

# Terms and conditions of use

The following conditions regulate the access, navigation and use of the contents arranged in its different sections, as well as various issues related to commercial and sales relations between the owner of the North World Sim® / NWS® trademark (hereinafter, "the COMPANY") and its customers, from the order and payment process to the effective delivery of the products, including the recognition and procedure for the attention of the rights and responsibilities of both parties.

Last revision/modification: January 3, 2022.

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## **1. Legal identification**

The website of the COMPANY, located in the domain [www.nwssim.com](http://www.nwssim.com), has been created and provided with content by its owner and administrator whose identification is specified below:

Owner: Jon Elgezabal Moreno

Legal Form: Self-employed entrepreneur.

TAX ID: 78921988H

Registered Office: Gamiz Bidea, 61. 48100. Mungia. (Bizkaia). Spain

Tax Data: Heading IAE: 16592 – Retail trade of office furniture and machines -

## **2. Object and Acceptance**

### **Object**

Scope of contents and commercial offer of the COMPANY's website for acceptance by users and potential customers.

### **Acceptance**

Access to the company's website and its contents implies the acquisition of the consideration of user of the same, requiring the careful reading and consideration of the terms and conditions listed in this section, without prejudice to the use of mechanisms for demanding express acceptance for the processing of requests for information, purchase or payment orders, processing of complaints, allegations or claims through its e-commerce platforms, contact forms or email addresses.

In case of lack of understanding, objection or disagreement with any of the terms and conditions in this section, we ask the user to contact us to request the information or clarifications he deems appropriate, or to desist from continuing to browse or use its sections, contents, catalog and electronic commerce functions.

## **3. Conditions of Access**

The website under the trade name North World Sim® / NWS® is located in the domain [www.nwssim.com](http://www.nwssim.com) and hosted on server, as detailed under the heading "Computer Security" [see], and is accessible 24 hours a day, 7 days a week, subject however to periodic maintenance tasks necessary to ensure proper and safe operation.

Access to the COMPANY's website and its contents and commercial offer is made through the user's device, connected to a telecommunications network in accordance with the communications protocols currently in use on the Internet.

Access is free of charge except for possible connection costs contracted in a particular way between users and the access provider through the telecommunications network.

Users and potential commercial customers of the COMPANY must be in possession of the age of majority or have sufficient legal capacity and to act sufficient to be bound by the general conditions governing access and use of the COMPANY's website and its contents, as well as for the realization of purchase orders and payment of payments through its virtual catalog and electronic commerce platform.

The owner and administrator of the COMPANY's website will carry out the control, maintenance and testing operations necessary to guarantee its availability and correct operation, informing of it by means of a message published on the main page and its sections in case of temporary cancellation or suspension and its possible duration.

The rights of access and use to the contents and benefits of the COMPANY's website are non-transferable and non-exclusive.

## 4. Terms of Use

The website of the COMPANY is made accessible to the public exclusively for the purposes of exhibition, advertising and commercial offer of hardware components and specific materials for Simracing from its own creation, including designs and structures manufactured in our own workshop according to the preferences and specifications of each client, with supply to teams, organizers of competition events and individuals.

Users of the COMPANY's website and customers of its e-commerce platform are obliged to respect the general terms and conditions in this section, as well as the instructions and special warnings, in the use of its constituent elements and contents, as well as to carry out a diligent, correct, logical and lawful conduct in accordance with the law, morality, generally accepted good customs and public order according to Spanish and international law applicable in your case.

### Limitations and Prohibitions

Users of the COMPANY's website undertake to avoid the following uses and actions:

1. Uses contrary to the law, morality, generally accepted good customs and public order according to Spanish and international law applicable in each case. In particular, the use of any content, information, structural, graphic, design or programming element incorporated into the COMPANY's website that, in any way:
  - a) Violates or impairs fundamental rights or public freedoms.
  - b) Induces, promotes or facilitates the commission of acts classified as criminal, denigratory, infamous or violent in nature.
  - c) Induces or promotes discriminatory thoughts, attitudes, or acts based on race, color, age, gender, sexual orientation, physical or mental disability, religious beliefs, or political opinion, nationality, or marital status.
  - d) Promotes or facilitates access to products, materials or messages or services classified as criminal or outside of legitimate commerce.
  - e) Violates professional or business secrets of third parties.
  - f) Violates the regulations on secrecy of communications.
  - g) It constitutes damage to the honor, personal and family privacy or the image of the COMPANY, its owner and administrator, its consumers and users or third parties, or undermines the credit of both parties.
  - h) Constitutes an act of illegal or misleading advertising, or contrary to the regulations of defense of unfair competition or consumers and users.
2. Uses that, based on the programming structure or technical elements of operation of the COMPANY's website, may result in your detriment or the commercial company

you represent, its owner and administrator, its users, customers or third parties.

