



TERMS AND CONDITIONS OF CONTRACTING THE TRAMITAPP PLATFORM

THESE TERMS AND CONDITIONS GOVERN THE USE OF THE TRAMITAPP PLATFORM

TramitApp S.L., a Spanish company with registered office at c/ Diego de León 5, 28006 - Madrid (Spain), registered in the Commercial Registry of Madrid in volume 35034, folio 150, section 8, sheet M-630066, entry 1, and with VAT number B-87620746, authorizes the use of the TramitApp platform in accordance with these terms and conditions of contracting.

I. BINDING TERMS AND CONDITIONS OF USE

This document constitutes a contract from which legal obligations arise for you. These terms and conditions of contracting the TramitApp platform (hereinafter, T&C) are binding and regulate the conditions of use, access, and utilization of the TramitApp software, which can be accessed through the link <https://rrhh.tramitapp.com> or the mobile application (hereinafter, the Platform).

This Agreement is effective between You (hereinafter "the CLIENT") and TRAMITAPP S.L. (hereinafter "TramitApp") from the date of acceptance of these T&C.

Access to the platform grants user status to those who use it and implies full and complete acceptance of these T&C as well as TramitApp's Privacy Policy. Unconditional and complete acceptance of these T&C is indispensable for the use of the Platform. In the event that you do not agree with these terms and conditions, you should not install, access, or use the Platform.

The CLIENT guarantees that the person subscribing to these T&C on behalf of the CLIENT does so as a legal representative and is duly authorized with sufficient legal capacity to contract

TramitApp reserves the right to update the conditions regulated in these terms and conditions of contracting at any time. The modifications will be published in the same manner as these T&C. It is the CLIENT's responsibility to periodically review the conditions of the Agreement. If you continue using the Platform after a modification of the terms and conditions of contracting of the TramitApp platform, it will be considered that you have expressly and unreservedly accepted said modification. In the event that you do not accept a modification of these terms and conditions, you will not be able to continue using the platform.

This Agreement will be valid and applicable in the absence of any signed contract between the parties. In the event that a signed contract exists, that contract shall prevail over these terms and conditions. For matters not covered by that contract, these terms and conditions shall prevail.

II. DESCRIPTION OF THE PRODUCT AND SERVICES

The Tramitapp platform is a communication platform between the CLIENT's Human Resources department, its Employees, and its Labor and/or Accounting Advisory or Management firm. This platform is hosted in the cloud, and TramitApp will provide the CLIENT with access to it by assigning a username and password.

The Human Resources (administrators) and Management profiles will have access to all the information of TramitApp and Employees.

TramitApp is an HR management platform; its employees do not provide labor or legal advice of any kind. The advice that the CLIENT may receive from TramitApp is strictly limited to the operation of the platform. In no case will such advice constitute a consultation or recommendation regarding the CLIENT's obligations according to the applicable labor, tax, social security legislation, or any other legal field.

The platform has a storage capacity of 100 Megabytes per user. If the CLIENT wishes to increase this capacity, they can request it at an additional cost.

III. DURATION

The duration will be 1 year from the day of acceptance of these terms and conditions of billing. This term will be automatically extended, unless one of the parties expressly notifies the desire not to continue with this contract. This notification must be made at least 1 month before the intended termination date.

In this regard, the CLIENT may unilaterally decide to terminate the contract at any time, notifying at least 1 month in advance.

IV. PRICE

The price, the scope of the services, and the commercial conditions are outlined in the Offer issued by TramitApp. During the free trial period, the CLIENT can decide which functionalities they wish to contract. However, the CLIENT may request changes to the initial proposal based on the different functionalities offered by TramitApp, which can be consulted on the website www.tramitapp.com. The application of these changes must be requested by the CLIENT one month in advance.

The price indicated in the Offer issued by TramitApp does not include VAT or other applicable taxes or expenses.

The use of the TramitApp platform will be free for the CLIENT during the established trial period.

When a new service is introduced on the platform, TramitApp commits to informing the CLIENT, including any price increase if applicable.

In the event that TramitApp modifies the services provided, for example, but not limited to, due to regulatory, technological, or security changes, the price may be modified. The CLIENT can decide at that time whether to accept the new price or to terminate the Contract.

V. BILLING AND PAYMENT TERMS

The payment method will be by bank receipt. TramitApp will issue the invoice on the 1st of each month after the end of the trial period. This price includes all services provided on the platform as stipulated in the Offer issued by TramitApp and accepted by the CLIENT.

