



MISIA WEBSITE TERMS OF USE

1. PURPOSE AND ACCEPTANCE

This legal notice regulates the use of the website (hereinafter, THE WEB), owned by INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. (hereinafter, THE OWNER OF THE WEB).

Browsing the website of THE OWNER OF THE WEB attributes the condition of user thereof and implies full and unreserved acceptance of each one of the provisions included in this Legal Notice, which may be modified. The user undertakes to make correct use of the website in accordance with the laws, good faith, public order, traffic uses and this Legal Notice.

The user will respond to THE OWNER OF THE WEB or to third parties, for any damages that may be caused as a result of the breach of said obligation.

2. IDENTIFICATION AND COMMUNICATIONS

THE OWNER OF THE WEB, in compliance with Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce, informs you that:

- o Entity in charge is INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.
- o CIF is: B01717099
- o Address: CARRETERA VIEJA DE BUNIOLA - KM 6.2, 07141, MARRATXI (MALLORCA), ILLES BALEARS
- o Registered in the commercial register of Palma de Mallorca in volume 2864, folio 38, entry 1 with sheet PM-89290.

To communicate with us, we put at your disposal different ways of contact below:

- o e-mail: info@misia.world
- o Phone number: 629465011

All notifications and communications between users and THE OWNER OF THE WEB will be considered effective, for all purposes, when they are made through postal mail, or any other ways detailed above.



3. ACCESS CONDITIONS AND USE

The website and its services are freely accessible; however, THE OWNER OF THE WEBSITE conditions the use of some of the services offered on its website upon prior completion of the corresponding form.

The user guarantees the authenticity and timeliness of all the data that they communicate to THE OWNER OF THE WEB and will be solely responsible for any false or inaccurate statements made. The user expressly agrees to make an appropriate use of the contents and services of THE OWNER OF THE WEB and not to use them for, among others:

- a. Disseminate content that is criminal, violent, pornographic, racist, xenophobic, offensive, in defense of terrorism or, in general, against the law or public order.
- b. Introducing computer viruses into the network or taking actions likely to alter, spoil, interrupt or generate errors or damage to electronic documents, data, or physical and logical systems of THE OWNER OF THE WEB or of third parties; as well as obstructing the access of other users to the website and its services through the massive consumption of computer resources through which THE OWNER OF THE WEB provides its services.
- c. Attempting to access the email accounts of other users or computer systems restricted areas of THE OWNER OF THE WEB or third parties and, where appropriate, extract information.
- d. Violate the intellectual property or industrial rights, as well as violate the confidentiality of the information of THE OWNER OF THE WEB or third parties.
- e. Supplant the identity of another user, public administrations or a third party.
- f. Reproducing, copying, distributing, making available or in any other way publicly communicating, transforming, or modifying the contents, unless you have the authorization of the owner of the corresponding rights or in the case it is legally permitted.
- g. Collect data for advertising purposes and to send advertising of any kind and communications for sale or other commercial purposes without his prior request or consent.

All the website contents, such as texts, photographs, graphics, images, icons, technology, software, as well as its graphic design and source codes, constitute a work whose property belongs to THE OWNER OF THE WEB, without being understood to have been assigned to the user none of the exploitation rights over them beyond what is strictly necessary for the correct use of the web.



Ultimately, users who access this website can view the contents and make, where appropriate, authorized private copies provided that the reproduced elements are not subsequently transferred to third parties, nor are they installed on servers connected to networks, nor are they subject to any kind of exploitation.

Likewise, all trademarks, trade names or distinctive signs of any kind that appear on the website are the property of THE OWNER OF THE WEB, without it being understood that the use or access to it gives the user any right over them.

The distribution, modification, transfer or public communication of the contents and any other act that has not been expressly authorized by the owner of the exploitation rights are forbidden.

The establishment of a hyperlink does not imply in any case the existence of relations between THE OWNER OF THE WEB and the owner of the website on which it is established, nor the acceptance and approval by THE OWNER OF THE WEB of its contents or services. Those who intend to establish a hyperlink must previously request a writing authorization from THE OWNER OF THE WEB. In any case, the hyperlink will only allow access to the homepage or home page of our website, and must also refrain from making false, inaccurate, or incorrect statements or indications about THE OWNER OF THE WEB, or include illegal, contrary content to good manners and public order. THE OWNER OF THE WEB is not responsible for the use that each user gives to the materials made available on this website or for the actions carried out based on them.