Concretely:

- a) Use of systems or methods that overload, damage, deteriorate or disable the server and computer systems in which the COMPANY's website is hosted and receives its operation, or any computer system or programming used in its access and correct operation.
  - b) Use of techniques or methodologies for the manipulation or unauthorized editing of the contents of the COMPANY's website, or that alter its organizational or navigation structure.
  - c) Insertion, storage or distribution of applications, programs or electronic or physical systems using the programming of the COMPANY's website potentially harmful to the equipment and devices of its users or third parties.
3. Uses contrary to the regulations on intellectual and industrial property, and more specifically to the terms and conditions described under the title "Limitations and Prohibitions" under the heading on intellectual and industrial property rights [see].

The users of the website of the COMPANY will respond to its owner and administrator, and to third parties, for any possible damage or harm derived or that could derive from uses or actions contrary or specifically prohibited by the limitations and prohibitions of use described in this section.

In any case, the owner and administrator of the COMPANY's website reserves the right to inform the competent authorities and third parties that may be affected or harmed.

#### **Reception and Registration of Data and Information**

The COMPANY's website offers contact forms and email addresses for the receipt of requests for information and inquiries, as well as complaints and claims related to its contents and commercial offer.

In addition, the realization of purchase orders and corresponding payment of payments also requires the provision of personal data for the identification of the buyer and the correct processing of his order, of the possible incidents, claim and complaints that may arise after its completion, and of the fulfillment of billing and accounting obligations associated with this commercial activity.

This last use, as part of an order or commercial transaction of the website, incorporates the option of registration of customer user account, allowing subsequent access to the system by username and password for the visualization and edition of any data or information regarding the operation or operations available in the history stored in the database, including invoices and proof of shipment.

Regardless of the terms and conditions on personal data described in our Privacy Policy, users must understand the importance of respecting the authenticity and veracity of the data, information and statements that they consider convenient to communicate through such means, and to keep them updated as much as possible regarding their situation and the specific contractual relationship or agreement that they have initiated or processed with the owner of the COMPANY's website.

Without prejudice to the circumstances of the specific case and the obligations of due diligence and good faith that fall on the owner and administrator of the website of the COMPANY regarding the data and information received in its system, the sending user is responsible for the falsehood, inaccuracy, incorrectness, lack of relevance or updating of the data or information provided, as well as the damages, consequential damages, lost profits, losses or concepts that may arise for you and that of the owner and administrator of the WEBSITE of the COMPANY, and / or third parties.

### **Web Links**

The reality of the operation of search engines and directories on the Internet, and the importance of maintaining a good reputation and results offered to its users, require special attention to the importance of links (also known as hyperlinks, hyperlinks, hypertext, "hyperlinks", links or "links") to and from other websites for promotional purposes in terms of number of visits by users potentially interested in the contents and commercial offer developed by the owner of the COMPANY's website, according to the specifications and limitations described below:

#### **Links from Third Party Websites**

The owner and administrator of the WEBSITE of the COMPANY grants a limited, revocable and non-exclusive right to create links and hyperlinks to its domain ([www.nwssim.com](http://www.nwssim.com)), including the possibility of using your logo and graphic and textual information without prior authorization, although with the obligation to inform of your use and location of the link, and subject to the limitations below:

##### **a) Authorized Links**

In a generic way, the owner and administrator of the COMPANY's website is interested in:

1. Links to the index or main page of nwssim.com.
2. Links to internal pages or nwssim.com sections.

In any case, we reserve the right to restrict relevant incoming links or considered as relevant with respect to the content and commercial offer represented by the COMPANY.

##### **b) Prohibited Links**

In no case are allowed:

1. Links that allow Internet users to access the contents of the COMPANY's website without going through the home page or any of its sections.
2. Links that allow to reproduce those present on the website of the COMPANY or any of its sections or part of its contents as part of another website through framing techniques.
3. Links from web pages that include elements or content prohibited by the first section of the section Limitations and Prohibitions of use [see].

