

**WEB: General contract conditions**



**GENERAL CONTRACT CONDITIONS**

These conditions regulate the relationship between EL OBRADOR DE LO REAL SLU (hereinafter, "the Provider") and the users of the docthinks.com website, as well as any other communication channel enabled by the Provider. These conditions will be binding from the moment the user completes their registration on the platform and, where applicable, makes an economic transaction.

The Provider, committed to transparency and clarity in its commercial relationships, recommends that users carefully read these conditions before purchasing any of the programs, products or services offered.

Given the digital nature of the services, the Provider acts in accordance with the applicable regulations on electronic commerce, digital contracting and consumer rights, respecting at all times the legislation in force in the territory where it operates, as well as the relevant international conventions.

## **1. PROVIDER IDENTIFIER**

In accordance with the provisions of Law 34/2002, on Information Society Services and Electronic Commerce (LSSICE), the following information is provided:

- Trade name: DOCTHINKS
- Owner: EL OBRADOR DE LO REAL SLU
- NIF: B04974010
- Registered office: Passatge Guillem de Torrella 1, 2ºG, 07002 Palma (Balearic Islands)
- Email: info@docthinks.com

## **2. ACCEPTANCE AND ACCEPTANCE TEST**

To access the subscription to the DOCTHINKS Community, offered by EL OBRADOR DE LO REAL SLU in the Basic, Academy or Pro modalities, the user must provide the information required for registration and subscription through the platform or the private area of the docthinks.com website.

The information provided must be accurate, complete and up-to-date at all times. Any inaccuracy in the data provided may lead to the suspension or dissolution of the contractual relationship with the

Provider.

From the moment the user completes the registration and activates their subscription, they acquire the status of member of the Community.

### Subscription Validation

Subscription validation implies that the user:

- You have read, understand and accept these general conditions.
- It is a person with legal capacity to contract.
- You assume the obligations and rights derived from your membership, according to the selected modality (Basic, Academy or Pro).

Unless proven otherwise, the data recorded during the registration and subscription process constitute proof of the set of transactions carried out between the Provider and the user.

Once the subscription is confirmed, and within a maximum period of 24 hours, the Provider will send the user an email confirming their membership. If errors are detected in the data reflected, the user may request its correction or cancellation of the contract under the terms established in these conditions.

## 3. OBJECT OF THE CONTRACT

The purpose of this contract is to regulate the contractual relationship between EL OBRADOR DE LO REAL SLU (hereinafter, "the Provider") and the users of the DOCTHINKS Community, established through the subscription process through the docthinks.com website or other channels enabled by the Provider.

Subscription implies acceptance of these general conditions and gives access to the Basic, Academy or Pro membership modalities, depending on the option selected by the user during the registration process.

### A. Description of Services Offered

Users may subscribe to the DOCTHINKS Community in one of the following ways:

1. Basic Mode (Free):
  - Access to interviews.
  - Access to the pedagogical itineraries, but without being able to watch the videos.

2. Academy Modality (Single payment of €50):

- Access to interviews.
- Access to videos of pedagogical itineraries.
- Creation of a profile in the Community.

3. Pro Modality (Single payment of €100):

- Access to interviews.
- Access to videos of pedagogical itineraries.
- Creation of an expanded profile in the Community.
- Possibility of contacting other people in the Community.
- Ability to post content to the Community.

The specifications and prices indicated in this document are those in force at the time of writing. However, if other specifications or prices are indicated on the docthinks.com website or in the registration process, those published on the website and appearing at the time of contracting will prevail.

## B. Exclusive Character of the Community

The DOCTHINKS Community is aimed at professionals, students and people interested in the audiovisual and film industry, providing a space for dissemination, learning and collaboration within the sector.

It is not required to prove specific training or experience to access the Community in any of its subscription modalities. However, the use of certain functionalities, such as uploading projects, is reserved for producers or directors, who must ensure that they comply with the requirements indicated in these conditions and in the applicable regulations.

This model guarantees that DOCTHINKS is a safe, professional and enriching space, promoting interaction between its members and access to quality content within the audiovisual field.

