impersonating the CLIENT; When the CLIENT make several non legal related inquiries; Or in cases where ignorance of the language makes mutual understanding impossible.

The price of the renewals will be made known by LEGALITAS to the CLIENT or through the website www.legalitas.com. For renewals, LEGALITAS will make new charges into the bank account provided by the CLIENT or by any other payment methods agreed. In any case LEGALITAS will be able to claim in the case of no payment. In the event that the renewal of the service does not occur for any other

reason, LEGALITAS will stop providing the service the same day when the renewal payment is overdue.

If the CLIENT decides, on its own, to terminate the contract without any breach by LEGALITAS, the contract will be terminated without any right to claim the return of the annual fee or any proportional part of it.

LEGALITAS may terminate the contract if it considers that it has no possibility of providing the service to the CLIENT. In this case, the annual fee will be refunded, even if the service has been used.

7.- Right of waiver and claims.

The information attached to this contract right of waiver, which can be exercised by the CLIENT within 14 days from the day the contract was made by notifying LEGALITAS through any of the aforementioned ways.

In those same ways the CLIENT can make any claims regarding this contract.

The information regarding the right of waiver can also be found at www.legalitas.com/informacion_derecho_desistimiento

8.- Schedule.

The CLIENT will be able to use the services of LEGALITAS from 09:00 a.m. to 08:00 p.m. (Spanish Standard time) from Monday to Friday, except bank holidays. Inquiries or communications that arrive outside those hours will be understood to be received the following business day at 09:00 a.m.

The consultation hours will be 24 hours a day, 365 days a year for urgent matters. The urgent cases are those whose legal consequences for the CLIENT depend on an immediate specialized legal advice.

9.- Referral to Law firms.

The decision to send a CLIENT to a Law Firm from the LEGALITAS national network of associated Firms will always be made by LEGALITAS based on the judicial feasibility of the case.

In the cases in which the referral to a associated law firm takes place, nor the attorney's fees, as well as those of other professionals necessary for the said judicial proceeding, nor any other judicial costs are included in the service provided by LEGALITAS according to this contract.

10.- Conflict between CLIENTS and conflict of interest.

The service can not be provided in case of a conflict of interest. It will be understood that there is a conflict of interest, among other cases, when the CLIENT of LEGALITAS makes its claim or asks for advice against any company directly or indirectly owned by LEGALITAS, when any USER ask for advice against the CLIENT, or when two CLIENTS or USERS have opposite interests in the same matter. In the latter case and taking into consideration the ethical obligations of the lawyer, service will be denied, informing both of them of such an extreme; If it is the first use of the service, the CLIENT may ask the refund of the fee and, if that is the case, the contract will be terminated.

11.- Content of the service.

1. IMMEDIATE LEGAL ADVICE.

The USER will be able to ask the advice of the Lawyers of LEGALITAS by telephone or electronic mail to make the juridical inquiries for the problems that happened to him /her in his / her personal and familiar scope and in the matters listed below.

- 1.- Marriage, separation, divorce, partnerships, regulatory agreement. Other issues of family law.
- 2.- Home rentals, eviction for non-payment of the rent, works in the rented house, termination of the rent contract.
- 3.- Buying a house and other matters related to property (taxes, fees, registration, financing).
- 4.- Community of neighbors (noises, works, meetings of neighbors, payment of common works).
- 5.- Consumer rights (online purchases, gas, water, electricity supply contracts, phone contracts, flights, hotels, banking, purchase of vehicles, garages, warranties).
- 6.- Social security (maternity and paternity benefits, work absence, unemployment fees) and public and private health care.
- 7.- Inheritance (wills, share-out of inheritance, taxation) and donations.
- 8.- Taxes (IRPF, IVA, assets, levies and state and local taxes). Sanctions and tax procedures.
- 9.- Labor (labor contract, dismissals, quantity claims, retirement).
- 10.- Traffic accidents, falls in the public streets or in public buildings or transports.
- 11.- Debts, personal bankruptcy, credit databases.
- 12.- Criminal: D.U.I., scams, injuries, gender violence, bullying, cyberbullying, identity theft, phishing and other crimes.
- 13.- Immigration (entry and exit of the country, visas, exemptions, family reunification, asylum and refuge, renewals of work and residence permits, student and community cards).
- 14.- Domestic employees (employee and employer obligations, taxation).
- 15.- Pets. Legal obligations and responsibility of the owner.
- 16.- Vehicle (Law violation and corresponding sanctions, administration procedure, infractions that entail the loss of points, immobilization and deposit of the vehicle, infractions that constitute crimes, loss of the validity of the driving license, gaining back the points for the driving license, courses and driving education, administrative authorizations to drive, foreign driver's license swaps, general vehicle procedures, purchase, rental, leasing and renting the car, getting the registration plates, on and off the registry, transfers, taxes and fees derived from transmission, Taxation related to tenure, parking and destination of the vehicle, claims to garages, warranties, ITV). Liability insurance (damages and legal responsibility, claims to insurance companies).
- 17.- Insurance (home, car, life, civil liability).