4. Links that include indications to the consent of the owner and administrator of the COMPANY's website for its placement, or that offer a misleading representation that suggests a relationship of association, affiliation, collaboration, supervision or verification of the contents, services or products of the linked website.
5. Links and contents that represent the COMPANY or its owner and administrator, contents and commercial offer in a deceptive, false, denigrating or in any offensive way.
6. Published links including information, content or materials of the COMPANY in order to achieve an advantage of its trademark or online reputation.
7. Links that, according to their location, theme, contents, services or commercial offer of the linking website, are inappropriate or incompatible with the activity, contents and commercial offer of the COMPANY.

The right to add other conditions, restrictions and limitations to any linking activity to the COMPANY's website is always safe, as well as the right of its owner and administrator to request the edition or elimination of existing ones.

#### ***Links to Third Party Websites***

The website of the COMPANY may contain links to third-party websites, either for informational and referential purposes, to enrich its contents and thus the experience of its users, or as a form of promotion on the Internet.

#### ***Limitation of Liability***

The existence of links between the website of the COMPANY and websites of third parties does not imply and should not be interpreted as indicative of the relationship between the COMPANY, its owner and administrator, and the linking or linked sites, unless expressly indicated.

Unless expressly indicated, the owner and administrator of the COMPANY's website has no control over the linked or linked websites, and does not grant any guarantee or recognition, acceptance, authorization, endorsement, support or supervision in relation to:

1. Its textual and graphic contents, affirmation, manifestations or opinions.
2. Its commercial offer of products and / or services, and their respective characteristics, quality, suitability, prices and marketability.
3. Your commercial transactions, negotiations, invoicing and means of payment with your users and customers, as well as their suitability and correctness.
4. The terms and conditions that regulate the use of its contents and offer of products and services.
5. The contents of your advertising or promotional campaigns.
6. The collection, storage and processing that they can make of personal data of their users and customers.

Therefore, without prior and effective knowledge, taking into account the circumstances of the case, of the specific activity or the information existing in such linking or linked sites to which it

could direct its consumers and users, the COMPANY will not be responsible for the possible damages, consequential damage, lost profits, losses and concepts derived from the visit to them through such links.

In any case, and in application of the utmost diligence, before any notice, news or knowledge of the illegality or effective or potential harmfulness of said contents, activities or services, and of course before the existence of a complaint before or declaration by a competent body ordering its withdrawal, limitation of access or resolving the existence of injury, the administrator of the COMPANY's website will immediately proceed to remove such links from this website or to demand their removal from the linking sites.

## **5. Conditions of Purchase**

The company's website includes a catalog and virtual store for the offer and marketing of hardware components and specific materials for Simracing, whose conditions are detailed in the General Conditions of Purchase section.

## **6. Intellectual and Industrial Property**

The constituent elements, structure and contents are protected without any limitation by the applicable regulations in favor of the owner of the COMPANY. Concretely:

- a) Logo, brand (North World Sim® and NWS®), distinctive signs and elements of professional identity.
- b) Graphics, images, photographs and any other visual element of own creation included in its design and contents.
- c) Contenidos textuales.
- d) Source code and programming elements of own creation.
- e) Navigation architecture.

All this subject to periodic revisions, updates and modifications, which in no case may affect the transactions made prior to the realization of said modifications.

### **Contents and Elements of Third Parties**

The company's website contains images of third parties with a standard license of use acquired for publication in its virtual catalog of products, on which the conditions and limitations in this section apply, and those of the licensor.

### **Authorizations and Licenses**

The set of elements that make up the website of the COMPANY is available to its users through the Internet as part of the general authorization of access and visualization of its sections and contents, subject to these terms and conditions, without being able to suppose or derive any assignment, license, transfer or agreement that affects the intellectual and industrial property right over them.

Users of the COMPANY's website can obtain some of these elements protected by intellectual or industrial property rights by copying, downloading or printing, temporarily and for a strictly private and particular use, and therefore without assignment to third parties or for their installation on a computer system or server that allows access through a local network or the Internet.

Any other purpose, use or action on such elements will always require the express, prior and written consent of the owner of the COMPANY's website.

The authorizations and licenses of use granted will eventually incorporate their own articulation of conditions, limitations and temporal validity, being non-transferable to third parties under no circumstances unless equally express, prior and written authorization of the owner of the website of the COMPANY.