## C. Community Rules

By subscribing to any of the DOCTHINKS Community modalities, members agree to act in good faith and agree to comply with the following rules, the objective of which is to maintain a respectful, professional and collaborative environment:

### Respectful Interaction:

- All members must interact with honesty, professionalism and respect.

- Comments or messages to Community members must be constructive, valuing the opinions and experiences of others.
- Comments or messages that are offensive, discriminatory, aggressive or constitute harassment will not be tolerated.

Relevance of the Contents:

- The content shared in the Community must be related to the audiovisual and cinematographic field and contribute to an environment of learning and collaboration.
- Sharing explicit, violent, illegal or copyright-infringing content is strictly prohibited.

Confidentiality:

- Members must respect the privacy of experiences and content shared by other users.
- It is not permitted to disclose personal information outside the Community without the express consent of the affected party.

Report of Inappropriate Behavior:

- Any user who observes inappropriate behavior or content that violates these rules must report it to the DOCTHINKS moderators.
- The Provider may moderate, edit or delete inappropriate content and, in serious cases, expel users who fail to comply with these rules.

Responsibility of Contents:

- Each user is responsible for their own comments and posts.
- DOCTHINKS is not responsible for the opinions of members, but will act diligently on any violations.

Copyright and Intellectual Property Rights:

- All materials, whether written, audiovisual or of any other nature, shared by the Provider or members of the Community, are protected by copyright.
- The reproduction, distribution, public communication, transformation or any other form of exploitation of these contents is prohibited without the prior written consent of the rights holder.

These standards guarantee that DOCTHINKS is a safe, professional and collaborative space, promoting mutual respect and the joint growth of the Community.

#### D. Languages

The DOCTHINKS website, as well as the contents and resources of the Community, are available in Spanish, Catalan and English.

These General Contract Conditions and other legal texts will also be available in these three languages. In case of discrepancy between the versions, the Spanish version will prevail as the main reference for the interpretation of the terms and conditions.

#### E. Prices and Taxes

The price of each of the subscription modalities offered by DOCTHINKS will be communicated by the Provider before completing the subscription process, through the docthinks.com website.

The Provider reserves the right to modify the current prices at any time and at its sole discretion, so it is recommended to verify the updated information before completing the contract.

In any case, any price modification will only affect new contracts, unless a variation is expressly communicated to users already subscribed to payment methods, in which case they may terminate the subscription if they do not accept the new conditions.

Subscription prices include Spanish VAT. However, the final price may vary depending on the applicable tax rate depending on the user's country of residence and the nature of the contracted services.

In accordance with the provisions of Law 37/1992, of December 28, on Value Added Tax, and European Directive 2008/8/EC, the operation may or may not be subject to VAT depending on factors such as the country of residence of the user, their status as an individual or professional/company and the nature of the contracted service, if it is considered exempt from VAT (for example, certain training activities).

Therefore, in some cases, the final price could differ from that initially published on the sales page.

#### F. Accepted Payment Methods

Payment for the Academy and Pro subscription modalities offered by DOCTHINKS will be made exclusively through the PayPal payment platform, which guarantees secure and efficient management of payment data.

Payment will be made as a single payment, without automatic renewals or recurring charges. The user must complete the transaction at the time of subscription, and access to the Community functionalities will be activated after confirmation of payment.

Users are responsible for ensuring that their PayPal account is operational and has the necessary funds to complete the transaction. In case the payment is not completed correctly, the subscription will not be activated.

#### G. Hiring Process

The services and subscription modalities offered by DOCTHINKS may be contracted electronically through the docthinks.com website and the enabled payment platform.

To register for any of the subscription modalities (Basic, Academy or Pro), the user must complete the registration form and, in the case of payment modalities, proceed to pay the corresponding amount through PayPal.

It is not required to prove specific training or experience to access the Community in any of its modalities. However, the use of certain functionalities, such as uploading projects, is reserved for producers or directors, who must ensure that they comply with the requirements indicated in these conditions.

Once the registration process is completed and, where applicable, payment has been confirmed, the user will receive a confirmation email with the details of their subscription and access to the functionalities corresponding to the chosen modality.