In case the CLIENT is delayed in the payment of any invoices, a surcharge of 10% per month will be applied for each month of delay. Notwithstanding the above, TramitApp reserves the right to suspend the service until the outstanding invoices are paid and to charge an additional reactivation fee equivalent to three times the CLIENT's monthly fee.

If the non-payment persists, TramitApp may unilaterally terminate the contract with immediate effect, without prejudice to the CLIENT's obligation to settle the debt incurred with TramitApp.

To kickstart the TramitApp project, an initial invoice will be issued by TramitApp, upon payment of which implementation work will commence

The monthly billing will be based on the number of users. A User is defined as any person who is registered in the system at any point during the billing month.

Upon receiving the notice of termination or subscription cancellation from the client, TramitApp will issue an invoice granting the right to use the platform for the next 30 days. If the CLIENT does not make the corresponding payment for this invoice, TramitApp reserves the right to discontinue the service during that period.

For clients opting for the licensing system, payment will be made in advance. The client undertakes to provide and keep updated the necessary information for payment processing. In the event that a payment cannot be processed, the Client will be notified to rectify the situation within a period of five (5) business days. If payment is not received within the stipulated period, TramitApp reserves the right to temporarily suspend access to the software until the payment situation is regularized.

VI. AVAILABILITY

The Platform is available 24 hours a day, 365 days a year, provided that the CLIENT has access via web and/or the APP with an internet connection.

The Platform may be temporarily unavailable due to maintenance work, technical issues, platform updates... These unavailabilities are considered normal and will not affect the execution of this Contract.

TramitApp commits to making every reasonable effort to resolve incidents that may arise as quickly as possible, and to inform about service disruptions due to foreseeable or unforeseeable causes such as planned maintenance or network operator issues.

VII. INTEGRATIONS

TramitApp facilitates the exchange of data with third-party systems (hereinafter referred to as 'Integrations') through its public API. These integrations are carried out under the responsibility of the CLIENT, and the services of these providers or third parties are not services provided by TramitApp, nor does TramitApp have direct control or responsibility over them.

TramitApp will only provide technical access to the services. The scope of service, price, privacy, duties, obligations, commitments, and terms of use of these external providers will be governed by agreements established between the CLIENT and such external providers..

VIII. DATA PROTECTION AND PROTECTION OF THE PARTIES INVOLVED

Both Parties will comply at all times with current data protection regulations, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and any other applicable regulations in force at any given time.

Each Party is informed that the contact details of its representatives and employees processed under this contract, as well as those exchanged during the provision of the Services, will be processed by the other Party for the purpose of facilitating the development, compliance, and monitoring of the contractual service relationship, with the legal basis for processing being the fulfillment of the contractual relationship. The data will be retained for the entire duration of the contract and thereafter until any potential liabilities arising from it expire.

Personal data may be disclosed by the Parties to: (i) Public administrations and judicial authorities to comply with the legal and tax obligations of the entity; (ii) Accounting audit firms for compliance with legal obligations related to auditing or under the legitimate interest in the proper governance of the Company; (iii) Interested third parties and their advisors in the context of any corporate restructuring operation or the contribution or transfer of business or branch of business under the legitimate interest in the proper governance of the company; and/or (iv) Third parties involved in the management of activities carried out for the execution of the contract or to comply with their request, and/or providers who need access to personal data to provide services that the Parties have contracted with such providers.

In the event that the CLIENT communicates any personal data to TramitApp, TramitApp will maintain confidentiality and will not apply the data for any purpose other than that stipulated in these T&C. Specifically, the CLIENT is the data controller and, therefore, responsible for the processing of such data. By means of this Agreement, the CLIENT authorizes TramitApp as the data processor for the purpose of providing the management service and access to the platform developed by the data processor, as regulated in these contracting conditions. The obligations and processing of personal data by TramitApp as the data processor are governed by the Data Processing Agreement (DPA), which can be consulted on TramitApp's commercial website.

It is the exclusive responsibility of the CLIENT to ensure that all information provided on the platform is truthful, accurate, and up-to-date.

TramitApp may use big data for Big Data purposes, provided that absolute confidentiality of the data is respected and it is processed in an anonymized form.

IX. PROTECTION OF INTELLECTUAL PROPERTY

TramitApp S.L, is the exclusive owner and/or holder of all Intellectual Property rights over the services and the TramitApp platform, as well as its updates, improvements, expansions, modifications, adaptations, corrections, translations, or new versions that may be made.

This Agreement does not imply any assignment or transfer by TramitApp of intellectual property rights over the programs and systems belonging to the platform described in this Agreement, nor will it generate any transfer of any other rights over the programs and systems to the CLIENT. It also does not grant the CLIENT any right to copy, replicate, or imitate, in whole or in part, even temporarily, the utility of the systems and/or programs belonging to TramitApp.

