

General conditions

These General Conditions establish, together with the other terms and conditions, the legal framework that will regulate the contracting of services on the web www.inside-pc.net or www.inusnet.com , hereinafter **WEBSITE** . These services consist of the sale of computer products, Smartphones and other consumer electronics in general, made through the **WEBSITE**, property of the seller.

The present contract conditions are intended to regulate the contractual terms for the contracting of the services offered by the company through the **WEBSITE**, and the corresponding economic compensation / payment to be made by the Client to the Company, in case of subscribing this contract.

You can download a copy of these general conditions [here](#) .

Be sure to also check the sections of:

- [Legal warning](#)
- [Warranty and Returns](#)
- [Privacy and Cookies](#)
- [Particular Conditions for Electric Vehicles](#). (You can download a copy [here](#))

By accepting these General Conditions, it becomes clear:

- That the user has read and understands what is stated here.
- That, in the case that the product is an electric vehicle, the user has read, understand and accept what is stated in the Particular Conditions for Electric Vehicles , available for download at the previous link.
- That the user is of legal age in accordance with the regulations in force in their place of residence, otherwise the minor must have the authorization of their legal representatives.
- That, in the event that the user is preparing to contract a product and/or service, has enough capacity for it.
- That the user assumes all the obligations set forth herein.

The company makes available to the user, before starting the recruitment procedure and using techniques appropriate to the means of communication used, permanently, easily and free of charge, clear, understandable and unequivocal information on the following points:

a) The different procedures that must be followed to celebrate the contract.

b) File of the electronic document in which the contract is formalized and which will be accessible to the user through his account, once registered in the **WEBSITE**.

c) The company puts technical means at the customer's disposal to identify and correct errors.

d) The language in which the contract is formalized is Spanish.

e) Prior to the beginning of the contracting procedure, the company places at the disposal of the client the present general conditions, to which the contract is subject, so that these can be stored and reproduced by the client.

f) Likewise, the on-line contracting of the services offered by the company through the **WEBSITE** will be subject to the provisions of the legal notice and / or legal notice of the web.

g) These General Conditions have been prepared in accordance with the provisions of Law 34/2002, on services of the information society and electronic commerce, with the modifications of; Law 56/2007, of December 28, on Measures to Promote the Information Society; and Law 2/2011, of March 4, on Sustainable Economy; Royal Decree-Law 13/2012; Law 7/1998 on General Contracting Conditions, Royal Decree 1906/1999, which regulates telephone or electronic contracting with general conditions under article 5.3 of Law 7/1998, General Law 26/1984 for the Defense of Consumers and User and specifically Royal Legislative Decree 1/2007 of November 16 and as many legal provisions result from application

h) Obtaining and / or selling any of the company's products through the **WEBSITE** , implies acceptance as a client, without reservations of any kind, to each and every one of the General Conditions of Contract, of the General Conditions of use of the page, as well as, where appropriate, the Particular Conditions that, if applicable.

i) The company informs that the procedures to contract the services offered are those described in these general conditions, as well as those specific ones that are indicated on the screen during navigation, so that the client declares to know and accept these procedures as necessary to access the products offered on the **WEBSITE** .

j) All the information provided during the hiring process will be stored by the company. Any modification or correction of the data provided by customers during navigation must be made according to the indications included in the **WEBSITE**.

k) When sending your data, the client gives his express consent to the processing of his personal data only and exclusively, to comply with the object of the contract. Likewise, we inform you of the possibility of exercising the rights of access, rectification, cancellation and opposition of your personal data, which you can do sending your decision in a reliable manner to the address of the Company according to the purposes and products sold the company. See the section "**Privacy and Cookies**".

l) The client contracts the products of the company, and the latter accepts the task of providing the selected services on the web, according to the conditions of this contract regarding price, general and particular conditions of the service and / or selected product.

The Seller reserves the right to unilaterally modify these Conditions, without affecting the services or promotions that were contracted prior to the modification.

I.- IDENTITY OF THE SELLER

In compliance with the duty of information contained in **article 10 of Law 34/2002, of July 11**, Services of the Information Society and Electronic Commerce, we inform you that this website is managed by the merchant **ALEMA, SL**, with CIF **ESB83845909**, and address at Commercial Galleries AL-Centro, 18800 Baza (Granada), represented by the brands "**Inside-Pc.net**" and "**Inusnet.com**". These trademarks are the exclusive property of ALEMA, SL and ITS use is not allowed unless expressly agreed to by same.