#### 4. DURATION OF THE CONTRACT

The contract will be valid from the moment the user accepts these conditions and, if applicable, completes the corresponding payment, extending indefinitely as long as the DOCTHINKS project remains active.

Since access to the Academy and Pro modalities is obtained through a single payment, there are no automatic renewals or periodic charges.

Access to the services will end in the event that the DOCTHINKS project ceases its activity, without generating the right to compensation or reimbursement for users.

Furthermore, the contractual relationship may be terminated early in the following cases:

- For breach of contractual obligations by the user, including the obligation to comply with Community standards.
- By mutual agreement between the parties.
- Due to cessation of the Professional activity of the Provider or the declaration of bankruptcy or insolvency of the Provider.
- For any other reason for resolution recognized in current legislation.
- By requesting to unsubscribe, at any time after signing up. This unsubscribe will not entitle you to a full or partial refund of the amount paid. In the event of voluntary unsubscribe, all information associated with the user will be deleted, including their user profile and any mention of them as director, producer, or staff member in the work or project listings within

the platform. If the user has uploaded projects or works to the DOCTHINKS platform, these will also be removed from the Community.

The early dissolution of the contract will entail the loss of access and rights to the contracted services, without implying the right to reimbursement, except in the cases provided by law.

The fact that the Provider does not immediately allege a cause for termination will not imply the waiver of its right to assert it later. The Provider may invoke said non-compliance at any time within the applicable legal deadlines to terminate the contract and exercise the corresponding actions, in accordance with these conditions and current regulations.

## 5. RIGHT OF WITHDRAWAL

In accordance with the General Law for the Defense of Consumers and Users (Royal Legislative Decree 1/2007, of November 16), users have a period of 14 calendar days from contracting to exercise their right of withdrawal and cancel their subscription without the need for justification or penalty.

However, this right will not be applicable once the user has accessed the digital content included in the subscription, in accordance with the exceptions established in current regulations.

If the user has not had access to the content and wishes to exercise their right of withdrawal within the indicated period, they must send an express request to [info@docthinks.com](mailto:info@docthinks.com), indicating their name and surname, the product purchased and the withdrawal request.

Likewise, if the subscription has been contracted for a purpose related to the user's professional activity (company, trade or profession), the user will not be considered a consumer for the purposes of the General Law for the Defense of Consumers and Users. In these cases, the right of withdrawal will not be applicable in any case.

## 6. LEGAL WARRANTY AND RESPONSIBILITIES

The digital content offered by DOCTHINKS is covered by a two-year legal guarantee against possible lack of conformity, in accordance with the provisions of the General Law for the Defense of Consumers and Users (Royal Legislative Decree 7/2021, of April 27).

If the lack of conformity appears within the first year from the delivery of the digital content, it is presumed that the defect already existed at the time of delivery, unless the contrary is proven or when this presumption is incompatible with the nature of the product or the defect.

If the lack of conformity appears after the first year, it will be up to the user to demonstrate that the defect is of origin so that the legal guarantee is applicable.

To access warranty assistance, it will be necessary to present the corresponding purchase invoice.

Any incident, clarification or claim must be communicated via email [info@docthinks.com](mailto:info@docthinks.com), indicating:

- Name and surname.
- Description of the incident or lack of conformity.
- Proof of purchase (invoice or receipt).

## 7. EXCLUSION OF LIABILITY

DOCTHINKS does not guarantee the continuous and uninterrupted availability of the services offered and will not be responsible for any possible damages resulting from their interruption, technical failures or expectations generated by users when these are a consequence of:

- Causes beyond the control of the Provider or situations of force majeure or fortuitous event.
- Breakdowns or problems caused by incorrect use of the services by the user or third parties.
- Scheduled stops or alterations in the content carried out for maintenance or agreed updates.
- Viruses, computer attacks or actions of third parties that totally or partially limit access to the services.
- Problems arising from incorrect or poor functioning of the Internet.
- Other unforeseeable or unavoidable circumstances.

The user agrees to assume, within reasonable limits, these circumstances, expressly waiving claims against the Provider for possible failures, errors or interruptions in the use of the contracted services.

