

TERMS AND CONDITIONS OF USE POLICY

V1, 13.MAY.2025

I. General Information

The ownership of this website, *conficert.org*, (hereinafter referred to as "CONFICERT" or the "Website") belongs to the "Asociación CONFICERT" with Tax Identification Number (NIF): G44675510 and registered in the National Registry of Associations of Spain with the following registration data "Group 1, Section 1, with the number: 625483", whose legal representative is: Matías Romeo Olmedo, and whose contact details are:

- Address: Avenida de la Osa Mayor 29, 28023, Madrid, Spain.
- Contact phone: +34 91 740 2660
- Contact Email: info@conficert.org

By accessing and using this Website, you agree to comply with the following terms and conditions of use, as well as any subsequent modifications, without prejudice to the application of any mandatory legal regulations that may apply. Given the relevance of the foregoing, it is recommended that the User reads these terms each time they visit the Website. If you do not agree with these terms, please do not use the Website.

II. General Terms and Conditions of Use

These terms and conditions of use (hereinafter referred to as the "Terms") are intended to regulate access to and use of the Website. For the purposes of these Terms, the Website shall be understood to include: the external appearance of the screen interfaces, both static and dynamic, i.e. the navigation tree; and all elements integrated into both the screen interfaces and the navigation tree (hereinafter referred to as the "Content"), as well as all online services or resources offered to Users (hereinafter referred to as the "Services").

The Terms shall be easily accessible, permanently available, and free of charge, and will be made available for download by the User.

CONFICERT reserves the right to modify, at any time and without prior notice, the presentation and configuration of the Website, as well as the Terms incorporated therein. The User acknowledges and accepts that CONFICERT may, at any time, interrupt, disable, or terminate any of the elements that make up the Website or access to them. It is the User's responsibility to review these Terms periodically to stay informed of any changes.

This policy will be reviewed and updated annually to ensure that it is in line with current practices and current legislation. Updates may be made due to changes in legislation, improvements to our services, or changes in our privacy practices. Users will be notified of any changes to the policy through notices on the website at least one week in advance prior to the effective date of the changes. Your use of the Website after the update constitutes acceptance of the Terms. Users are encouraged to review changes to the policy each time it is updated.

Services Offered

User access to the Website is generally free and open, without requiring any compensation or the provision of personal data, except for the costs associated with the internet connection provided by the User's chosen telecommunications provider.

The use of any of the Contents or Services of the Website may be made through free access or, in the case of some services, through the User's prior subscription or registration.

The CONFICERT Website offers a wide range of information, services and data. Among other services, the Website offers training courses in different standards (Brands), for which the User's registration will be requested (see section on [Registration and User account](#)) and payment of the latter (see section on [payment and refund policy](#)).

The Content and Services provided on this Website, as well as the policies and payment processes, will be available in the following languages: English, French, German, Portuguese, Russian, Spanish, and Italian. The courses offered on the Website, along with the supporting documentation available for them, will be provided only in Spanish and English. In case of any discrepancy between language versions, the English version shall be considered the official reference.

Detailed information about each course, including content, duration and cost, is available on the Website ([ALL COURSES](#)).

The procedure for enrolling in a course will consist of the following steps:

- Selecting the desired course
- Select "Start Now" or "Add to Cart"
- Account registration or login if the User already has an existing account
 - o Login with username or email and your password
 - o Registration
 - [Members](#). Members will be required to fill out a membership form, in addition to paying a membership fee
 - Individual
 - Organization
 - Non-members
- Payment Platform.
 - o Contact information
 - o Order Summary
 - o Shipping Address
 - o Payment methods and data
 - o Purchase confirmation
- Confirmation email with link to the course.

In the private user area, there is also a section called "My Courses" where Users can check the status of their enrolled courses.

User Requirements and Rights

To use the services of the Website, Users must meet the requirements detailed below:

- The use of the information, Content and/or Services and data offered by CONFICERT must not contravene these Terms and Conditions, the Law, morality or public order, or may it infringe upon the rights of third parties or the proper functioning of the Website.
- Users must ensure the accuracy and legality of the information they provide in the forms enabled by CONFICERT to access certain Content or Services on the Website. In any case, Users must immediately notify CONFICERT of any incident that could allow the misuse of the information provided in such forms. This includes, but is not limited to, theft, loss, or unauthorized access to usernames and/or passwords, so that immediate cancellation can be carried out.
- The User declares to be of legal age and have sufficient legal capacity to be bound by these Conditions. Therefore, this CONFICERT Website is not directed to minors. CONFICERT declines all liability for non-compliance with this requirement.
- Users agree to use the Website responsibly and to refrain from engaging in any activity that may harm, interfere with, or disrupt the functioning of the Website. This includes, but is not limited to, the use of viruses, malware, or any other type of harmful software.