4. EXCLUSION OF WARRANTY AND LIABILITY

The content of this website is of general nature and is for informational purposes only, without fully guaranteeing access to all content, or its completeness, correctness, validity or timeliness, or its suitability or usefulness for a specific purpose.

THE OWNER OF THE WEBSITE excludes, as far as the legal system allows, any liability for damages of any kind arising from:

- a. The inability to access the website or the lack of veracity, accuracy, completeness and / or timeliness of the content, as well as the existence of vices and defects of all kinds of the content transmitted, disseminated, stored, made available to those who it has been accessed through the website or the services offered.
- b. The presence of viruses or other elements in the content that may cause alterations in computer systems, electronic documents, or user data.
- c. Breach the laws, good intentions, public order, traffic uses and this legal notice because of the incorrect use of the website. In particular, and as an example, THE OWNER OF THE WEB is not responsible for the actions of third parties that violate intellectual and



industrial property rights, business secrets, honor rights, personal and family privacy and to the image itself, as well as regulations on unfair competition and illegal advertising.

Likewise, THE OWNER OF THE WEB declines any responsibility regarding the information that is outside this website and is not managed directly by our webmaster. The function of the links that appear on this website is exclusively to inform the user about the existence of other sources capable of expanding the content offered by this website. THE OWNER OF THE WEB does not guarantee or take responsibility for the operation or accessibility of the linked sites; nor does it suggest, invite, or recommend a visit to them, so it will not be responsible for the result obtained. THE OWNER OF THE WEB is not responsible for the establishment of hyperlinks by third parties.

5. PRIVACY POLICY

You can review our privacy policy at <https://misia.world>.

6. PROCEDURE IN CASE OF CARRYING OUT ILLICIT ACTIVITIES

In the case that any user or third party considers that there are facts or circumstances that reveal the illegal nature of the use of any content and / or the performance of any activity on the web pages included or accessible through the website, they must send a notification to THE OWNER OF THE WEBSITE duly identifying him/herself, specifying the alleged infractions and expressly declaring under his/her responsibility that the information provided in the notification is accurate.

The parties expressly submit, for any questions or differences that may arise due to the interpretation, compliance, and execution of this contract, to the jurisdiction and competence of the Courts and Tribunals corresponding to the user's domicile or to those of the place of fulfillment of the contractual obligation.

7. PUBLICATIONS

The administrative information provided through the website does not replace the legal publicity of the laws, regulations, plans, general provisions, and acts that have to be formally published in the official gazettes of public administrations, which constitute the only instrument that attests to its authenticity and content. The information available on this website should be understood as a guide without the purpose of legal validity.



APPENDIX A – GENERAL CONDITIONS FOR PURCHASES

The products and/or services purchase offered through the Website entails **the acceptance of the terms and conditions set forth in these General Conditions for Purchases, therefore, before accepting them, read their content carefully.** If you do not accept these General Conditions, the purchase of the products/services will not be carried out and, consequently, will not entail the assumption of any type of obligation or responsibility by **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.**

When placing a purchase order through the Website, the Customer declares that they are over 16 years of age and have the legal capacity to contract the products on the Website.

To place a purchase order, the Customer must follow each of the steps of the purchase procedure provided on the Website.

INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. reserves the right to modify the content and/or scope of the General Conditions of Service at any time, without communicate it or notify it in advance, so read its content carefully since it is the responsibility of the Client to review the General Conditions of Service before to purchase any product on the Website.

CUSTOMER REGISTRATION

To start the process of purchasing the products on the Website, the Customer must register in the "Register" section of the Website. In subsequent purchase processes, in the event that the Client has registered, it will only be necessary to provide their email address and password in the "Login" section. You can review our privacy policy in your data treatment at the following link.

PRICE AND PAYMENT METHOD

The price of the products will be the one that appears in the currency indicated next to each product on the Website. The sale prices indicated on our website are shown as follows:

- If the Client resides in the European Union, the prices include the applicable taxes at any time (VAT) and product/service.
- If the Client resides outside the European Union, the prices do not include VAT.

However, the Customer will be responsible for any local taxes and/or any import and/or local customs fees when the shipment reaches its destination, if applicable.

INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. reserves the right to make, at any time and without prior notice, the modifications it deems appropriate, being able to frequently update the



products or prices. The price applicable to the purchase request made by the Client will be the one that appears at the time of accepting the General Conditions of Service.