2. IMMEDIATE LEGAL ADVICE ON URGENT NATURE ISSUES.

The service can be used by users 24 hours a day, according to what is defined in the present condition, every day of the year, the only requirement being that it is a legal urgency related to any of the aforementioned matters.

3. CONTRACTS AND DOCUMENTS

The service includes the analysis of the documents and the drafting of the documents and contracts needed for the cases related to the services contemplated in Section I, excluding any other analysis or drafting.

The service includes only the drafting of documents, as well as the analysis and study of documents, when it is the CLIENT that procures them. LEGALITAS' Attorneys will prepare, draft and / or perform the

analysis in accordance with the data provided by the CLIENT, and will be sent by fax, e-mail, or postal mail. The documents will be drafted or analysed in no more than three days, excluding Saturdays, Sundays and bank holidays, as long as the CLIENT had provided the necessary data to get the work done. The service does not include the signing, delivery and the subsequent processing of the writings, which will be made by the USER. The procedure needed for traffic and transport sanctions is expressly excluded.

In the event that the document requested from LEGALITAS is due to a legal term, the USER must send to LEGALITAS all the documentation and information needed for its drafting at least 72 business hours before it's overdue.

LEGALITAS is not responsible for the veracity of the data provided by the USER and therefore does not assume any liability in case the document made is wrong because of inaccuracy or lack of updated information. Moreover, in the event that the information provided by the USER to LEGALITAS is inaccurate, and because of that, damages are caused, LEGALITAS will not be liable and even may ask the USER to repair those damages.

4. PERSONAL ATTORNEY.

LEGALITAS provides the CLIENT with a Personal Attorney, identified in the contract, who will keep track of all the USER's queries, and will take care of the cases by himself or cooperating with other LEGALITAS' Lawyers.

In addition to the abovementioned provision, LEGALITAS will provide the CLIENT with the following services:

- Management of two simple copies from the Registry of Property per year, at the request of the CLIENT.
- One Face-to-face assistance of a lawyer per year in case of the CLIENT'S arrest for an offense against road safety. In the event of the CLIENT's arrest on the alleged commission of an offense against road safety defined in Chapter IV, Title XVII, Book II of the Penal Code (Organic Law 10/1995, of November 23) It will be provided to the CLIENT the attendance of a lawyer in the police station in order to assisting him / her in the first declaration, if it occurs.
- In-person assistance of a lawyer, once per year, for the act of notarial granting of will by the CLIENT.
- Face-to-face assistance of a lawyer, once per contractual year, for the act of signing before a notary of a contract for the purchase of a house by the CLIENT.

5. PERSONAL ATTENDANCE AT A LAW FIRM.

When LEGALITAS observes that, due to the nature and feasibility of the matter, as set out in the present conditions at the time, the case must be submitted to a Law Firm to take immediate judicial action, it will be available to the USER the LEGALITAS NATIONAL NETWORK OF LAW FIRMS, passing the case to the law firm that better fits depending on the procedure needed. The service provided by the Law Firm will be based on the budget that will be signed by the Law Firm and the USER.

The subsequent contract between the USER to one of the Law Firms of the LEGALITAS National Network entails the establishment of a different and independent legal relationship to that described in these general conditions, which the USER will keep directly with the Law Firm. LEGALITAS has no part into that relationship and thereby will not be held responsible for any damages that may occur.

12.- Resolution of inquiries.

The inquiries will cover the matters included in these general conditions and may be answered by the Lawyers of LEGALITAS at the same moment of being made or in a maximum of three days period, excluding Saturdays, Sundays and bank holidays, depending on the complexity of the matter taken into consideration.

13.- Data protection.

