



# Terms of Use

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## DEFINITIONS

In these terms of use, the following terms shall mean:

**AIR MARINE INT:** Registered office at Camino de Can Feliu, 18, Postal Code: 08191 Rubí, Barcelona, (VAT number: B06899041), the company that owns the portal.

**Terms of Use:** The terms and conditions governing the legal relationship between AIR MARINE INT and the user, regarding the user's access and use of the portal.

**Terms of Contract:** The terms and conditions governing the electronic contracts for AIR MARINE INT services offered on its website, to which the user who decides to contract such products is subject.

**Portal:** The set of web pages located at the internet site (URL) <https://air-marine-int.com/>.

**Products:** The services offered through the portal for evaluation and/or acquisition by users.

**User:** The individual or legal entity that accesses and uses the portal.



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## 2. SERVICE PROVIDED

### 2.1 The Service

The service provided by AIR MARINE INT is to offer users access and free use of the portal to proceed with the payment for services to patients via AIR, LAND, AND SEA transport through the page named "PAYMENTS," which is located in the website's main menu. International clients, in particular, can make bank transfers through the installed virtual POS terminal.

Registration on the website is not required for making payments for services.

The user will be subject to specific conditions established for each service, such as payment for a particular service.

The user acknowledges and agrees that service purchases are transactions with AIR MARINE INT. The services offered on the portal include applicable taxes, if any. These prices are indicative and are subject to changes. Final prices will be confirmed at the time of booking the contracted services.

## 3. VIRTUAL POS SERVICE

### 3.1 Access

Access requires prior registration, which can only be done by AIR MARINE customers.

AIR MARINE customers choosing to pay through the portal must voluntarily provide the following information: Name, email, amount to pay, payment concept—details that will identify them as AIR MARINE customers. They will later need to enter all their banking information to proceed with the payment. The user will be responsible for providing all the personal information mentioned above, consenting to this information through the tab: I accept AIR MARINE's terms and privacy policies.

AIR MARINE INT customers must verify that their details are correct. If their email address is not included, they must enter it, as it is a necessary step for the process to continue.

The use of a user's email will be considered as being done on behalf of the user. In this regard, the user must immediately notify AIR MARINE INT, the owner of the portal, of any access restrictions, modifications, or cancellations of the email address or password they wish to make.



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Regarding the registration process on the portal, the user commits to providing current, complete, and truthful information and to update and keep it up to date throughout the use of the portal.

## **4. RIGHTS AND OBLIGATIONS OF USERS (registered or not)**

### ***4.1 User Responsibility***

The user is aware of and voluntarily accepts that the use of the portal occurs under their sole and exclusive responsibility. The user will be liable for any damages of any kind that AIR MARINE INT may suffer as a result of the breach of any obligations they are subject to under these terms of use or the law regarding the use of the portal.

### ***4.2 Compliance with Laws***

The user agrees to access and use the portal in accordance with the law, the terms of use, as well as generally accepted moral and good customs. Additionally, the user undertakes not to use the portal for unlawful or illegal purposes, harmful to the rights of third parties, or in any way that could damage or disable the portal or the rights of third parties.

### ***4.3 Non-Interference with the Portal***

The user expressly declares, warrants, and commits not to send, transmit, distribute, or publish material through the portal that: (i) restricts or prevents other users from using and enjoying the portal; (ii) is illegal, threatening, abusive, harmful, defamatory, hateful, racist, obscene, vulgar, offensive, pornographic, disrespectful of religions, or indecent; (iii) constitutes or may constitute acts that could give rise to civil or criminal claims; (iv) infringes, violates, plagiarizes, or violates the rights of third parties, including intellectual and industrial property rights; (v) contains viruses or other harmful components capable of interrupting, destroying, or limiting the functionality of any computer programs or equipment; (vi) the user is not authorized to transmit, and (vii) is unsolicited or subliminal advertising material, or (viii) contains false or misleading indications and instructions.

The user expressly declares, warrants, and commits to (i) not interfere with the portal or the servers connected to the portal and to comply with the requirements, systems, and procedures of the portal; (ii) not gain unauthorized access to other systems through the portal; (iii) not influence not threaten or coerce other users; (iv) not threaten or



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coerce other users; (v) not store or collect personal or professional data of other users; (vi) not act falsely and without authorization on behalf of other individuals or entities; (vii) not engage in practices that constitute unfair competition.