For its part, the Website sets as conditions that:

- CONFICERT reserves the right to remove all comments and contributions that violate the law, respect for the dignity of the person, that are discriminatory, xenophobic, racist, pornographic, spam, that threaten youth or children, public order or security, or that, in its opinion, are not appropriate for publication.
- In any case, CONFICERT will not be responsible for the opinions expressed by Users through comments or other blogging or participation tools that may exist.
- Mere access to this Website does not imply the establishment of any type of commercial relationship between CONFICERT and the User.

The User may avail themselves of their rights in accordance with Royal Legislative Decree 1/2007 on the General Law for the Defence of Consumers and Users.

User Registration and Account

The Website is freely accessible to all visitors. You can browse and access most content without registration.

The Website offers the option to register to access certain services, such as the private user area or training courses, for which you will be required to create a User account.

You are responsible for maintaining the confidentiality of your account and password, and for all activities that occur under your account. Do not share login information with third parties. The Website will not be liable for any damage or loss arising from the unauthorized use of your account.

Use of the Application Exclusive Access for Members, Certification Bodies, and Operators Authorized (Certiapp)

CONFICERT provides its members, certification bodies, and authorized operators with an official application (hereinafter, the “Application”), access to which is strictly limited to users who have formalized their membership or participation as collaborators or operators through a contractual agreement. This Application shares functionalities, services, databases, and technical infrastructure with the Website and forms part of CONFICERT’s training and certification platform.

The use of the Application is subject to these General Terms of Use, as well as the Privacy and Cookie Policies, to the extent applicable. The data related to the account provided to the authorized User shall be governed by the section “User Registration and Account,” with the User being solely responsible for maintaining the confidentiality of their account credentials.

The Application may require, among other things, the collection and processing of personal or corporate data necessary to provide the contracted services, including registration details, training tracking, course progress, certificates, user preferences, internal communications, and other data required for the proper operation of the services. Such data processing shall be carried out in accordance with the prior contractual agreement and applicable data protection laws (GDPR and LOPDGDD).

Use of the Application by the authorized User implies express acceptance of these General Terms, without prejudice to the acceptance of any specific terms that may also apply.

Payments and Refunds

Course Payments:

The Website offers the following payment methods:

- Credit/Debit Card: All major credit and debit cards are accepted. Payments are securely processed via our payment service provider.
- Direct Bank Transfer: A bank account number will be provided for direct interbank payment.

All payments must be made at the time of registration. Once the payment is confirmed, you will receive a confirmation email with details of the purchased course and corresponding access credentials.

Refund Policy:

- Refunds Due to Course Cancellation by the User: If you cancel your enrollment within 14 calendar days from the date of purchase, and provided the course has not been started or completed, you will receive a full refund. Cancellations after this period are not eligible for refunds.
- Refunds Due to Incorrect Course Selection: If you mistakenly select a course, you may request a full refund within 14 calendar days from the date of purchase.

- Refunds Due to Website Non-Compliance: If you believe the course content does not match the stated description, or if the Website does not allow completion of the purchased course, you may request a refund within 14 calendar days from the purchase date. Your request will be reviewed, and if deemed appropriate, a partial or full refund will be issued.

Refund Request Process: To request a refund, Users must send an email to info@conficert.org with the completed withdrawal form ([Cancellation Form for Online Purchases – CONFICERT](#)). Refund requests will be processed within 7 calendar days of receipt.

Membership, Fees, and Charges

CONFICERT membership requires payment of an initial membership fee and an annual fee, which grants access to exclusive services, preferential course pricing, and the official Application. Fees and charges also apply to certification bodies authorized to certify brands, as well as to operators.

These payments are made through the same secure platform used for course payments. Credit/debit cards and bank transfers are accepted. All payments must be made at the time-of-service application.

Annual fees are calculated on a calendar-year basis and must be paid in full upon the member's initial enrolment. They do not renew automatically unless otherwise stated at the time of subscription. From the second annual fee onward, payment must be made before January 31 of each calendar year.

CONFICERT will send a reminder email prior to the expiration of the annual period to allow members to renew their fees for the following year.

Membership and annual fees are exempt from VAT. However, authorization and certification fees are subject to VAT.

Users may voluntarily renew their membership via the private area of the website or by email notification.

Membership Refunds:

- No refunds will be issued once the membership period has officially started and been published on the Website.
- To request a refund, an email must be sent to info@conficert.org stating the reason and attaching the completed withdrawal form. Each request will be individually assessed to determine whether a refund is applicable.

Contact: For any questions related to payments and refunds, please contact us at: info@conficert.org

Intellectual and industrial property

CONFICERT, either as the sole owner or as assignee, is the owner of all intellectual and industrial property rights of the Website, as well as of the elements it contains (including, but not limited to, images, sound, audio, video, software or texts, trademarks or logos, combinations of colours, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc.). These are, therefore, works protected as intellectual property by the Spanish legal framework, being applicable both Spanish and Community regulations in this area and the international treaties on the subject signed by Spain.

All rights reserved. In accordance with the provisions of the Intellectual Property Law, the reproduction, distribution and public communication, including the making available, of all or part of the contents of this Website, for commercial purposes, in any medium and by any technical means, without prior authorisation of CONFICERT, is expressly prohibited.

