

Order Form - General terms & conditions for publicity promotion

The said general conditions regulate the related contract for the services acquired that:

ITS Group, S.A. (*International Technology Systems*) from here onwards ITS offers through its web site: opengolfeurope.com from here onwards OGE as a common site between companies that publicise their services and products and users of the same site.

The Client must adhere to the said general conditions of the contract for the use of ITS services including the rules of use and conditions stipulated in the conditions of the use of ITS services publicized in the web site www.opengolfeurope.com

FIRST.- Aim and description of ITS services

The aim of the said contract:

- 1.1 ITS services related to the management of advertising and informative spaces, according to the specified document: **Publicity Promotion Contract.**

SECOND.- Price and payment conditions.

- 2.1. Upon taking on the services the Client will pay ITS the stipulated price indicated in the "Publicity Promotion Contract" in the section of conditions of payment.
- 2.2. The Client must be punctual in making all payments.
- 2.3. Prices will be applied that are stipulated in the PPC and will be valid in future renewals.
- 2.4. The declaration of conformity and acceptance of the said conditions, as stipulated in the "Publicity Promotion Contract" and on behalf of the Client will imply the process and obligation of payment by the Client.

THIRD.- ITS responsibility.

- 3.1 ITS will carry out and implement all successive technical improvements to the services.

Fourth.- Obligations, declarations and guarantees.

- 4.1. The Client declares that the use of ITS services in the web site does not implicate any illegal activity or infringe against the image of ITS, OGE or third persons.
- 4.2. The Client declares and guarantees that the inclusion of a logo of the company (*in the case of the contracted service being included in this service*) in whatever means does not infringe or breach any legal obligation or commitment by third persons.
- 4.3. All information supplied to ITS by the Client must be totally truthful. As a consequence the Client guarantees the legitimacy of all data that has been passed on as a result of the completion of the necessary forms for the subscription of services. At the same time it is the responsibility of the Client to keep all information permanently up to date and adapted to the actual situation of the Client at all times, in those contracted web sites. In any case the Client will be totally responsible for the declarations made, true or false, and any damage caused to ITS and its users by any unjust causes.

FIFTH.- Prohibition of granting or the resale of the contract and change of conditions.

- 5.1 The Client can under no circumstances resale, transfer or give away the actual document neither the rights derived from this document. Any type of resale, transfer or surrender by the Client of the actual document or his rights will be automatically terminated and ITS holds the right to dissolve the said contract.
- 5.2 Both parties must at all times inform of any changes that could influence the said contract.

SIXTH.- Enforcement, initiation and extension of the services.

- 6.1 The said document will come into force from the moment the Client states compliance and acceptance of the said Conditions. It will be fully understood that after duly signing the "Publicity Promotion Contract" the Client will have declared the compliance and acceptance of this document.
- 6.2 The service will be initiated from the moment ITS activates the contracted services after receiving notification of acceptance.
- 6.3 The duration of this said contract is one (1) year minimum.

SEVENTH.- Copyright.

- 7.1 The contents and platforms of publications and Web sites of ITS, are protected by the laws and legislation of copyright.
- 7.2 Both parties shall immediately inform one another of any infraction of copyright that might come to their knowledge and take adequate action in the defence of those rights.

EIGHTH.- Causes of settlement.

- 8.1 Either party could settle the said contract in the supposed case that the other party ceases the activities of the company or by serious breach of neglect of the other party of any of the obligations for which are stipulated in the said contract.
- 8.2 ITS has the right to settle the said contract in the case that the Client does not fulfil payment, and if within (10) calendar days the due payment is not resolved as from the date of expiry, ITS will notify the settlement of the contract to the e-mail address of the Client.
- 8.3 ITS has the right to settle unilaterally the said contract in the case that the Client does not fulfil any of the obligations indicated in the actual conditions. The use of rules and conditions of the service and the non payment within the stipulated (10) calendar days, as from the expiry date or from the knowledge of the said breach, ITS will suspend all services.
- 8.4 In the case of a settlement of the actual contract on behalf of ITS as a consequence of the non fulfilment of the Client's obligations aforementioned, the Client should comply to the overdue amounts for the services supplied by ITS up to date.

NINTH.- Applicable jurisdiction law.

- 9.1 The said contract is governed by the Spanish legislation which shall be applicable in relation to its legitimacy, interpretation, enforcement and fulfilment. Any discrepancy proceeding from the interpretation of the said contract will be submitted to the courts of law in Barcelona city, resulting in the renouncing, explicitly of intrinsic jurisdiction for both parties.

TENTH.- General contract conditions.

- 10.1 It is hereby recorded that the said contract incorporates general conditions predisposed and accepted by both parties.
- 10.2 The Client hereby declares to have fully read and accepted the said General Conditions. Likewise the Client declares to understand and accept the economical conditions that are in force from the moment of subscription of the above mentioned services



Date and signature:



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