**0. PROTECTION OF PERSONAL DATA**

**ENTITY THAT PUBLISHES THE WEB**

FISIO CONSULTORES S.L., C.I.F.: B99396947, C/ Magallón nº 12, 50411, CADRETE, info@3-tool.com, 976935739.

**INTELLECTUAL PROPERTY AND CONTENT**

FISIO CONSULTORES S.L. is the entity that owns the domain names that identify the website and owns the hosting of the pages on the appropriate server, as well as the email accounts that belong to the cited domain. Likewise, it owns the published contents, texts and photographs as long as no different property is indicated. It is not allowed the reproduction and / or publication, total or partial, of the portal or its contents, nor its computer processing, its distribution, its diffusion, nor its modification, transformation, or other rights legally recognized to its holders, without prior written permission from FISIO CONSULTORES S.L.

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**PERSONAL DATA PROTECTION**

BASIC INFORMATION ON DATA PROTECTION

Responsable: FISIO CONSULTORES S.L.

Purpose: The maintenance of communication between both parties, the resolution of doubts and queries raised, and to facilitate access to our customers and contacts to information regarding our services.

Legitimation: Consent of the interested party or of his legal representative when filling in the form of the request or query that he / she makes, or by contacting through any of the links to the contact email provided on the page.

Recipients: The personal data you have provided is the sole recipient of FISIO CONSULTORES S.L. No cessions of data are foreseen. The international transfer of your personal data is not foreseen.

Rights: You have the right to access, rectify and delete the data, as well as other rights, as explained in the additional information, by contacting FISIO CONSULTORES S.L., C/ Magallón nº 12, 50411, CADRETE, info@3-tool.com.

Additional Information: You can consult additional information about Data Protection at: [www.infoprotecciondatos.eu/p3222018](http://www.infoprotecciondatos.eu/p3222018)

The interested party acknowledges receipt of this information from FISIO CONSULTORES S.L., and has read the additional information on the processing of their personal data.

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**SECURITY APPLIED TO NAVIGATION**

This website uses information security techniques such as firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing unauthorized access to data and navigation records. Any hiring process or that entails the introduction of personal data will always be transmitted through a secure communication protocol (https: //, ...), to avoid unauthorized access by third parties to the information.

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**LAW OF THE INFORMATION SOCIETY AND ELECTRONIC COMMERCE**

In compliance with the LSSI-CE and the General Telecommunications Law, users are informed that the sending of the forms or emails will imply the express consent to receive commercial communications from the owner of the online store, and from the collaborators of the same and that they share in a manner authorized by the user the contact data provided. These informative submissions may be received by the user of the website periodically by email or any other electronic or postal communication means. However, if at any given time you do not wish to continue receiving commercial communications, you can communicate the addresses above provided by the entity that publishes the website.

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**1. GENERAL CONDITIONS OF CONTRACT**

This document is an article that governs the contracting of products and services from third party suppliers through this website, property of FISIO CONSULTORES S.L. (hereinafter the owner).

The acceptance of this document implies that the user, henceforth client or buyer:

a. You've read, you understand and you're agree with this text.

b. That is a person with sufficient capacity to contract.

c. That assumes all the obligations set forth herein.

The present conditions will have an indefinite validity period and will be applicable to all the hirings made through this website. This except for specific conditions transmitted to the buyer by the supplier of the product or service; Conditions that must always be informed expressly and prior to the confirmation of the customer's purchase.

The owner of the web service and the provider reserve the right to unilaterally modify these General Conditions of Contract, without affecting the goods or promotions that were acquired prior to the modification.

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**2. THE PARTIES**

1. The provider of the goods or services contracted by the user (hereinafter the provider) is FISIO CONSULTORES S.L. with registered office C/ MAGALLÓN Nº 12, 50411, CADRETE (ZARAGOZA) C.I.F. B99367120, registered in the Mercantile Register of Zaragoza, volume 3952, folio 138, sheet Z-54395, inscription 1 and with telephone of customer service 976145400, or in the general direction of attention: info@3-tool.com

2. The user is the other contracting party, which appears as a client or buyer, registered by validating their identity on the website with a username and password, over which they have responsibility for use and custody, being responsible for the veracity of the personal data provided to the provider.

