



## E-COMMERCE (SERVICES)

### GENERAL TERMS AND CONDITIONS

#### Introduction

This contractual document will govern the General Conditions for contracting services (hereinafter, «Conditions») through the website <https://thefarm-marbella.com/>, owned by Elmar 2014, S.L. under the trademark The Farm Marbella, hereinafter, **PROVIDER**, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the **USER** to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws and reserves the right to unilaterally modify the conditions, without affecting the terms and conditions implemented prior to the modification.

#### Identity of the contracting parties

On one part, the PROVIDER of the **services** contracted by the USER, Elmar 2014, S.L., whose registered address is at C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA), TIN B93344844 and telephone number for customer/USER service 667487828.

And on the other part, the USER, registered on the website by means of **a user name and password**, who is fully liable for the use and safeguarding of which and for the truthfulness of the personal data submitted to the PROVIDER.

#### Purpose of the contract

The purpose of this contract is to regulate the contractual trade relationship between the PROVIDER and the USER, which arises when the USER accepts by ticking the corresponding box during the online contracting process.

The contractual trade relationship involves the delivery of a **specific service**, in exchange for a certain price which is publicly displayed on the website.



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## Contracting procedure

The USER, in order to access the services offered by the PROVIDER, **must be an adult and register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data as detailed in the Legal Notice and Privacy Policy found on this website.

The USER **selects a user name and password**, committing to use them diligently and to not make them available to third parties, as well as to inform the PROVIDER of their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of services.
3. Right of withdrawal.
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

### 1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing an order with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

### 2. ACTIVATION OF SERVICES

The PROVIDER will not activate any service until it has been verified that payment has been made.

As the order **does not involve the physical delivery of any product**, but rather a service downloaded or activated directly from the website, the PROVIDER will inform the USER in advance on the steps to take to perform this download or activation.

### Failure to carry out the remote contract



In the case of the provision of a service, it will be available from the moment the USER has paid for it and will be downloadable or activated according to the conditions of the PROVIDER.

In the event that the contract does not involve the physical delivery of a product, but a download activation on a website, the PROVIDER will inform the USER in advance of the procedure to be followed in order to download the product.

In the event of not being able to execute the contract because the contracted service is not available on time, the USER will be informed of the lack of availability and will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the download or the activation of the service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

The service will be considered as provided when the USER has downloaded or activated it.

### 3. RIGHT OF WITHDRAWAL

**Withdrawal form:** <https://https://thefarm-marbella.com/ /withdrawal-form.pdf>

The USER has a period of fourteen calendar days, counted from the date of receipt of the product or from the conclusion of the purchase-sale contract if it were a provision of a service, to exercise the right of withdrawal, regulated in [article 102 of RDL 1/2007](#), of November 16, approving the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, **hereinafter RDL 1/2007**. If the PROVIDER does not comply with the duty of information and documentation on the right of withdrawal, the term for its exercise will end twelve months after the expiration date of the initial withdrawal period, in accordance with [article 105 of RDL 1/2007](#).

The right of withdrawal will not be applicable to the contracts referred to and listed in [article 103 of RDL 1/2007](#), and which are listed [here](#)

The PROVIDER must be informed of any return, with the **request for a return number through the form provided for this purpose, or by emailing [carolina@thefarm-marbella.com](mailto:carolina@thefarm-marbella.com)**, indicating the corresponding invoice number or order number.

In the event that the return is not made with the original delivery packaging, the PROVIDER may charge **the cost of .....€** to the USER by previously informing them through the same communication channel used.

**Once the USER has received the return number, they will send the product, indicating this number in the delivery note, covering the shipping costs themselves, to the PROVIDER at Elmar 2014, S.L., C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA).**

### 4. ONLINE CLAIMS AND DISPUTE RESOLUTION

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:



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Postal address: Elmar 2014, S.L., C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA)  
Telephone: 667487828  
Email: carolina@thefarm-marbella.com

### **Online Dispute Resolution**

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free online access platform for the resolution of conflicts between the USER and the PROVIDER, without the need to resort to courts of law, through the intervention of a third party called the Dispute Resolution Body, which acts as an intermediary between them. This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

### **5. FORCE MAJEURE**

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

COVID-19: If due to mobility restrictions or any other reason related to the consolidated rules in the COVID-19 code, the USER cannot receive the service, the registration fee will be refunded in full or he/she will have the possibility to use his/her reservation until ..... or a new date proposed by the PROVIDER.