Furthermore, DOCTHINKS expressly disclaims liability in the following cases:

- Inappropriate or bad faith use: It will not be responsible for errors or damages caused by the negligent, inappropriate or bad faith use of the services by the user.
- Communication problems: Will not be responsible for lack of communication when this is attributable to errors in the email provided by the user or to false data provided during registration.
- Unmet personal needs: It does not guarantee that the services offered meet the expectations or specific personal needs of each user, nor will it be responsible for damages resulting from their improper use.

DOCTHINKS acts as a platform for dissemination, learning and networking in the audiovisual industry, providing tools and spaces for interaction between members of the Community.

The Provider does not assume any responsibility for collaborations or professional relationships that may arise between users of the Community, nor does it guarantee the adaptation of the content or materials shared to the specific regulations of each country.

Users are advised to consult with legal advisors in their jurisdictions before engaging in projects or collaborations that may involve legal, tax or employment obligations.

## 8. CONFIDENTIALITY

All information and documentation used during the contracting, development and execution of the services offered by DOCTHINKS will be considered confidential. This includes, but is not limited to, personal data, text, images, videos or other content shared between users and the Provider under this contract.

Information that:

- Is in the public domain or becomes so without breach by any of the parties.
- It was already in the possession of one of the parties before having been provided by the other.
- Has been acquired legitimately and free of restrictions from sources other than the other party.
- Be disclosed by any of the parties with respect to itself.
- It must be revealed by legal mandate, judicial resolution or act of competent authority.

Both DOCTHINKS and the users undertake to maintain the duty of confidentiality indefinitely, even after the end of the contract.

In particular, all information received from users, including images, texts, videos or other data, will be treated with the utmost confidentiality. The transfer of this information to third parties is prohibited without the express consent of the user and only for the specific purpose for which it was collected.

Any failure to comply with this obligation will give rise to appropriate legal action, including the right to claim damages.

## 9. DATA PROTECTION

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016 (RGPD), and Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), users are informed about the processing of their personal data in accordance with the following:

Responsible for Treatment

- Identity: EL OBRADOR DE LO REAL SLU (DOCTHINKS)
- Email: [info@docthinks.com](mailto:info@docthinks.com)

Purpose of Treatment

The personal data provided by users will be processed for the following purposes:

- Manage the contracting of services and the contractual relationship derived from the subscription.
- Facilitate access and use of the platform and services associated with the different subscription modalities (Basic, Academy and Pro).
- In the case of Pro subscribers, the contact data will be visible to other users of the same modality, allowing interaction within the Community.
- Communicate news, updates and content related to the contracted services.
- Comply with applicable legal obligations.

#### Legal Basis of Treatment

The processing of personal data is based on the following legal bases:

- Execution of a contract: Management of the subscription and access to the contracted services.
- Compliance with legal obligations: Tax, administrative and data protection obligations.
- Legitimate interest: Sending commercial communications about services similar to those contracted, in accordance with article 21.2 of Law 34/2002, on Information Society Services and Electronic Commerce (LSSICE).

Users may object to processing based on legitimate interest at any time by sending their request to [info@docthinks.com](mailto:info@docthinks.com).

#### Duration of Treatment

Personal data will be kept for the time necessary to fulfill the purpose for which it was collected and as long as there are legal requirements that require its custody. When they are no longer necessary, they will be deleted or anonymized with appropriate security measures.

#### Transfers to Third Parties

The data will not be communicated to third parties, unless legally required or necessary for the provision of the service.

#### Exercise of Rights

Users have the right to:

- Access your personal data and obtain information about your treatment.
- Rectify inaccurate or incomplete data.
- Delete your data when it is no longer necessary for the purposes for which it was collected.
- Limit the processing of your data in certain circumstances.
- Oppose the processing of your data for reasons related to your particular situation.
- Request the portability of your data to another data controller.

To exercise these rights, users can send a written request, attaching a copy of their identity document, to the email [info@docthinks.com](mailto:info@docthinks.com).

Likewise, they have the right to file a claim with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)) or to the data protection authority of your country of residence if you consider that your rights have not been respected.