Any use or attempted use not authorized, prohibited or contrary to the terms and conditions of this section will result in the withdrawal or termination of the licenses and authorizations granted thereto hereinafter.

### **Limitations and Prohibitions**

Unless authorized or licensed, the following uses and actions are prohibited:

1. Obtaining, copying or downloading elements of the COMPANY's website using means or procedures other than those that have been provided or indicated as appropriate in each case, or those usually used on the Internet; or that pose a risk of damage or disablement of its correct and safe operation.
2. Publication of elements of the COMPANY's website on third-party websites using framing techniques.
3. Copy, download or printing, in whole or in part, of contents or elements of the COMPANY's website for use in commercial or professional activities, or in advertising or promotional elements in your favor.
4. Copying, downloading or printing of contents or elements of the COMPANY's website for reproduction, distribution or public communication, integrated or partial and with or without alteration, regardless of the motivation or objectives pursued.
5. Copy or download elements of its design, structure and / or programming of the company's own website for imitation, totally or partially and with or without alteration, by means of reverse engineering techniques or any other that responds to purposes of private or commercial use through licensing, leasing or sale formulas.
6. Copying or downloading meta elements or hidden text containing the name "North World Sim® or NWS®", its logo or any other distinctive element for insertion on third-party websites.

Consequently, it is forbidden to access and edit unauthorized notes, indications, badges, symbols or legends referring to intellectual or industrial property rights of the COMPANY or third parties, such as "copyright", © "", ®" and "™ technical protection systems or watermarks or fingerprints provided for the identification of the contents and elements subject to them.

Without prejudice to its particular terms and conditions on intellectual and industrial property, the limitations and prohibitions listed are also applicable to the elements of third parties licensed for use on the COMPANY's website.

## **Termination of Contracts and Licenses**

The owner of the COMPANY's website reserves the right to modify or terminate any license granted in accordance with these general terms of use, as well as to take legal action against any user for:

1. Breach of any of the terms and conditions set forth in this section when:
  - a) The breach cannot be corrected otherwise.
  - b) After communicating the breach, its responsible does not cease in it.
2. Infringement or violation of any kind of right of the owner of the COMPANY, or of third party owners and / or licensors of rights incorporated into its website.
3. Violation of applicable regulations or the rights of third parties.
4. Reiteration in the formulation of claims intervening bad faith, recklessness or lack of material basis, after the appropriate warning.
5. Imposition or legal impossibility.
6. Total or partial interruption, temporary or definitive, of the service.

Of course, no modification or termination of licenses will imply loss or limitation of rights derived from transactions or contracts prior to them in which the circumstances and legal basis for this assessed by the courts or arbitral bodies do not concur.

The company's website is available for any request for information or clarification on any of the conditions set forth.

## **Claims on Intellectual and Industrial Property Rights**

The owner of the COMPANY respects the intellectual and industrial property rights of others and expects consistent behavior from its users and third parties.

Any user, owner of intellectual or industrial property rights or authorized agent in their place who considers that any intellectual property right is being infringed may send a notification.

## **Complaint Procedure**

Any claim about infringement of intellectual or industrial property rights against the owner of the COMPANY can be sent through any of the means of contact available in this section.

We advise you to accompany the following information and documentation to the claim:

- Declaration of ownership of the right allegedly infringed, or declaration of authorization to act on behalf of the owner.
- Statement of accuracy of information in the notification.
- Physical or electronic signature.
- Identification of the allegedly infringed material, and information reasonably sufficient for its identification.

- Statement that the use of the material is not authorized by the owner, is illegal or offensive.
- Contact information, including physical address, telephone number and e-mail address.

The owner of the COMPANY strives to attend to all claims with the utmost diligence for their prompt and correct solution.

## 7. Computer Security

The hosting and server service provider – Grupo Loading Systems S.L. / <https://www.loading.es> – monitors the functions of the operation of the COMPANY's website to ensure its secure and reliable availability for Internet users, and to protect access and exchange of information through the system.

The website in the domain [www.nwssim.com](http://www.nwssim.com) has SSL ("Secure Socket Layer") certificate, which guarantees the highest levels of security, stability, functionality and privacy available on the Internet.

When accessing the COMPANY's website, a lock icon in a closed position can be seen in the lower right corner or in the upper left of the address bar, in addition to the fact that the first characters of the URL will change from "http" to "https", all indicative of having accessed a secure communications environment.

