

Terms and Conditions of Logiscool LOS BERMEJALES

1. IDENTIFICATION OF THE SERVICE PROVIDER

1.1. Trade name: Logiscool LOS BERMEJALES

1.2. Corporate name and Tax ID: JUNIOR CODE LEARNING, S.L. CIF: B21846910

1.3. Registered office: Avenida de Reino Unido, 9 – 4º izquierda

1.4. Legal representative: “GEMS GESTION GENERAL, SOCIEDAD LIMITADA”

1.5. Corporate purpose: Organization and provision of programming and digital technology courses, camps, and workshops for children aged 6 to 18.

1.6. Contact information:

- Customer service phone (WhatsApp): 641826427
- Contact email: hello.losbermejales@logiscool.com

1.7. “Logiscool LOS BERMEJALES” refers hereinafter to JUNIOR CODE LEARNING, S.L., and “Legal Representative” refers to the parent or guardian signing on behalf of the Student (minor).

2. SCOPE OF APPLICATION AND ELECTRONIC ACCEPTANCE

2.1. These Terms and Conditions (hereinafter, “Agreement”) govern the contracting of any Course, Workshop, or Camp offered by Logiscool Los Bermejales through its electronic platform.

2.2. The Agreement is formalized by the electronic acceptance of the registration form, which is understood to be equivalent to a handwritten signature in accordance with Article 23 of Law 34/2002, on Information Society Services and Electronic Commerce (LSSI-CE), and Royal Decree 1720/2007.

2.3. The Legal Representative declares that they have fully read these Terms and Conditions as well as the Privacy Policy before completing and submitting the registration form. By clicking the “Submit” button, they accept electronic contracting, expressing full agreement with the content and obligations established in this Agreement, with the same validity as a handwritten signature.

The Legal Representative acknowledges that the Image-Use Consent Form will be sent separately, together with the payment information, after registration. Such authorization must be signed and returned to Logiscool Los Bermejales before the activity begins if the Student’s images or recordings are to be used.

2.4. These Terms and Conditions will be available at all times at:

<https://www.logiscool.com/es/docs/locations/losbermejales/terms-general>

They are understood to be incorporated into the Agreement entered into with each Legal Representative.

3. MANDATORY PRE-CONTRACTUAL INFORMATION

In accordance with Article 60 bis of Royal Legislative Decree 1/2007 of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users (LGDCU), and Article 27 of the LSSI-CE, Logiscool Los Bermejales provides the Legal Representative, prior to completing the contracting process, with the following information:

3.1. Identity of the provider:

JUNIOR CODE LEARNING, S.L. CIF: B21846910, with registered office at Avenida Reino Unido, 9, 4º izquierda, legally represented by **GEMS GESTION GENERAL, SOCIEDAD LIMITADA**.

3.2. Essential characteristics of the services:

- **Service modality:** Programming and digital technology Course/Workshop/Camp.
- **Total duration, schedule, and timetable** will be communicated by email to the Legal Representative at the time of confirming the spot, including the number of teaching hours, start and end dates, and days and hours of instruction.
- **Location:** The facilities of Logiscool Los Bermejales, Avenida Reino Unido, nº 9 Local 1.
- **Target audience:** Students aged 6 to 18.

3.3. Total price and taxes

The price applicable to the Course/Workshop/Camp will be communicated by email to the Legal Representative at the time of confirming the spot. That email will include:

- Total amount of the service, breaking down, where applicable, the net amount and applicable taxes (VAT or exemption according to current legislation).
- An indication of whether the service is exempt from VAT, in accordance with Spanish law.
- Any discount or special rate applicable to the client.

3.4. Additional costs (if applicable)

Additional costs (e.g., extra teaching materials, transportation, liability or accident insurance, etc.) will also be detailed in the same email sent to the Legal Representative after confirming the spot. That email will specify only the items that apply in each case.

3.5. Payment method and term

Payment methods, percentages for advance payment, and specific deadlines will be communicated by email after confirming the spot, and may vary depending on the chosen modality or specific agreements with each client.

- **Initial payment** (percentage and deadline for payment): will be indicated in the confirmation email.
- **Remaining amount** (percentage and payment deadline): will be detailed in the same email.
- **Available payment methods** (e.g., bank transfer or credit card) and banking details will also be included in the confirmation email.

3.6. Currency: Euros (€).

3.7. Duration of the contract and termination conditions: Detailed in Sections 5 (Cancellation and Refunds) and 6 (Right of Withdrawal).

3.8. Information on the right of withdrawal:

As a general rule, the Legal Representative has a period of 14 calendar days to withdraw from this Agreement without any justification (Article 103 LRDCU), counted from the date Logiscool Los Bermejales confirms the spot. However, the Student and their Legal Representative expressly acknowledge and accept that Logiscool Los Bermejales will begin providing the service before that withdrawal period ends, thereby waiving the right of withdrawal as provided in Article 103.1 LRDCU; consequently, once the activity has begun (when the first class is delivered), the right of withdrawal cannot be exercised.