#### Commitment to Data Protection

DOCTHINKS declares that the data protection actions described in these conditions are sufficient to guarantee that the processing of users' personal data is carried out in accordance with the standards established in the applicable international regulatory instruments, in general.

Specifically, these measures are in accordance with the requirements of the General Data Protection Regulation (GDPR) of the European Union and comply with the requirements established in the California Consumer Privacy Act (CCPA), ensuring the protection of the privacy rights of users, regardless of their geographical location.

## 10. INTELLECTUAL PROPERTY AND PROHIBITIONS

The content, materials, and resources provided as part of DOCTHINKS services and subscriptions constitute original works protected by Spanish Intellectual Property Law, as well as by applicable international regulations and conventions. The intellectual property rights over such content belong exclusively to EL OBRADOR DE LO REAL SLU or, where applicable, to third parties that have authorized their use on the platform.

Any form of reproduction, copying, distribution, public communication, making available, transformation, or any other form of exploitation of the platform's content without the express written authorization of the Provider is expressly prohibited. In particular, copying or storage on any physical or digital medium, retransmission, broadcasting, or dissemination by any means, the use of unauthorized databases for the compilation of content, and any other use that infringes intellectual or industrial property or image rights regulations are prohibited.

By registering on the platform and uploading any content, whether their own or that of a third party, Community members represent and warrant that they possess the necessary rights to said content and that they are fully authorized to use and publish it on DOCTHINKS. In the case of third-party content, they warrant that they have the necessary authorizations from the rights holders for its publication and dissemination within the Community.

Furthermore, members grant DOCTHINKS the exploitation rights necessary for the publication of the content on the platform and its use within the framework of the services provided. This assignment includes, but is not limited to, reproduction rights for the storage and archiving of the content on the platform's servers, public communication rights to allow access within the Community, distribution rights for internal dissemination and on associated social networks, and transformation rights to the

extent necessary to adapt the content to the technical formats required by the platform.

This assignment is granted on a non-exclusive basis, for the worldwide territory and for the maximum period of time permitted by law. The Provider is authorized to assign or sublicense these rights to third parties when necessary for the provision of the platform's services, the dissemination of content, or the promotion of the project.

Members who publish content in the Community assume full liability for any third-party claims of intellectual property infringement, and DOCTHINKS is not liable in this regard.

Failure to comply with the provisions set forth in this clause may result in the adoption of appropriate legal measures, including the removal of the infringing content, the suspension or termination of the account of the responsible user, and, where appropriate, compensation for any damages caused.

## 11. EUROPEAN CONSUMPTION REGULATIONS

The European Commission makes available to consumers an online platform for the alternative resolution of disputes arising from commercial transactions carried out by electronic means, in accordance with current consumer legislation.

As responsible for an online service sales channel, DOCTHINKS informs users of the existence of this platform. In the event of disputes to which the use of this tool is applicable, users can access it through the following link:

<http://ec.europa.eu/odr>

This platform can only be used by consumers who reside in the European Union and whose dispute arises from an online contract with a professional also established in the European Union.

## 12. JURISDICTION AND APPLICABLE LAWS

Any controversy arising from the contracting of the services offered by EL OBRADOR DE LO REAL SLU (DOCTHINKS) will be governed, in general, by Spanish legislation, unless specific regulations establish the application of other legislation depending on the place of residence of the user or the circumstances of the contract.

Regarding jurisdiction, the parties agree to submit, expressly waiving any other jurisdiction that may apply to them, to the Courts and Tribunals of the judicial district corresponding to Palma de Mallorca (Spain), unless a special law determines another competent jurisdiction.

These Conditions have been last updated on 03/18/2025.

**Annex 1. WITHDRAWAL FORM**

Attn: [PROVIDER NAME]

Address: [PROVIDER ADDRESS]

Email: [MAIL PROVIDER]

I hereby inform you that I am withdrawing from my contract of.....

Product/Service Name:

Ordered on:

Received on:

**CONSUMER DATA**

Name and surname:

CIF/NIF/NO:

Home:

Telephone:

Email:

In \_\_\_\_\_ on \_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_.

Business: *Signature of the consumer and user (only if this form is presented on paper)*