

PROTECTION AND DEFENSE OF THE RIGHTS OF CLIENTS. PROCEDURES AND JURISDICTION

In order to ensure the protection and defense of the legitimate rights and interests of the Client, The Company arbitrates the following procedures:

A) CUSTOMER SERVICE –

The Client has a right to Customer Service. For this purpose, The Company makes available to the Client who wishes to make any claim, query or request for information in relation to the Contract sent to the following e-mail address:

E-mail address: (A cumplimentar por la Empresa)

For the purposes of record, each claim will be assigned an identification key and justification that will be sent to the Client, through the e-mail account that the Client has authorized in the registration process for notification purposes.

The Company will endeavour to respond to the complaints received as soon as possible, and in any case, within a maximum period of one month from the presentation of the complaint.

If the disagreements between the Parties are resolved in this instance, the file will be closed and filed, without further formalities, and the Client will waive the right to bring actions and subsequent claims.

THE CUSTOMER'S OMBUDSMAN.–

If, after the aforementioned period has elapsed without The Company having responded to the complaint or, where appropriate, they do not agree with the complaint offered by the Service, The Client may address their complaint to the Customer Ombudsman, and once the complaint has been accepted, a report must be issued within a non-renewable period of 30 days, this report being binding on The Company.

Similarly, if the disagreements between the Parties are resolved in this second instance, the file will be closed and filed, without any further formalities, and the Client will waive the right to bring subsequent actions and complaints.

A) MEDIATION SERVICE.–

If, after the report of the Customer Ombudsman, the dispute between the Parties continues, the Client may submit to the mediation procedure, in accordance with the Rules of Mediation and Arbitration of the Official Chamber of Commerce, Industry, Services and Navigation of Santa Cruz de Tenerife.

If the mediation puts an end to the conflict between the Parties, the file will be dismissed and filed, without further proceedings, the Client waives the exercise of subsequent actions and claims.

B) ARBITRATION SERVICE.–

If the controversy, difference or claim is not resolved either through the mediation service, the Parties will be submitted, as a definitive solution, to Arbitration, in accordance with the Rules of Mediation and Arbitration of the Official Chamber of Commerce, Industry, Services and Navigation of Santa Cruz de Tenerife.

If the arbitration award ends the conflict between the Parties, the file will be closed and filed, without any further procedure, and the Client renounces to the exercise of subsequent actions and claims.

C) COURTS AND TRIBUNALS OF ORDINARY JURISDICTION.-

In any event, and notwithstanding the exhaustion of the preceding instances, the Parties shall, on a residual basis, and in the event that the Arbitral Award, on the basis of the factual and legal grounds for the claims made, is likely to infringe fundamental rights, commits a flagrant error of law, is vitiated by a failure to state reasons, or in error of assessment of the evidence or, where appropriate, in breach of procedural rules, the Parties submit to the jurisdiction of the Courts of Santa Cruz de Tenerife, in accordance with the provisions of Regulation No. 593/2008 of the European Parliament and of the Council – also known as the Rome I Regulation; Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters (Brussels I

Bis Regulation) and Organic Law 6/1985 of 1 July 1985
on the Judiciary.