All transactions between users and the COMPANY, including the sending of information and data through the contact forms and the order processes for the formalization of sales contracts on its e-commerce platform, are processed through a secure server equipped with the SSL certificate, which encrypts the information before its transmission from the user's computer or device.

Logically, any use of the COMPANY's website or action contrary to or to the detriment of the security model described and the general operation is prohibited. Specifically and without exclusive effects, the following:

1. Action, methods or operations aimed at circumventing the general or specific security measures articulated by the managers of the COMPANY's website.
2. Use of the COMPANY's website or its systems for purposes other than those that are its own as a catalog and virtual store.
3. Interference in its correct and safe operation.
4. Denial of access or service to its users.
5. Modification, damage or destruction of systems or information stored and managed in your system.

In any of the situations described, the administration of the COMPANY's website will take the following control and correction measures:

1. Carrying out the modifications and correction of errors or vulnerabilities in the programming of the COMPANY's website or its server to eliminate the threat or failure, preventing as much as possible similar incidents.

2. Inform users who may have been affected by the incident.
3. Inform the competent authorities in view of possible legal infractions, and initiate the necessary procedures for the identification of those responsible.

The owner and manager of the COMPANY's website is available for any request for information or detail about these general security conditions and their practical application.

## **8. Modification of Conditions**

The owner of the COMPANY reserves the right to modify the general terms and conditions of use in this section at any time for legal, technical, procedural, organizational or derived from the dynamics of the Internet or its commercial sector.

As far as possible and when this is convenient for the owner of the COMPANY, the modifications made in a general or particular way will be notified to those potentially affected.

In no case, the changes that may be made will affect the rights derived or that could derive from the commercial transactions carried out prior to said modifications.

## **9. User Service**

The owner of the COMPANY guarantees personalized attention to any doubt, claim of information or details, manifestation of complaints and claim made by users in relation to any of the general conditions of use in this section, with guarantee of attention and immediate response if it is made by telephone, or in the following 24 hours upon receipt according to the contact details below:

Phone: 609646427

E-Mail: [info@nwssim.com](mailto:info@nwssim.com)

Postal Mail: Gamiz Bidea, 61 48100. Mungia. (Bizkaia). Spain

## **10. Complaint Form**

The owner of the COMPANY makes available to its users and customers a model complaint form for completion in relation to any reason for claim or claim derived from the access and use of this website, as well as its commercial offer and products accessible or already contracted through its electronic commerce platform.

To request it, without the need to express or allege any reason or justification, please contact our User Service address in the previous section.

The administrator of the COMPANY's website will return the complaint form to the sender, including its legal identification and contact according to the official model described by Decree 142/2014, of July 1, on Consumer complaint forms and the procedure for dealing with complaints, claims and complaints of consumers and users of the Basque Autonomous

Community, accessible through the link below, which includes complete instructions for its processing.

>> Complaint Form

## **11. Out-of-Court Dispute Resolution**

Regardless of the competence that corresponds to the ordinary courts to understand the possible disputes generated between the owner of the COMPANY and its users in connection with any matter generated by the access and use of this website, structural and content elements, and specifically with the possible operations of sale and delivery of products acquired through its electronic commerce platform, there are arbitration systems of consumption for the extrajudicial resolution of conflicts without special formalities and with a binding and executive character for both parties, articulated by Spanish and international regulations.

It is possible to resort to them any resolution of any consumer conflict, provided that the conflict is not about intoxication, injury or death or there are rational indications of crime.

Below, we offer updated links to the platforms to urge a fast, economical, effective and quality resolution of your disputes and claims against sellers, suppliers and suppliers of goods and services through the Internet, such as the electronic commerce platform managed by the owner of the COMPANY.

>> European Union Online Dispute Resolution Platform

>> Consumer Arbitration System of the Ministry of Consumer Affairs of Spain

>> Regional Consumer Arbitration Boards

>> Provincial Arbitration Boards

>> Commonwealth Arbitration Boards

>> Municipal Arbitration Boards

The owner and administrator of the COMPANY's website offers its full collaboration for the resolution of conflicts through consumer arbitration.

## **16. Terms and Conditions of use (PDF)**

The content of the general terms and conditions of use described in this section may be downloaded for storage and particular reproduction by any interested user.

>> Download Terms and Conditions of Use (PDF format)

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