4. PAYMENT TERMS, PRICES, AND INVOICING

4.1. Prices and VAT exemption:

All indicated prices are understood to be VAT-exempt in accordance with current legislation (Article 20.Uno.9.º of Law 37/1992 on VAT).

4.2. Invoice breakdown:

The invoice will be issued by Logiscool Los Bermejales indicating in the “Tax rate” field the legend “Exempt from VAT” and showing only the net amount of the service and the total amount to be paid. The invoice will be sent in electronic format to the email address provided by the Legal Representative within a maximum of 7 calendar days from receipt of payment.

4.3. Payment deadline:

The Legal Representative must make the total payment under the terms and conditions

communicated by email after confirming the spot (see Section 3.5). In the event of nonpayment or late payment, Logiscool Los Bermejales reserves the right to suspend the provision of the service until the outstanding debt is fully paid.

4.4. Promotions and discounts:

If promotions or discounts apply, these will be subject to specific conditions (limited spots, contracting dates, promotional codes, etc.) and will have a defined validity period, which will be clearly indicated in each communication or in the offer's description.

4.5. Price review:

Logiscool Los Bermejales may adjust prices annually to adapt to changes in tax rates or operating costs. Any change will be notified to the Legal Representative at least 15 calendar days in advance and will not affect already formalized contracts, unless otherwise expressly agreed.

5. CANCELLATION AND REFUNDS

5.1. Start of the service:

The service is considered to have started when the first scheduled class or activity is delivered. This date will be communicated to the Legal Representative by email at least 5 calendar days in advance.

5.2. Cancellation before the start (prior to the first class):

- With more than 30 calendar days' notice: 90 % refund of amounts paid (10 % penalty for administrative costs).
- Between 30 and 15 calendar days' notice: 50 % refund of amounts paid.
- Between 14 and 8 calendar days' notice: 25 % refund of amounts paid.
- Less than 7 calendar days' notice: no refund, except in cases of force majeure duly justified by medical certificate or other official document, in which case the proportional part of the unused service will be refunded minus a 10 % administrative fee.

5.3. Cancellation after the start of the service:

Once the first class has begun, no refund will be issued, except in cases of force majeure duly proven (e.g., serious illness of the Student with medical certificate). In these cases, the proportional part of the unused service will be refunded minus a 10 % administrative fee.

5.4. Cancellation procedure:

To cancel, the Legal Representative must send an email to hello.losbermejales@logiscool.com indicating: the Student's full name, identification of the Course/Workshop/Camp, and reason for cancellation. The communication must be

made within the timeframes set out in Sections 5.2 and 5.3. The refund will be made using the same payment method used for registration within a maximum of 14 calendar days from confirmation of the cancellation acceptance, except in cases of force majeure.

5.5. Suspension or postponement by Logiscool Los Bermejales:

If the activity cannot take place due to reasons attributable to Logiscool Los Bermejales (insufficient registrations, weather conditions, force majeure), Logiscool Los Bermejales will offer the Legal Representative the option to:

1. Change the date or modality of the Course/Workshop/Camp at no additional cost.
2. Request a full refund of amounts paid within a maximum of 14 calendar days from notification of cancellation.

5.6. Refund deadlines:

Refunds will be made within a maximum of 14 calendar days from the date on which Logiscool Los Bermejales receives a valid cancellation request and any required supporting documents (in cases of force majeure).

6. RIGHT OF WITHDRAWAL

6.1. In accordance with Article 103 of the LRDCU, the Legal Representative has a period of 14 calendar days to withdraw from the Agreement, counted from the date of spot confirmation.

6.2. However, the Legal Representative acknowledges and accepts that Logiscool Los Bermejales will begin providing the service before that period ends. Therefore, they expressly waive the right of withdrawal once the activity (first class) has commenced.

6.3. Exceptions to withdrawal:

- For services with a determined date or period of provision (courses, workshops, and camps), the right of withdrawal is excluded once the activity has begun.
- If the contract is concluded for a service whose start date has not yet been set, the right of withdrawal may be exercised within 14 calendar days, and in such case Logiscool Los Bermejales refund all amounts paid within a maximum of 14 calendar days from receipt of the withdrawal request.

6.4. Exercising withdrawal:

To exercise the right of withdrawal, the Legal Representative must send an unequivocal statement to hello.losbermejales@logiscool.com. Such request must specify the Student's full name, identification of the Course/Workshop/Camp, and intention to withdraw.

7. PERSONAL DATA PROTECTION AND IMAGE USE

7.1. Reference to the Data Protection Document:

Personal data will be processed in accordance with Logiscool's Privacy Policy, available at <https://www.logiscool.com/es/docs/privacy-policy>. The Legal Representative gives their consent to data processing at the time of registration by checking the corresponding acceptance box for the Privacy Policy.

7.2. Reference to the Image-Use Consent Form:

Consent for capturing and using images is governed by the Image-Use Consent Form, which is provided separately along with the payment information.

8. LIABILITY AND INSURANCE

8.1. Liability insurance:

Logiscool Los Bermejales holds liability insurance covering damages caused to third parties during the development of its activities.