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**3. OBJECT**

The present clauses come to regulate the contractual relationship of purchase sale born between the user and the supplier at the moment in which the customer accepts during the online contracting process the corresponding purchase verification box.

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The contractual relationship of purchase involves the delivery by the supplier of a specific product or service, freely selected by the customer, in exchange for a certain price, previously accepted and publicly exposed through the website.

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**4. PROCEDURE FOR CONTRACTING**

The user must register through the website through the creation of a user account. For this reason, for the contracting of the products or services through this website, the provisions of the second point "CONDITIONS OF ACCESS TO REGISTERED USERS" will apply.

The treatment of personal data of buyers or customers will be regulated by the following:

Under the provisions of Law 15/1999 on Protection of Personal Data, FISIO CONSULTORES S.L. (responsible for the file) communicates that the personal information of clients and contacts is used for the administrative, commercial and client management of our activity, as well as to maintain communication (postal and telematic) between both parties, facilitating access to our customers to information regarding our services, products and promotions. You can exercise the rights of access, rectification, cancellation and opposition at any time in C/ Magallón nº 12, 50411, CADRETE, info@3-tool.com.

The hiring procedure is only carried out in Spanish. Any change in the language of contracting the product or service will be indicated before starting the contracting procedure. In accordance with the requirements of art. 27 of Law 34/2002 on Services of the Information Society and Electronic Commerce (LSSI-CE), the user is informed of the contracting procedure that will follow the following steps:

1. Product selection.

2. Feature selection (color, size, etc.) If these options exist.

3. Selection of units.

4. Verification of shipping address. Selection of stretch of dates and delivery times.

5. Acceptance of the final price (taxes and expenses included).

6. Verification of payment method. In each payment process the client will be informed of the platform used and of its particular conditions.

7. Purchase confirmation and guarantee conditions.

8. Receipt of proof of purchase.

9. Receipt of invoice.

10. Receipt of order at the destination address.

Whenever there is a complete contracting process, the provider will inform the user, once the procedure is finished, via email // sms regarding all the characteristics, price, forms of transport, date of contracting and estimate delivery of the product or service contracted.

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**5. PAYMENT BY BUYER**

The client prior to the confirmation of the order is aware that in order to carry out the economic transaction of the payment of the product or service, FISIO CONSULTORES S.L. uses the services of external banking entities. The information about the financial entities holders of the means of payment will be provided prior to the confirmation of the order that gives rise to the access to the online payment gateway. The acceptance of the order supposes the authorization by the client of the connection with the bank's servers and the sending of the information of the purchase strictly necessary for the management of the collection (name and surnames, credit card data and amount of the transaction).

FISIO CONSULTORES S.L. will not store credit card data once finalized and the transaction confirmed by the bank.

FISIO CONSULTORES S.L. is not responsible for the further treatment that the bank gives to personal data for its own purposes. However, FISIO CONSULTORES S.L. has signed confidentiality protocols with these entities in compliance with art. 12 of the Organic Law 15/1999 of Protection of Personal Data. In these protocols, in general, the use of the information transmitted is regulated exclusively for the purposes of collection management., Obtaining the guarantee of compliance with the security measures required by the regulations applicable in the treatment of this type of commercial information.

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**6. DELIVERY OF ORDERS**

The delivery of orders will be made at the delivery address freely entered by the user during the contracting process. The supplier assumes no responsibility in the event that the delivery of the product or service is not carried out due to false, inaccurate or incomplete data provided, or when the delivery can not be made for reasons beyond the delivery service (assigned for that purpose freely by the supplier) such as the absence of the recipient or his refusal to receive the product at the destination.