The Client may pay for the products through any of the payment methods indicated below:

- **Card payment:** The Client must include their debit/credit card number (Visa, Visa Electron and Mastercard), as well as the rest of the additional information that is required in the purchase procedure. The charge will be made once it is accepted by the Client's bank since, otherwise, the purchase cannot be carried out.
- **Payment by PAYPAL:** It will be necessary for the Client to have a PayPal account to use this payment method.

Once the purchase process is finished, an electronic confirmation will be generated, attaching a copy of the General Conditions of Service, which the Client can print, keeping it filed in the "**My Account**" section.

INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. does not have access to or store sensitive data related to the payment methods used by the Client. Only the corresponding payment processing entity has access to this data by way of managing payments and collections.

INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. has implemented a program to detect possible fraudulent operations and reserves the right to request additional information, confirmations and/or documents from the Customer, even after having made one or more purchases through the Website, by phone call or email, with the purpose of confirming that the Client has actually made and authorized said purchase and/or that the delivery or return of the same has been carried out correctly and in this way definitively authorizes the respective transaction.

INTERNATIONAL INSTRUCTORS ORGANIZATION S.L. may formulate various verifications on the identity of the Client by telephone, or request: (a) a written confirmation and authorization signed by the Customer responsible for the respective purchase; and (b) copy of the valid official identification and with photograph of the Client to confirm his identity. **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.** undertakes to store said information and documents with high security measures, in accordance with current regulations.

In the case that the Client does not respond favorably or does not deliver to **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.** the documentation and information requested within a period of 48 hours from the call or email sent by **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.**, the transaction detailed in said communication and the respective order may be cancelled,



without the need for further notice nor responsibility of **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.** proceeding to reimburse the Customer the amount paid for said purchase.

Said verification procedure is carried out for the Client's security and, therefore, by accepting these General Conditions of Service, the Client agrees to submit to the detection procedure for possible fraudulent operations and authorizes **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.** so that, once the Client provides the information and additional documents referred to, they can be used for future purchases by the same Client.

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within a period of 14 calendar days without the need for justification.

To exercise the right of withdrawal, you must notify us of your name, your full address and, if available, your telephone number and your email address, your decision to withdraw from the contract through an unequivocal statement by email. You can use the model [withdrawal form](#).

In the event of withdrawal by you, we will refund all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the least expensive delivery method that we offer) without undue delay and, in any case, no later than 14 calendar days from the date on which we are informed of your decision to withdraw from this contract. We will proceed to make said reimbursement using the same payment methods used by you for the initial transaction, unless you have expressly provided otherwise; in any case, you will not incur any costs as a result of the refund, We may withhold the refund until we have received the goods, or until you have provided proof of return of the goods, depending on which condition is met first.

Without undue delay and, in any case, no later than 14 calendar days from the date on which you notify us your decision to withdraw from the contract, you must deliver or send the merchandise to the address indicated below. The deadline will be considered met if you return the goods before the deadline has expired. You must bear the direct cost of returning the goods and you will only be responsible for the decrease in value of the goods resulting from handling other than that necessary to establish the characteristics of the goods.

COMPLAINTS AND CLAIMS

The Client must contact **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.**, through the means indicated at the beginning of the General Conditions of Service, to express their complaints and



claims, committing **INTERNATIONAL INSTRUCTORS ORGANIZATION S.L.** to attend to them as soon as possible and, in any case, within a month from the date they are presented.

INFORMATION ABOUT ONLINE DISPUTE RESOLUTION

In accordance with article 14.1 of Regulation 524/2013 on online dispute resolution in consumer matters, we inform you of the existence of an online dispute resolution platform provided by the European Commission, as well as the possibility of presenting your claim through it by accessing the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

APPLICABLE LAW AND JURISDICTION

The General Conditions of Service will be governed and interpreted in accordance with Spanish law. In the event that any conflict or discrepancy arises in the interpretation and/or application of the General Conditions, the competent Courts will be those established by the applicable regulations regarding the competent jurisdiction of consumers and users. The parties expressly submit, for any questions or differences that may arise due to the interpretation, compliance and execution of this contract, to the jurisdiction and competence of the Courts and Tribunals corresponding to the buyer's domicile or those of the place of fulfillment of the contractual obligation.

Last update of this information May 31, 2022

MISIA

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