- **ALEMA, SL** (hereinafter, **ALEMA, the seller or THE COMPANY**) is a company dedicated to the sale of IT and electronic products online.
- **ALEMA** is registered in the Mercantile Register of Granada Tomo: 1136, Libro: 0, Folio: 207, Seccion: 2, Hoja: GR-26542.
- **ALEMA** is currently in charge of the exploitation, management and operation of the website **www.inside-pc.net** and **www.inusnet.com**.
- Other contact information that we put at your disposal:
 - [Contact Form](#)
 - E-mail: info@inside-pc.net
 - Phone: 958 70 17 48

II.- OBJECT OF THE CONTRACT

The purpose of this contract is to set the conditions for the sale of the services to be contracted through the **WEBSITE**. The conditions will regulate the contractual relationship of purchase and sale generated between the Seller and the Buyer at the moment in which it completes the online purchase process. The characteristics of these are reflected in the corresponding pages of this website, as well as the particularities of each operation that can be performed in this environment, always in Spanish.

The hiring of any of the services by the buyer through the **WEBSITE** entails acceptance and subjection to these General Sales Conditions in their entirety.

The company provides, through the **WEBSITE**, services for the sale of computer products, Smartphones and other consumer electronics in general. In other words, the company provides the services of an on-line store for the sale of the referenced products.

All these services will be governed by the Contracting Conditions set out here and by the Particular Conditions that apply to each of the products.

The prices applicable to the contracted services are those indicated in the **WEBSITE** on the date of the order, not including any of them VAT (Value Added Tax). The offers will be duly marked and identified as such, conveniently indicating the previous price and the price of the offer.

All the means and technical requirements that are required to access the page, the portal and the products offered therein shall be the sole responsibility of the User, as well as any expenses or taxes to which the provision of said services may give rise.

Once you have accessed, and to proceed with the use of the different services, the User must follow all the instructions and instructions on the screen, completing the Special Conditions and other forms set for each

service, which will mean reading and acceptance. of all the General Contract Conditions, as well as, where appropriate, the Particular Conditions that were applicable.

III.- PURCHASE PROCEDURE.

The hiring of the services must be done through the specific selection of the product and / or desired products, through the purchase selection instruments that are installed on the **WEBSITE**. Once the purchase request has been selected and verified, you will have expressly agreed to all and each one of the general conditions as they are shown on the company's website prior to the acquisition of the requested products.

From the moment of acceptance, the user acquires the status of Client of the company that is described in these General Conditions. Any product or service offered subsequently by the company must be subject to a new contract.

It is recommended that the client read carefully these General Conditions, and print on paper or save the document in electronic format.

The company will send the client, once expressly accepted these General Conditions, justification of the contracting done, with all its terms, through email.

The company informs you that for legal reasons it files the electronic documents in which the purchases are formalized.

The user, to perform the contracting of any of the products on the **WEBSITE** and / or access certain services, must register their personal and / or professional data and choose a password that will allow them to access as many areas as they require prior identification. When your data is registered on our server, or when you sign up, your personal and professional data, address and those related to your chosen payment method are incorporated into our database, being used exclusively to process the registration of the contracted service, during the selected period. **In no case will be used to send information about offers and information that may be of interest during the contracted period, unless the client expressly indicates during the registration process (Read the section " [Privacy and Cookies](#) " .)** At any time, you can modify the data of your client record (address, contact telephone number, email address, etc.), as well as your preferences for receiving or not receiving commercial communications from the company.

Once the client account has been created, it is informed that in accordance with what is required by art. 27 of Law 34/2002 on Services of the Information Society and Electronic Commerce, the contracting procedure will follow the following steps:

1 - The user, to initiate the hiring of any service on the **WEBSITE** must select some of the services shown on the page by adding them to a "virtual shopping cart"

The user can view and control the selected product and / or service by clicking on the drop-down next to the "Virtual shopping cart", at the top of the screen. Here you will see the selected objects and their price (VAT not included).

After the selection of products, the user must "go through the box". In this step, the user must click on "Box" where the page containing the "Virtual shopping cart" will open. Here the user can add or subtract units from the selected ones, or remove products from the "virtual shopping cart". You will be shown the products you have selected, how many units, their prices, the itemized VAT and the TOTAL purchase price. At this point, the user can continue to buy or make the payment.