Notwithstanding the foregoing, the supplier must adopt all the measures required of a diligent merchant to guarantee a punctual delivery, within the agreed time, and if not, as soon as possible; all this to the satisfaction of the sender and the recipient. In this case, in compliance with all that corresponds to it, no liability can be imputed against the provider.

Depending on the type of product you purchase and the delivery area, each order may have a different delivery period. To know, prior to the confirmation of the order, you will be shown this information. The buyer will indicate the time segments in which the reception of the merchandise is more suitable. Once confirmed the order, we understand that you accept these indicated periods. In any case, remember that the delivery time will start to count from the day after the payment of your order is confirmed.

In general, orders are delivered within the indicated period. However, sometimes, certain factors may delay delivery slightly. The indicated times, if modified, may be communicated by telephone or by e-mail, by any of the parties. This may slightly delay the delivery of your merchandise.

In general, our delivery times are not delayed beyond 72 hours.

If the sale corresponds to a virtual product, or computer, or a redeemable voucher (baucher or voucher) directly downloaded from the website, the provider responsible to inform the user in advance about how to proceed to perform the download and the conditions or minimum requirements which must have the operating system of the download team. The provider is not responsible for:

* the connection or download failures attributable to the communication equipment or networks used by the user.
* incorrect or different uses of the stipulated or the lack of minimum system requirements that are established.

The provider agrees that the files or downloadable applications are free of viruses or any other malicious content that may affect the user's equipment.

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**7. PRICE AND VALIDITY OF THE OFFER**

The prices indicated on the website for each product do not include the Value Added Tax (VAT) or other taxes that may be applicable, and will always be expressed in the Euro currency (€). Unless expressly stated otherwise, they do not include shipping, handling, wrapping, shipping insurance or any other additional services and attachments to the product or service purchased.

The prices applicable to each product or service contracted will be those expressed automatically by the contracting process in phase "5. Acceptance of the final price (taxes and expenses included). The client assumes that prior to this phase of the contracting, the economic valuation of some of the products displayed on the access website may vary in real time. In any case, this will always be previously communicated and expressly accepted by the users in the final purchase process.

Any payment made to the supplier will result in the issuance of an invoice in the name of the registered user. This invoice will be automatically sent to the email address provided by the user, and will be sent along with the product purchased.

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**8. INFORMATION, SUGGESTIONS AND COMPLAINTS ABOUT THE ORDER**

For any information or suggestion about the order, the user will have the customer service phone of the provider and an email enabled for that purpose. These telephone numbers or customer service emails will be provided by the service provider in the confirmation to the customer of the purchase order. To facilitate the attention of these requests, the user must indicate in the subject of the message or to the teleoperator the assigned order number indicated in the confirmation email of the purchase.

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**9. RIGHT OF WITHDRAWAL AND RETURN POLICY**

The buyer has 7 business days (Sundays and holidays excluded) counted from the date of receipt of the product for the return of the same. Unless refund for defects in the product, the expenses related to the shipment will be assumed by the user. In any of the cases of return, the product must be returned in its original packaging and in the same state in which it was received. For the return of defective products, the provider makes available the telephone or the e-mail of "INFORMATION, SUGGESTIONS AND COMPLAINTS ON THE ORDER", means by which the user will receive precise instructions of return and will be informed of the terms and conditions of reimbursement or resubmission, in the cases that proceed.

a. WHEN CAN THE RETURN BE REQUESTED?

Different circumstances may exist to proceed with the return of an order.

1.) If the received product suffers damage during transport. Upon receiving the goods must ensure that the package is externally in good condition and show no symptoms of having received a blow, if so must reject the shipment reflecting the incidence on the delivery note of the carrier and notify us at the customer service phone provider or in the email enabled for that purpose during the following 24 hours.

Once you have your order you must open it and check that the merchandise apparently does not present any anomaly. We inform you that you must test the product before 7 days after receipt.

2.) Defective merchandise. If there is a defect in the operation you have 7 working days from receipt of the goods to proceed with their return. Communicate with the customer service phone of the provider or the email enabled for this purpose to receive instructions on how to proceed to change or return the product.