8.2. Limitation of liability:

Logiscool Los Bermejales shall not be liable for damages that Students may suffer as a result of risks inherent to the educational activity, except in cases of willful misconduct or gross negligence by the company or its employees.

8.3. Obligations of the Legal Representative:

The Legal Representative must inform Logiscool Los Bermejales of any allergies, medical conditions, or special circumstances of the Student, providing the appropriate medical certificate if necessary.

9. COMPLAINT PROCEDURE AND DISPUTE RESOLUTION

9.1. Filing complaints:

The Legal Representative may submit any complaint or grievance in writing by email to hello.losbermejales@logiscool.com or by postal mail to Avenida Reino Unido nº 9 -4º izquierda.

9.2. Response deadline:

Logiscool Los Bermejales will address and resolve the complaint within a maximum of 30 calendar days from receipt.

9.3. Out-of-court resolution:

If the response is unsatisfactory, the Legal Representative may contact the Consumer Services of the Generalitat of Catalonia, the Municipal Consumer Information Office (OMIC) of the corresponding city council, or the European Commission's Online Dispute Resolution Platform (<https://ec.europa.eu/consumers/odr>).

10. APPLICABLE LAW AND JURISDICTION

10.1. Applicable law:

These Terms and Conditions shall be governed and interpreted in accordance with Spanish law.

10.2. Jurisdiction:

For any dispute arising from this Agreement, the parties, waiving their own jurisdiction, agree to submit to the Courts and Tribunals of the Legal Representative's domicile, unless mandatory law provides otherwise.

11. SPECIFIC TERMS FOR ACTIVITIES INVOLVING MINORS

11.1. Express consent:

The Legal Representative expressly authorizes their child's participation in the Course/Workshop/Camp and accepts the internal regulations, pick-up protocols, meal schedules (if applicable), and discipline rules.

11.2. Authorization for emergency medical treatment:

The Legal Representative authorizes Logiscool Los Bermejales staff, in case of emergency, to provide necessary first aid and make medical decisions, committing to cover any resulting medical costs.

11.3. Mandatory documentation:

For participation in any Course, Workshop, or Day Camp, it is mandatory to submit:

- A copy of the Legal Representative's national ID (DNI/NIE/Passport).

11.4. Health protocol (COVID-19 and other transmissible diseases):

Logiscool Los Bermejales will implement prevention and control measures as dictated by the competent health authorities. In the event of contagion or suspected transmissible disease, the Student will be isolated and the Legal Representative will be notified immediately.

12. CODE OF CONDUCT AND INTERNAL REGULATIONS

12.1. Conduct obligations:

The Student must comply with the rules of coexistence and discipline established by Logiscool Los Bermejales. In case of noncompliance, the following procedure will be followed:

1. Verbal warning.
2. Written warning to the Legal Representative.
3. Disciplinary expulsion if the misconduct persists or is especially serious.

12.2. Anti-bullying protocol:

Logiscool Los Bermejales is committed to acting in accordance with the Catalan Government's Protocol for Prevention and Action in School Bullying Situations (Law 12/2009). Any sign of bullying must be reported immediately to the center's management for opening the corresponding file and adopting measures.

12.3. Expulsion and refunds:

In the event of disciplinary expulsion, there will be no right to a refund of amounts paid, unless there is a force majeure circumstance duly justified. The expulsion decision will be notified in writing to the Legal Representative.

13. ELECTRONIC COMMUNICATION MECHANISMS

13.1. Validity of electronic communications:

Communications between Logiscool Los Bermejales and the Legal Representative will preferably be made by electronic means (email, WhatsApp). They will be considered valid and equivalent to written documents, provided proof of sending and receipt exists.

13.2. Obligation to update data:

The Legal Representative undertakes to keep the provided email address updated to receive notifications (calls, invoices, notices). Any change must be notified at least 10 calendar days in advance so that communications remain effective.

14. MISCELLANEOUS CLAUSES

14.1. Modification of Terms and Conditions:

Logiscool Los Bermejales may modify these Terms and Conditions when justified (regulatory changes, service improvements, etc.). Any modification will be notified to the Legal Representative at least 15 calendar days in advance by email and published on the website. Contracts already formalized will not be affected by changes that disadvantage the consumer, unless expressly agreed otherwise.

14.2. Entire Agreement:

This document, together with the registration form, the Privacy Policy, and the Image-Use Consent Form, constitute the entire agreement between the parties, superseding any prior oral or written communication or proposal related to the object of the Agreement.

14.3. Severability:

If any provision of these Terms and Conditions is declared null or unenforceable by a final judgment, the remaining provisions shall remain in full force and effect.

14.4. Language and prevailing version:

In case of discrepancy between the Spanish version and any other language version of these Terms and Conditions, the Spanish version shall prevail.

Final Note

Any circumstance not provided for in these Terms and Conditions will be resolved in accordance with current Spanish regulations on distance contracts, consumer protection, information society services, and data protection.

If you need additional clarifications or wish to review any point in greater detail, please contact us at hello.losbermejales@logiscool.com.

25 of June, 2025

The team of Logiscool Los Bermejales