2 - To make the payment the user must be registered on the page. To do this you must fill in a form with the data requested. Those data that are essential to proceed with the purchase will be marked with an asterisk. Likewise, the user may request, by checking the corresponding box, the receipt of information bulletins and offers from the entity. As well as confirming that the delivery and billing address corresponds to that indicated on the form.

3 - The next step will be to determine the details of the shipment. Determining a delivery address. Shipping costs are not included in any case and the amount will be indicated in the formalization of the purchase depending on the delivery address. The shipping costs will be shown on the invoice.

4 - The payment methods accepted by the seller are:

- Bank transfer or deposit. With this form of payment, you make the payment in advance, either by transferring the amount of the order from your bank or by entering the window at one of our entities. With this form of payment, no commission is paid and you can benefit from specific promotions.

- Cash on delivery You pay for the order when it is delivered by the transport company. This form of payment entails a 5% commission on the total order in collection management expenses charged by the transport company. This form of payment will only be available for customers already consolidated, having previously made an order.
- Credit card. This form of payment is immediate, totally safe and verified by VISA. All payments made through this form of payment will be validated by your bank and if accepted will be sent automatically and instantaneously. It requires a security key to be able to make this type of online payments. Consult your bank if you do not know your security code. VISA / VISA Electron and MasterCard / Maestro cards are accepted.
- PayPal Secure payment solution that allows buyers and businesses to send and receive money online. You do not need to enter bank details; you only need to have a PayPal account created and you can make payments by entering only your email and password. With PayPal you can use a valid credit card, without the need to create an account.
- Payment in cash. This form of payment is only possible as long as the order is picked up at our facilities.
- Payment in installments through an external financial company integrated into our payment platform. (Subject to conditions)

5 - Finally, the user must confirm the contract.

In any case, the contracting platform of the Seller will inform the user, once the purchase and / or contracting procedure is finished, via email regarding all the characteristics, price, forms of transport, date of contracting and estimate of receipt of the shipment.

IV.- PRODUCTS

IV.I.- PRODUCT INFORMATION

The products are offered for sale on the website with a description as accurate as possible about their characteristics.

In compliance with the provisions of Law 47/2002 on the reform of Law 7/1996 on Retail Trade of January 15, and Law 34/2002 of July 11 on Services of the Information Society and Electronic Commerce, the CUSTOMER before placing an order has the right to know the essential characteristics of the products you wish to purchase. In this way, the company informs the CUSTOMER that the photographs and descriptions of the products for sale, are not contractual, being only illustrative, and do not commit ALEMA, who, taking into account the state of the technologies, does everything possible to ensure that the colors and / or drawings that show the products in the photos displayed on the web are faithful to the originals, without variations in the colors and tones presented,

IV.II.- AVAILABILITY AND DELIVERY

Delivery term

- Unless otherwise agreed, the maximum period is 30 calendar days from the conclusion of the contract, although it is normal that the delivery occurs in the 24/48 working hours following the formalization of the order.
- If the employer does not comply, the consumer will grant a supplementary term appropriate to the circumstances. If the employer does not deliver the goods in the additional period, the consumer has the right to terminate the contract.
- However, if the deadline is essential and the consumer indicated it to the employer, the consumer can terminate the contract immediately.
- When the contract has been resolved, the employer must return the amounts paid by the consumer. In case of unjustified delay, the consumer can claim to be paid double the amount due, without prejudice to the damages suffered.
- It is up to the employer to prove compliance with the deadlines, and it is up to the consumer to prove that the deadline is essential.

Availability

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All orders made by the CLIENT are subject to the stock of the product and its availability. In case the requested goods are not available, the CLIENT must be notified so that he can recover the amounts paid, as soon as possible that he will not be able to exceed the maximum period of 14 days. If the COMPANY does not refund the amount within a maximum period of 14 days, the CUSTOMER can claim double the amount owed to him, in addition to requesting compensation for the damages suffered. In the cases in which the COMPANY had previously informed the consumer of the possibility of replacing the good or the service contracted by another of similar characteristics if the good or service that has been hired is not available, the COMPANY can supply another, without any price increase and with similar characteristics, of equal or superior quality. In this case, the USER can exercise his right of withdrawal under the same conditions as if it were the property initially required. In the event that all the products of the order were not available, these ends will be reported to the CUSTOMER at the email address that had been designated when placing the order on the **WEBSITE** and, if the amount of the order has been disbursed, it will be refunded in full or, if it has not been paid, no charge will be made, the sale being voided by virtue of this resolutive clause, without it proceeding in favor of any of the parties compensation for breach of contract, consequential damages or loss of profits. The company reserves the right to withdraw or modify any product of the web at any time and / or content thereof. Likewise, it is not responsible for errors caused by the technical malfunction of the CLIENT's Internet connection service.