3.) Right of withdrawal. You have seven business days from the date of receipt of the product to execute the right of return or withdrawal through our DOCUMENT OF WITHDRAWAL and communicate with the customer service phone of the provider or the email enabled for that purpose to receive instructions from the way to proceed for the change or return of the product.

b. REQUIREMENTS TO MAKE A RETURN

1.) Be within the established period of 7 working days from the reception of the order.

2.) The product must be in perfect condition, including manuals, accessories, promotional gifts, and generally everything that is affixed to the purchase of said product. In the case of not receiving in its original packaging the product will suffer a depreciation that will be passed on to the consumer.

3.) In any case, the serial number of the product must match the one in the purchase slips.

4.) It must be accompanied by the delivery note or invoice issued together with the product to be returned.

5.) The product must be perfectly packed to avoid damage and incidents in transport.

In the cases it is detected that the returned product has been improperly manipulated by the client, the return will not be accepted.

c. EXCEPTIONS TO THE RIGHT OF RETURN

The right of withdrawal in the purchase of the following products will not be applied:

• Products that consist of sound or video recordings, discs and computer programs that have been unsealed by the consumer and user, as well as files provided electronically, capable of being downloaded or reproduced with immediate effect for permanent use.

• For reasons of hygiene, all those products related to personal care, health and hygiene, or that require direct contact with some parts of the body (such as intimate parts, mouth, ear, nostrils), whose packaging has been unsealed.

• Computers, laptops, tablets, hard drives and in general computer products that are not returned under the same conditions of delivery.

• Periodicals and magazines.

• Products for professional use.

• Products that have a price subject to fluctuations in a market not controlled by FISIO CONSULTORES S.L.

• Products that have been made according to the buyer's specifications or that are clearly personalized.

• Products that by their nature can not be returned, deteriorate or expire quickly.

• Provision of services whose execution has begun, with the agreement of the consumer and user, before the end of the term of seven working days. For these purposes, the training courses will be considered services provided.

• Nor will the right of withdrawal proceed in the case of customers who are not considered consumers and / or who act within an area of ​​business or professional activity.

d. PURCHASE REIMBURSEMENT

In the case of return for withdrawal, the full costs of transportation and management are borne by the consumer.

If the return is due to damage to the product, or defects in it, the costs will be borne by FISIO CONSULTORES S.L. In this case, you must contact the customer service phone to receive instructions on how to proceed. In case of not following these instructions for the transport of the product, the charges will be paid by the client.

The refund of the amount will be made in the same way in which the payment was made, except when the payment was made by entering in cash in our bank account, in this case the refund by bank transfer.

FISIO CONSULTORES S.L. will proceed to return the corresponding amount within a maximum period of thirty days from the receipt of the returned merchandise.

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**10. GUARANTEES**

All products offered through the website are new and completely original, unless otherwise indicated in its description.

All have a guarantee period of 2 years, according to the criteria and conditions described in Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws.

The specific guarantees of each product or service will be expressed by the supplier in phase "7. Purchase confirmation and guarantee conditions "of the" PROCUREMENT OF CONTRACT "and accepted by the buyer.

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**11. APPLICABLE LAW AND JURISDICTION**

These conditions are governed and interpreted according to Spanish legislation in what is not expressly established, and specifically by what is established in Law 34/2002, on Services of the Information Society and Electronic Commerce (LSSI-CE).

The supplier and the buyer agree to submit any dispute that may arise from the provision of the products or services subject to these "GENERAL CONDITIONS OF CONTRACT", to the Courts and Tribunals of the buyer's domicile.

In the event that the buyer has his domicile outside Spain, the provider and the user, expressly waive any other forum, submitting to the Courts and Tribunals of the city of the domicile of the supplier of the product or service.

In the event that the buyer has the status of legal entity or holder of business activity, expressly waive any other forum, submitting to the Courts and Tribunals of the city of the domicile of the supplier of the product or service.