The CLIENT agrees to use the information received solely and exclusively for the activities related to the use of the platform described in this Contract.

The CLIENT agrees not to develop an in-house platform with the same purposes and functionalities as the TramitApp platform during the contractual relationship and for an additional year after the termination of the contract. Otherwise, it will be considered plagiarism, and TramitApp reserves the right to take legal action against the CLIENT.

Likewise, it is expressly prohibited for the CLIENT to provide access to the platform, as well as to provide user and password, to any person outside the CLIENT or their Advisory / Accounting firm.

X. DESTRUCTION OF DATA

After termination of the contractual relationship, TramitApp will proceed to block all CLIENT data available on the platform to fulfill the corresponding applicable legal obligations. After the end of the blocking period, TRAMITAPP will automatically proceed to delete such information.

Likewise, any data included in the platform during the free trial period will be deleted once the trial period is over unless the CLIENT subscribes to a subscription plan and becomes a full-fledged customer.

XI. LIMITATION OF LIABILITY

The rights and obligations described in these T&C constitute a whole and regulate all effects and consequences between the Parties in relation to this Agreement. In no event shall either Party take legal actions not contemplated in these terms and conditions. TramitApp is not responsible for any misuse of the platform by the CLIENT, nor for the information that the CLIENT makes available on it. TramitApp also disclaims responsibility for misuse and/or loss of security passwords by the CLIENT, as well as for any viruses that the CLIENT may have on the device from which they access the platform.

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In any case, if either Party detects a security breach of any nature that could affect the platform and its use, it must promptly notify the other Party to mitigate any potential damage caused.

In case of breach of these terms and conditions, TramitApp's maximum aggregate liability shall not exceed an amount equivalent to twice the annual recurring service fees billed to the CLIENT for the current year or projected for that year.

To the extent permitted by law, TramitApp shall not be liable for indirect, incidental, consequential, special, punitive damages, or loss of profits, even if advised of the possibility of such damages. This limitation applies regardless of the cause of the claim. TramitApp shall also not be liable for third-party claims that may result in indemnification. In any event, TramitApp's total liability shall not exceed the amount specified in this clause.

Similarly, TramitApp shall not be liable to the CLIENT for any detrimental event unless the CLIENT has notified its claim in writing to TramitApp within twenty (20) calendar days from the date on which the CLIENT became aware of it.

TramitApp does not guarantee that the Platform or its content is suitable or appropriate for carrying out any particular activity. TramitApp excludes all liability for damages of any kind that may arise from any misrepresentation of the usefulness that users may attribute to the Platform, as well as from the lack of accuracy in the information provided by users.

XII. CONFIDENTIALITY

Any information or material provided by either party, whether registered or not, under these T&C, shall be strictly confidential and treated as such by the receiving party, its employees, representatives, etc. This party expressly undertakes to respect and ensure respect for the confidential nature of such information, employing all necessary devices, measures, and security procedures to protect confidentiality.

The parties undertake not to copy, reproduce, or by any other means, transfer information or material provided by the other party to third parties, and not to allow any other person, company, or entity to copy, reproduce, or disclose, whether in whole or in part, in any form, information or materials provided under this contract, without the prior express written authorization of the party that provided it.

The confidentiality obligations applicable to each party under the foregoing shall continue indefinitely, even after termination of this Agreement. Likewise, the parties undertake to destroy all documentation and information in their possession by reason of the present business relationship, once it has ended or, even if still in force, has ceased to be useful.

The party responsible for maintaining the confidentiality of the received information shall be directly liable to the other party for any disclosure or illegal use by individuals under its responsibility who have accessed the information transmitted under this Agreement.

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Failure to comply with this point will result in the immediate termination of the main contract binding the Parties.

XIII. ASSIGNMENT OF THE AGREEMENT

The parties acknowledge that this Agreement shall not be assigned or transferred, in whole or in part, to a third party without the express written consent of the other Party.

XIV. TERMINATION OF THE AGREEMENT

The Agreement may be terminated for the following reasons:

1. Termination of the Agreement.
2. For breach of any clause of the agreement.
3. By mutual agreement of the Parties.
4. During the trial period by the CLIENT.
5. At any time with 1 month notice by the CLIENT.

XV. JURISDICTION AND VENUE

This Agreement shall be governed and interpreted in accordance with the common law rules of Spanish legislation.

For the resolution of any disputes arising from the application and/or interpretation of this Agreement, the Courts of Madrid Capital shall have jurisdiction.

And as evidence of agreement, the CLIENT accepts these Terms and Conditions of Contract for the TramitApp platform.