IV.III.- PRICE OF THE PRODUCTS

The prices applicable to each of the services will be those published on the **WEBSITE**, indicated below each product. The prices are always reflected in euros and in no case include the shipping costs. In the "virtual shopping cart" prior to the buyer accepting the transaction, the prices of each of the selected and / or contracted services and / or expenses that will be applicable to the operation and promotions or discounts are clearly specified. which, if applicable, are applicable. The Seller reserves the right to modify its prices at any time. In case of modification of the sale price, the products will be invoiced according to the current price during the registration of the order. Any payment made to the Seller will entail the issuance of an invoice in the name of the registered user. This invoice will be automatically sent to the e-mail address provided by the user, as well as sent along with the contracted service. For any information about the contracted service, the user will have a service via email to the e-mail address info@inside-pc.net . You can also use the contact form enabled on the **WEBSITE** itself. In any case it must be indicated in the subject of the message or the number of the client that was assigned to it, I have indicated in the email confirming the contract.

V.- VALIDITY OF THE OFFER.

The offers on the website are aimed exclusively at professionals and / or individuals who have a residence in Spain (Peninsula, Balearic Islands, Canary Islands, Ceuta and Melilla). The services offered on the website will be available until any change related to the service occurs, which will be pre-notified one week in advance

VI.- PAYMENT METHODS

The payment methods accepted by the Seller are:

- Bank transfer or deposit. With this form of payment, you make the payment in advance, either by transferring the amount of the order from your bank or by entering the window at one of our entities. With this form of payment, no commission is paid and you can benefit from specific promotions.
- Cash on delivery You pay for the order when it is delivered by the transport company. This form of payment entails a 5% commission on the total order in collection management expenses charged by the transport company. This form of payment will only be available for customers already consolidated, having previously made an order.
- Credit card. This form of payment is immediate, totally safe and verified by VISA. All payments made through this form of payment will be validated by your bank and if accepted will be sent automatically and instantaneously. It requires a security key to be able to make this type of online payments. Consult your bank if you do not know your security code. VISA / VISA Electron and MasterCard / Maestro cards are accepted.
 - The holder of a fraudulently used credit card may demand the immediate cancellation of the charge.

- If the purchase has been made by the owner and the refund requirement is not a consequence of exercising the right of withdrawal or termination of the contract within 3 months, the cardholder is obliged, before the entrepreneur, to compensation for the damages that the cancellation caused.
- PayPal Secure payment solution that allows buyers and businesses to send and receive money online. You do not need to enter bank details; you only need to have a PayPal account created and you can make payments by entering only your email and password. With PayPal you can use a valid credit card, without the need to create an account.
- Payment in cash. This form of payment is only possible as long as the order is picked up at our facilities.
- Payment in installments through an external financial company integrated into our payment platform. (Subject to conditions)

VII.- RIGHT OF WITHDRAWAL

In accordance with the legislation in force, you can proceed to the return of products, for whatever reason, within a period of 14 calendar days from the receipt of the goods by the customer. To do this, the conditions set forth in the conditions page must be met.

ALEMA informs that the Consolidated Text of the General Law for the Defense of Consumers and Users (TRLGDCU) establishes several options to exercise the right of withdrawal.

You can communicate your willingness to desist in any way, as long as you can unequivocally prove your decision and communication on a specific date to ALEMA (Burofax, email ...).

However, there is a form that you can use for more ease and that can be downloaded [here](#).

In order to shorten the times and to make the return of a comfortable way and without delays, from ALEMA we advise you to use that option and fill in the withdrawal form

Article 45. Exceptions to the right of withdrawal.

