

GENERAL CONTRACT TERMS

Entering into a contract for the academic services offered by the Fundació Privada Escola Superior de Cinema i Audiovisuals de Catalunya (hereinafter, ESCAC), with address at Plaça de la Farinera nº 9, 08222 Terrassa (Barcelona), with NIF G60464229, means the acceptance of the following general Terms of recruitment (henceforth, "the General Terms").

I. Acceptance and availability of the General Terms

By accepting the General Terms you declare:

- That you are of legal age and have the necessary legal capacity to enter into binding agreements or, if applicable, you have the authorization of your guardian to do so.
- That you have read, understand and accept the General Terms and Terms.

II. Purpose

The purpose of the General Terms is to contract the academic services offered by ESCAC, that is, completing enrolment on one of the courses or programmes on offer.

III. Features of the service

ESCAC offers teaching services in the field of cinema and audiovisual media. The academic activity and assessment is carried out in general, face-to-face. The teaching of the subjects or training programs are taught in accordance in accordance with a proprietary teaching methodology that aims to respond to people's educational needs.

IV. Applicable legislation

General Terms are subject to what is provided in:

- Law 7/1998, of April 13, on general terms of contracts;
- Legislative Royal Decree 1/2007, of 16 November, approving the Consolidated Text of the General Law on the Protection of Consumers and Users and other complementary laws;
- Law 22/2010, of 20 July, on the Catalan Consumer Code;
- Organic Law 15/1999, of 13 December, on Personal Data Protection;
- European General Data Protection Regulation 2016/679;

- Law 34/2002, of 11 July, concerning Information Society and Electronic Commerce Services.
-

V. Modification of the General Terms

ESCAC may modify the General Terms by notifying the students in advance in order to improve the services offered through www.escac.com. It will be considered that this obligation to notify is fulfilled with the modification of the General Terms set forth on ESCAC's website. In any case, before using the services offered on the website, students are advised to consult the General Terms.

VI. Contract and right of withdrawal

The contracting process, that is, the formalization of registration, will be developed in line with the periods set in ESCAC 's academic calendar and through the online channels established for this process on ESCAC's website.

In order to complete enrolment, students must meet all the requirements set for enrolment on the corresponding course or programme. The requirements for enrolment are set out in the school's academic regulations.

ESCAC reserves the right to cancel the teaching of training programs due to low enrolment. If the training program is canceled for this reason, all enrolled students are notified so that they can choose between, either, the refund of the amount paid in terms of registration, or replacement by another training program . if the enrolment fees are more than initially paid, the student must pay the difference and, likewise, if the fees are less, ESCAC shall return the difference.

The student can exercise the right to withdraw from registration, without any justification or penalty, within a maximum period of fourteen (14) calendar days, counting from the date of submission.

To exercise the right of withdrawal, the student must make the corresponding request through the channels created for this purpose by the school.

The ESCAC reimburses the student the amount of the registration fee paid within a maximum period of thirty (30) calendar days, which are counted from the date of receipt of the corresponding application. The refund is made through a payment to the current account that the student will provide using the refund sheet.

In any case, the refund of the registration fee is conditional on the final confirmation of payment by the student.

Each enrolment will be personal and non-transferable and the rights arising therefrom cannot be transferred to another person.

The ESCAC does not assume any responsibility for the non-execution or delay in the execution of any of the obligations contracted under the General Terms if this lack of execution or delay was the result of a situation of force majeure or fortuitous event .

The student can make claims, suggestions or comments through the student service channels provided by the school.

VII. Payment

All ESCAC training programs can be paid for using one of the payment methods and policies indicated on the website or in the documentation provided.

It is reported that the fraudulent use of credit cards or the refusal of the collection operation for whatever reason will entitle ESCAC to terminate the contract for the course or program acquired, without prejudice to civil and criminal responsibilities corresponding

Non-payment of the enrolment fees, or any of the instalments, in the periods established for each payment method may lead to temporary suspension of a student's rights and, where applicable, cancellation of enrolment and any other effects this may have had. Students shall not have any rights to reimbursement, as stipulated in ESCAC's Economic Regulations.

ESCAC requires, as a prior condition for enrollment or the issuing of diplomas or certificates, the payment of the outstanding amounts for enrollment in any training program or academic year, and the corresponding late interest, if applicable.

ESCAC, as a subject bound by Law 10/2010, of April 28, informs that any operation suspected of being considered money laundering or financing of terrorism is communicated without delay to the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Infractions.

VIII. Use of the service and responsibilities

ESCAC does not guarantee the permanent availability of the services offered on the website, and is exonerated from any type of responsibility for possible damages caused by the unavailability of the services due to reasons of force majeure or errors in the telematic data transfer networks that are beyond its control.

ESCAC does not accept liability for the content of the links to other websites that are not owned by it and, therefore, cannot be controlled by it.

IX. Applicable law and jurisdiction

These General Terms and the legal relationships that may arise from their application and interpretation will be governed by the laws of Spain.

For all matters concerning the interpretation and application of these General Contract Terms, the parties submit to the courts of law of the city of Terrassa, waiving any other jurisdiction they may be entitled to.

X. Notices

All notices, summons, requests and other communications that must be made by the parties with respect to these General Terms will be made in writing and it will be considered that they have been duly made when they have been delivered by hand or sent by ordinary post to the other party's postal address or to its email address, or to any other postal or email address that each party may notify to the other party for such purposes.

XI. Severability

If any of the articles included in these General Terms should be declared partially or totally invalid or unenforceable, said invalidity or unenforceability will only affect the provision or part thereof that is invalid or unenforceable. The rest of the General Terms will remain in force, the affected provision or part thereof being considered as not written.