The user expressly declares, warrants, and commits not to display, sell, transmit, use, store, extract, or exploit personal or business names, addresses, phone numbers, fax numbers, email addresses, listings, prices, fees, or any other information related to the portal or its users.

#### ***4.4 Information on the Processing of Personal Data***

See Privacy Policy.

#### **5. MODIFICATION OF TERMS OF USE AND THE PORTAL**

AIR MARINE INT may modify and change the total or partial content of the terms of use available and accessible at the bottom of each page of the portal at any time. Navigating through the portal implies (i) acceptance of the portal's terms of use and (ii) such acceptance is permanent, constant, and ratified, and at any given moment, this acceptance is considered to refer to the terms of use in effect at that time.

#### **6. PROPERTY RIGHTS**

The user acknowledges and accepts that the portal and any software used in connection with it contain proprietary and confidential information protected by intellectual and industrial property laws. Without the express consent of AIR MARINE INT, the user may not modify, lease, lend, sell, copy, reproduce, transmit, distribute, or create derivative works based on the portal or its content. The user may not link the portal to another website, nor may they resell or redistribute any part of the portal or provide access to third parties.

No License: AIR MARINE INT does not grant any license or authorization to use any of its intellectual or industrial property rights, or any other rights related to the portal or its content.



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## 7. INDEMNIFICATION

The user shall defend, indemnify, and hold harmless AIR MARINE INT, its subsidiaries, directors, owners, employees, agents, collaborators, shareholders, business partners, and suppliers, from any and all liability, cost, damage, and expense incurred by them as a result of (i) the user's use of the portal, (ii) the user's breach of the terms of use, (iii) any dispute or litigation between the user and a third party, (iv) the infringement of third-party rights by the user.

## 8. GENERAL

### 8.1 Communications

All communications between AIR MARINE INT and the user shall be conducted via email: (i) when directed to AIR MARINE INT, at the email address [business@air-marine-int.com](mailto:business@air-marine-int.com), and (ii) when directed to the user, at the email address provided by the user.

AIR MARINE INT's response will depend on the volume of emails and messages received and the complexity of the issues raised, while always respecting the legally established deadlines. The correct functioning of email or messages, both in reception and transmission, is not guaranteed.

The data provided by the user in such email will be processed in accordance with the provisions of the current regulations on personal data protection.

### 8.2 Applicable Law and Jurisdiction

The portal and its terms of use shall be governed and interpreted by the laws in force in Spain.

AIR MARINE INT and the user will make all reasonable efforts to amicably resolve any dispute that may arise from, or be related to, these terms of use and/or the portal. For this purpose, claims can be submitted by phone, by mail, or through AIR MARINE INT's website.

In the event that the parties cannot resolve any dispute, the competent Judges or Courts in accordance with the applicable regulations shall have jurisdiction to resolve them.



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Furthermore, we inform you that, in accordance with Regulation (EU) 524/2013, you can access the online dispute resolution platform of the European Union at the following link: <https://ec.europa.eu/consumers/odr/>

### ***8.3 Assignment or Transfer***

The user's rights and obligations on the portal may not be assigned or transferred, in whole or in part, to third parties without the prior consent of AIR MARINE INT for this purpose.

The user hereby authorizes AIR MARINE INT to assign its rights and obligations on the portal to third parties, exclusively for the purposes indicated in the Privacy Policy section and always in accordance with the provisions of the LOPDCP.

### ***8.4 Conservation of the Legal Relationship***

If any clause of the portal or these terms of use is declared, in whole or in part, null or ineffective, the nullity or ineffectiveness shall only affect that provision, or the part of it, that is null or ineffective. The remaining clauses of the portal or the terms of use shall remain in force, and the affected provision, or the part of it that is affected, shall be deemed not to be in force, unless it affects the clauses or terms of use as a whole, being essential to them.

### ***8.5 Single Agreement***

The terms of use constitute the sole agreement between the parties regarding the subject matter of the legal relationship between them.



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## 9. DISTANCE CONTRACTING OF AIR MARINE INT SERVICES

### 9.1.1. Access to the Terms

These Distance Contracting Conditions are always available to Users and can be accessed in the footer of the portal. These conditions may be modified at any time, which is why it is recommended that users read them regularly.

Users must read and review these conditions each time they purchase a product and/or service. It is impossible to purchase any product and/or service without first accepting these Conditions and the Privacy Policy, as well as the conditions applicable to the specific contract for the product and/or service being purchased.