Unless otherwise agreed, the provisions of the previous article shall not apply to the following contracts:

1. When a service has been hired and has been fully executed by the employer.
2. Provision of goods or provision of services whose price depends on fluctuations in the financial market that the employer cannot control.
3. Contracts for the supply of goods made according to the consumer's specifications or clearly personalized, or which, due to their nature, cannot be returned or may deteriorate or expire quickly.
4. Goods that have been unsealed and cannot be returned for reasons of health or hygiene (e.g. underwear, toothbrush ...)
5. Goods that, considering their nature, have been mixed indissolubly with others.
6. Contracts for the supply of sound or video recordings, discs and computer programs that have been unsealed by the consumer, as well as computer files, supplied electronically, capable of being downloaded or reproduced with immediate effect for permanent use.
7. Daily press, magazines ...
8. Contracts entered into through public auctions.
9. Lodging services, transportation of goods, rental of vehicles, meals or leisure services if the contract is expected to be executed on a specific date or period.

For more information, see the section " **Warranty and Returns** "

VIII.- MODIFICATION

THE COMPANY reserves the right to modify or replace these Conditions of Contract at the expiration of the contract as a result of the existence of new economic and / or commercial circumstances that so require, as well as the modification, evolution and enactment of laws, regulations and rules of application to the provision of the service and / or aspects related to them.

THE COMPANY undertakes to make the maximum effort to maintain an acceptable level in compliance with its contractual obligations

IX.- LIABILITY REGIME

THE COMPANY will not be responsible for the problems derived from the lack of access or the inherent problems of Internet connectivity or electricity networks when these have their origin in causes beyond their control or causes that could not have been foreseen by the Parties or that, even if foreseeable, THE COMPANY has made all reasonable efforts to avoid them or that were considered as fortuitous causes or force majeure.

Fortuitous and Force Majeure

The company in no case will be responsible for the delay in the execution of their obligations or the non-execution of the same, if this breach was motivated by fortuitous events or reasons of force majeure, in accordance with the provisions of Article 1.105 of the Civil Code. This circumstance will be communicated to the other party in the shortest possible time. The agreed deadlines will be extended for at least the period of time that the force majeure lasted. If the cause of force majeure continues for more than three (3) months, either party may terminate these Terms and Conditions.

X.- PROTECTION OF INTELLECTUAL PROPERTY

The INSIDE-PC brand is owned by ALEMA. Likewise, the **WEBSITE** including, but not limited to, its programming, edition, compilation, designs, logos, text and / or graphics, are the property of the person responsible for the website, being protected by national and international regulations on intellectual and industrial property.

. Therefore, the owner of the rights expressly prohibits the use or reproduction, partial or total (by any physical or electronic means), by third parties, unless there is an agreement or written authorization in this regard.

Access by the user to the website does not grant any property rights over them. **ALEMA will** bring legal actions against those who knowingly and without authorization carry out any of the detailed acts.

For more information see the section: "[Legal Notice](#)"

XI.- APPLICABLE LAW AND JURISDICTION

The contracts shall be deemed concluded and shall produce all the effects provided for by the legal system, when the consent and other requirements necessary for its validity are present. And they will be governed by the provisions of the LSSI art. 23 and 24 and the Civil Code and Commercial Code and the remaining civil or commercial rules on contracts. The prior agreement of the parties regarding the use of electronic means will not be necessary. It will be understood that the contract is in writing, if the contract or information is contained in an electronic medium. The electronic support in which a contract is recorded electronically will be admissible in court as documentary evidence.

The company is obliged to confirm acceptance of the client by one of the following means:

- a) The sending of an acknowledgment of receipt by electronic mail to the address that the client has indicated, within twenty-four hours after receiving the acceptance.
- b) The confirmation, by the means used in the contracting procedure, of the acceptance received, as soon as the CUSTOMER has completed said procedure, provided that the confirmation can be filed by the CLIENT.
- c) It will be understood that acceptance and confirmation have been received when the company and the client can have proof of this.
- d) In the event that the reception of the acceptance is confirmed by acknowledgment of receipt, it is presumed that the CUSTOMER can have the aforementioned certificate from the moment it has been stored in the server in which his e-mail account is registered, or on the device used to receive communications.
- e) The contract between the parties, will be presumed celebrated in the place where the corporate address and / or establishment of the COMPANY is ESTABLISHED.

These General Conditions shall be governed and interpreted in accordance with Spanish legislation in matters not expressly established. The parties submit to the Jurisdiction of the Courts and Tribunals of the user's domicile for any questions that may arise or actions arising from the provision of the service of the Web and its services and contents and on the interpretation, application, compliance or non-compliance of what is established in the present general conditions.