For the purposes of the provisions made in the Organic Law 15/1999 of December thirteen on the Protection of Personal Data and Royal Decree 1720/2007 of December twenty first, which approves the Regulations for the development of the Organic Law 15/1999, LEGALITAS ASISTENCIA LEGAL, SL (LEGALITAS) informs that the data provided by the CLIENTS of the legal assistance service will be included in a database of LEGALITAS, with residence in Avenue Leopoldo Calvo-Sotelo Bustelo, number 6, 3rd floor, 28224 Pozuelo de Alarcón (Madrid), in order to develop the contractual relationship established in these terms and conditions as well as to receive advertising information on services provided by LEGALITAS or by third parties, through postal or electronic means or other forms of distance communication relating to the areas of consultancy, Advice, management, insurance, complementary legal or financial services, or other similar matters.

The CLIENT of LEGALITAS hereby authorizes the processing of personal data that may be collected during the provision of the service for the purposes described above, which may include those relating to the personal health, to the commission of criminal or Administrative offenses, or those that, referring to any other information related to the service, are freely given to LEGALITAS. Likewise, the CLIENT give their express consent to the management of criminal or administrative offenses that they decide to place in the hands of the Lawyers of LEGALITAS, as well as for the essential communication of their data to those agencies or parties involved in the matters whose management the CLIENT entrusts LEGALITAS.

The CLIENT of the service also authorize LEGALITAS, in the event of being referred to a Law Firm from the network to communicate to that law firm both their identification data (name, surname and telephone number), as well as the steps taken with the case in order to make it easier on the Law Firm to know the case in order to get the most quickly and informed analysis by the Law Firm to get the CLIENT the desired outcome.

LEGALITAS also requests from its CLIENTS their consent for the communication of their identification data (name, surname, telephone number and address) to the following enterprises: ACM LEGAL, SPECIAL LEGAL ASSISTANCE, SLP, and LEGALITAS COMPAÑIA DE SEGUROS Y REASEGUROS, S.A.U., with address in Avenue Leopoldo Calvo-Sotelo Bustelo, number 6, 3rd Floor, in Pozuelo de Alarcón, Madrid, in order to send the client commercial information on the provision of services additional or complementary to those provided by LEGALITAS and that are required by the CLIENT, and to manage group policies where the CLIENT can be insured.

If the CLIENT do not authorize the processing or the transfer of its data in the terms aforementioned, you can send back to LEGALITAS this document with the corresponding box marked:

- I do not authorize the use of my personal data to receive commercial or advertising information.
- I do not authorize the communication of my personal data to the companies stated above.

After 30 days from the incorporation of your personal data into the LEGALITAS database, LEGALITAS can start to communicate thus data to those companies.

Additionally, the CLIENT commits to inform the USERS of the content of this clause; The provision of any service implies that CLIENT and USERS acknowledge and accepts its content.

The CLIENT may exercise the rights of access, rectification, cancellation and opposition both in relation to the processing of data by LEGÁLITAS and by all of the associated companies aforementioned, by sending a letter to LEGALITAS ASISTENCIA LEGAL, SL, Avenue Leopoldo Calvo-Sotelo Bustelo, number 6, 3rd floor, 28224, Pozuelo de Alarcón, Madrid, or by email to atencionalcliente@legalitas.es attaching a copy of the ID card or similar document. In the case of LEGALITAS changing that address, it will be published in the website www.legalitas.com.

14. - The USER is hereby informed that the service is or may be subject to the prevention of money laundering and terrorist financing rules established by Law 10/2010, April the 28th, prevention of money laundering and The financing of terrorism, and its regulation approved by Royal Decree 304/2014 of May 5th, and that the service provided is or may be outside the scope of the professional secrecy if there is an obligation to provide information on the data obtained from the client or the cases dealt with, if requested by the financial authorities.

LEGÁLITAS ASISTENCIA LEGAL, S.L.,

Avenida de Leopoldo Calvo-Sotelo
Bustelo, nº 6, planta 3ª, Pozuelo de Alarcón (28224 Madrid).
N.I.F. N°B-82305848, Inscrita en el Registro Mercantil
de Madrid al tomo 15.770, libro 0, folio 164,
sección 8, hoja M-232821.



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Inteligencia Legal

Consultas por la web:

www.legalitas.com

Para acceder al servicio el usuario
deberá proporcionar los datos que le
sean requeridos para su identificación.

consultas@legalitas.es

Llámenos de 9:00h. a 20:00h.
De lunes a viernes.

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