### **6. COMPETENCY**

The USER may not assign, transfer or transmit the rights, responsibilities and obligations agreed in the purchase.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety.

### **7. GENERAL INFORMATION OF THE OFFER**

All sales made by the PROVIDER are subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of Elmar 2014, S.L. or stipulated herein shall take effect, unless expressly agreed in writing and signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and service improvements, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.



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## 8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each service include Value Added Tax (VAT) or any other applicable taxes. These prices, unless expressly stated otherwise, do not include shipping, communication, handling, packaging, insurance or any other additional services and attachments to the service purchased.

The prices applicable to each service are those published on the website and shall be shown in Euros. The USER accepts that the economic valuation of some of the services may vary in real time.

Before making a purchase, all the details of the quote can be checked on-line: services, quantity, price, availability, charges, discounts, taxes and the total amount of the purchase. Prices may change daily as long as the order has not been placed.

Once the order has been placed, prices will be maintained regardless of whether the service is available.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. This invoice will be sent in paper format together with the purchased product, as well as in PDF to the e-mail address provided by the USER, as long as they have given their express consent to do so, informing them that they may revoke said consent at any time by communicating it to the PROVIDER by any of the means made available to them.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. This invoice will be delivered in paper format at the time the service is provided. The invoice can be downloaded in PDF format by accessing the web management panel with the user account. In the event that the user wishes to receive it by e-mail, they must request it by any of the means that the PROVIDER makes available to them, informing them that they may revoke this decision at any time.

For any information about the order, the USER may contact the PROVIDER's customer service by calling 667487828 or by emailing carolina@thefarm-marbella.com.

## 9. SHIPPING COSTS

There are no shipping costs.

## 10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Bank transfer
- Credit card

The USER may use a discount coupon prior to the completion of the purchase if they have received it from the PROVIDER.

## Security measures



The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the USER agrees that the PROVIDER will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

## **11. PURCHASE PROCESS**

### **Basket (budget simulation)**

Any service from our catalogue can be added to the basket. In the basket you can only view **the selected services, quantity, price and total cost**. Once the basket has been saved, the **taxes, charges and discounts** will be calculated according to the details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - **Confirm billing details.**
2. - **Check the method of service provision (download, activation...).**
3. - **Select payment method.**
4. - **Place your order (buy).**

Once the order has been processed, the system **instantly** sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

### **Orders (purchase requests)**

**Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the order and the approximate date of download and/or activation.**

## **12. SUSPENSION OR TERMINATION OF THE CONTRACT**

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services and training, in whole or in part, for any valid reason, including, without limitation, where USER fails to comply with or follow any of the obligations set forth herein or any applicable provision of law, license, regulation, directive, code of practice or usage policies.

Where the PROVIDER exercises any of its rights or powers under this Clause, such exercise



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shall not prejudice or affect the exercise of any other right, power or remedy which may be available to the PROVIDER.

### **13. GUARANTEES AND REFUNDS**

The guarantees will respond to what is regulated in the Title referring to "Guarantees and after-sales services" of RDL 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, which you can access by clicking [here](#)

If you want to customize this section, you must check that the wording is in accordance with what is regulated in the title of GUARANTEES AND AFTER-SALES SERVICES of Legislative RDL 1/2007

### **14. APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. The PROVIDER and the USER agree to submit any dispute that may arise from the provision of the products or services covered by these Terms and Conditions to the courts and tribunals of the USER'S place of residence.

In the event that the USER is domiciled outside Spain, the PROVIDER and the USER expressly waive any other forum, submitting to the Dispute Resolution Body that will act as an intermediary between them in accordance with Art. 14.1 of Regulation (EU) 524/2013, without the need to resort to the courts of law. For more information, see clause "4. ONLINE CLAIMS AND DISPUTE RESOLUTION" of these Conditions.