### 9.1.2. Information about Distance Contracting

In compliance with the current regulations regarding distance contracting, the following information is provided:

#### *a) Procedures to be followed to enter into the contract:*

The user must complete the corresponding form with their personal data. The personal data requested are subject to the regulations on the protection of personal data, and submitting this form constitutes unequivocal proof of their consent to the service contract, or, in the case of services subject to deferred contracting (subject to scoring, risk analysis, etc.), unequivocal proof of their request for contracting. The data processing regime will be specified in the Privacy Policy.

After the contracting process is completed, the user will receive an email at the address provided within a maximum period of twenty-four (24) hours. This email will inform them of the contracted and/or requested service and will include a link to the contractual conditions applicable to the contracted service. It is recommended to print and/or download these conditions, as they may be subject to subsequent modifications. The latest applicable contractual conditions will be maintained on the portal.



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The confirmation of the contract by AIR MARINE INT to the User through any means of communication will imply the formalization of the contract in accordance with the provisions of Article 1,262 of the Civil Code. The activation of the service purchased by the User will take place as specified on the respective page for each service and according to the information provided by AIR MARINE INT to the user in each case.

In the case of services subject to deferred contracting (subject to scoring, risk analysis, etc.), the user will receive information about the status of their application. Finally, if their application is accepted, they will receive a purchase confirmation, which will formalize the contract in accordance with the provisions of Article 1,262 of the Civil Code.

### *b) Archiving of the Electronic Document Formalizing the Contract:*

The email will be archived by incorporating it into a database.

### *c) Technical Means Provided to the User to Identify and Correct Errors in Data Entry:*

The user can identify and correct their data by sending an email to the email address specified in each case.

### *d) Language in Which the Contract Can Be Formalized:*

The user can fill out the form, access, and receive the contracting conditions in English.

The price, payment method, delivery times, warranties, and returns for the services are specified on each product and/or service page being contracted.

The user can print their contracting conditions at any time or download them to their computer.

The user's position in the electronic contract cannot be assigned or transferred, in whole or in part, to a third party without the prior consent of AIR MARINE INT.





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### **9.1.3. Services**

The services offered by AIR MARINE INT are accessible on the portal.

### **9.1.4. User Responsibility**

The user understands and agrees that accessing and using the Portal, as well as selecting and processing services, is done freely and after being duly informed of the contracting conditions.

Therefore, exercising their freedom and autonomy, the user is responsible for fulfilling the commitments made in the electronic contracts they enter into. They also assume responsibility for the acts and contracts that AIR MARINE INT may enter into with suppliers and third parties in order to fulfill the placed and accepted order.

### **9.1.5. User Rights**

By fulfilling their commitments, the user acquires the right to receive the product and/or service under the terms and conditions specified in the Contracting Conditions.

### **9.1.6. Commercial Warranty and Consumer Rights**

For services, they are guaranteed in accordance with the specific regulations applicable to them. In cases where there is no specific regulation, the guarantee period will be 6 months from the completion of the last activity constituting the provision of the service.

### **9.1.7. Right of Withdrawal**

In accordance with the current regulations on consumer protection, users who contract at a distance have the right to withdraw from the contract within a period of 14 calendar days from the provision of services.

The right of withdrawal will not apply to service contracts whose execution has begun, with the consumer and user's agreement, before the end of the 14-day period.



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### ***9.1.8. Exemption of AIR MARINE INT's Responsibility***

AIR MARINE INT is not responsible for interruptions in the electronic contracting service that may arise from events beyond its organization's control, especially those originating or caused by the communication networks through which the Portal operates and is managed, as well as the email communications.

### ***9.1.9. Duration of the Service***

AIR MARINE INT reserves the unilateral right to cancel the electronic contracting of any of its services at any time without prior notice.

### ***9.1.10. Payment Methods***

Payment must be made using VISA and MasterCard cards with the REDSYS system.

AIR MARINE INT states that it does not have access to, nor does it store sensitive payment data used by the user. Only the entity processing the payment has access to this data for payment and collection management.

The payment process operates on a secure server using the TLS (Transport Layer Security) protocol. It is a cryptographic protocol that provides secure communication over the Internet, ensuring that data transmitted to AIR MARINE INT is encrypted, preventing its reading or manipulation by third parties.

In the case of services subject to deferred contracting (subject to scoring, risk analysis, etc.), the user will receive information about the status of their application. If the application is not accepted, AIR MARINE INT will communicate this to the user and, if applicable, proceed with the refund of the amount paid by the user.