The User agrees to respect the intellectual and industrial property rights of CONFICERT. You may view the elements of the Website and even print, copy and store them on your computer's hard drive or on any other physical medium, provided it is exclusively for your personal use. However, the User may not remove, alter or tamper any protection device or security system installed on the Website.

If the User or a third party considers that any of the Contents of the Website constitutes a violation of intellectual property protection rights, they must immediately notify CONFICERT through the contact details in the GENERAL INFORMATION section of this Terms and Conditions of Use Policy.

Link Policy

The CONFICERT Website provides or may provide Users linking mechanisms (such as, among others, links, banners, buttons), directories and search engines that allow Users to access websites belonging to and/or managed by third parties.

The inclusion of these links, directories and search tools on the Website is intended to make it easier for Users to search for and access the information available on the Internet, without being considered a suggestion, recommendation or invitation to visit them.

CONFICERT does not offer or market by itself or through third parties the products and/or services available on such linked sites.

Nor will it guarantee the technical availability, accuracy, veracity, validity or legality of sites outside its property that can be accessed through the links.

CONFICERT does not under any circumstances review or control the content of other websites, nor does CONFICERT approve, examine, or endorse the products and services, contents, files, and any other materials on such linked sites.

CONFICERT assumes no responsibility for any kind of damages that may arise from access to, use of, quality of, or legality of the content, communications, opinions, products, and services of websites not managed by CONFICERT that may be linked to from this Website.

The User or third party who makes a hyperlink from a web page of another Website other than the CONFICERT Website must be aware that:

- The reproduction, in whole or in part, of any of the Contents and/or Services of the Website is not permitted without the express authorisation of CONFICERT.
- No false, inaccurate or incorrect statement is allowed about the CONFICERT Website, or about its Contents and/or Services.
- Except for the hyperlink, the Website on which the hyperlink is established will not contain any element of this Website, protected as intellectual property by the Spanish legal system, unless expressly authorised by CONFICERT.
- The establishment of the hyperlink does not imply the existence of a relationship between CONFICERT and the owner of the Website from which it is made, nor the knowledge and acceptance by CONFICERT of the contents, services and/or activities offered on said Website, and vice versa.

Use of cookies

This website uses cookies to enhance user experience, analyse site traffic, and personalize content. By continuing to browse our site, you agree to the use of cookies. For more information, please see our [Cookie Policy](#).

Disclaimer of Warranties and Limitation of Liability

CONFICERT does not guarantee the continuity, availability or usefulness of the Website, or its Content or Services. CONFICERT will make every effort to ensure the correct functioning of the Website; however, it does not warrant that access to this Website will be uninterrupted or error-free.

CONFICERT does not warrant that the content of the Website is accurate, complete or up-to-date. The information provided on the Website is general in nature and does not constitute professional advice. CONFICERT is not responsible for decisions made by Users based on the information available on the Website.

CONFICERT also does not guarantee that the content or software accessible through this Website will be error-free or free of harmful elements that could damage the User's computer system (software or hardware). Under no circumstances will CONFICERT be liable for any loss or damage of any kind arising from access to, browsing on, or use of the Website, including but not limited to damage to computer systems or harm resulting from the introduction of viruses, cyberattacks, or any other activity that may damage the Website. It is the User's responsibility to implement appropriate security measures to protect their devices and data.



CONFICERT shall not be liable for any damage that may be caused to Users by the improper use of this Website. CONFICERT shall not be liable in any way for any breakdowns, interruptions, failures or defects in telecommunications that may occur.

Under no circumstances shall CONFICERT be liable for indirect, incidental, special, or consequential damages resulting from the use of or inability to use the Website, even if CONFICERT has been advised of the possibility of such damages. This includes, but is not limited to, loss of profits, business interruption, loss of data, or any other intangible loss.

III. Applicable Law and Jurisdiction

In accordance with the duty of information stipulated in Law 34/2002, of 11 July, on information society services and electronic commerce (LSSI-CE), the general information data and the Terms of Use have been provided and shall be governed and interpreted in accordance with national laws and applicable European Union regulations.

CONFICERT reserves the right to pursue any civil or criminal actions it deems necessary for the improper use of the Website and Contents, or for non-compliance with these Terms.

The relationship between the User and CONFICERT shall be governed by the regulations in force and applicable in Spain. In the event of a dispute over the interpretation or application of these Terms, the parties shall submit to the ordinary jurisdiction, submitting to the corresponding judges and courts according to the law.

Data Protection

In accordance with Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, and the General Data Protection Regulation (GDPR), *conficert.org* is committed to protecting the privacy and security of Users' personal data. The personal data collected will be used only for the specific purposes for which they were collected and will not be shared with third parties without the User's explicit consent ([Privacy Policy](#)).

Users have the right to access, rectify, cancel and oppose the processing of their personal data. To exercise these rights, you can contact us through the contact on the Website.

Contact

If you have any questions or concerns regarding these Terms and Conditions, please contact us via email: info@conficert.org or phone: +34 91 740 2660.