

TERMS AND CONDITIONS

(Safelora – www.safelora.com)

ARTICLE I: INTRODUCTION, DEFINITIONS, AND SCOPE

1.1 Parties.

These Terms and Conditions (hereinafter, the “Terms” or the “Agreement”) are entered into by and between Safelora, a business established under the laws of Spain, with its business address at Street 534, Number 20, La Cañada, Paterna, Valencia, Spain, and contact email admin@safelora.com (hereinafter, the “Provider,” “Safelora,” “we,” “us,” or “our”), and any natural or legal person who accesses, browses, registers, purchases, or otherwise makes use of the online services and digital courses offered through the website www.safelora.com (hereinafter, the “User,” “Consumer,” “you,” or “your”).

1.2 Nature of Services.

Safelora specializes in providing pre-recorded cybersecurity training courses (the “Digital Content”) made available for global access through our website and affiliated learning management system (“LMS”). These services are delivered in digital format only, without tangible medium.

1.3 Legal Framework.

These Terms are drafted in compliance with, and shall be interpreted according to:

- (a)** The EU Consumer Rights Directive 2011/83/EU, particularly regarding pre-contractual information duties and the right of withdrawal rules applicable to digital content.
- (b)** Spanish Consumer Law (Real Decreto Legislativo 1/2007, TRLGDCU), with explicit reference to Article 103(m) exception on digital content supplied immediately upon consumer consent.
- (c)** The Digital Content Directive (EU 2019/770), with respect to conformity of digital goods and remedies for defective digital content.
- (d)** Spanish Intellectual Property Law (Real Decreto Legislativo 1/1996), governing copyright, usage restrictions, and enforcement against unauthorized use.
- (e)** Relevant EU and Spanish VAT rules, particularly the VAT One-Stop-Shop (OSS) scheme applicable to cross-border sales of digital services to consumers.
- (f)** PSD2 (Directive (EU) 2015/2366) and related Strong Customer Authentication (SCA) requirements for electronic payments.

1.4 Scope of Agreement.

These Terms govern:

- (a)** Access to and use of our website, LMS, and related services.
- (b)** Ordering, purchasing, and accessing pre-recorded digital courses.
- (c)** The relationship between Safelora and Users, including rights, obligations, disclaimers, and dispute resolution mechanisms.
- (d)** The licensing of Digital Content, without any transfer of intellectual property rights.

1.5 Acceptance.

By ticking the acceptance checkbox during checkout and finalizing a purchase, you acknowledge that you have read, understood, and agree to be bound by these Terms. Acceptance of these Terms constitutes a legally binding contract between you and Safelora.

ARTICLE II: DEFINITIONS

2.1 “Digital Content” means the pre-recorded cybersecurity training courses, materials, and resources provided by Safelora in electronic format, not supplied on a tangible medium.

2.2 “Account” means the personal user account created on Safelora’s website and/or LMS, granting access to purchased Digital Content.

2.3 “Order” means a completed transaction initiated by the User through the website checkout process, confirmed by Safelora via email.

2.4 “Price” means the cost of Digital Content as displayed on the website at the time of purchase, exclusive or inclusive of VAT depending on the User’s location.

2.5 “Taxes/VAT” means any applicable Value Added Tax or other indirect taxes levied based on the User’s location, computed under the EU VAT OSS rules.

2.6 “License” means the limited, personal, non-exclusive, non-transferable right granted to the User to access and use Digital Content strictly for private study.

2.7 “Effective Date” means the date on which the User accepts these Terms and completes the purchase of Digital Content.

2.8 “Territory” means all countries worldwide except those subject to export control restrictions, sanctions, or legal prohibitions.

2.9 “Prohibited Use” means any conduct contrary to these Terms, including but not limited to copying, redistributing, or misusing Digital Content, engaging in unlawful conduct, or violating intellectual property rights.

2.10 “Support” means the technical and customer support channels provided by Safelora to assist Users with access or technical issues related to purchased Digital Content.

ARTICLE III: PRE-CONTRACT INFORMATION

3.1 Identity and Contact.

Provider: Safelora

Address: Street 534, Number 20, La Cañada, Paterna, Valencia, Spain

Email: admin@safelora.com

Website: www.safelora.com

3.2 Main Features of Services.

Safelora provides pre-recorded cybersecurity training courses accessible through online streaming via an integrated LMS platform. The courses are educational in nature and intended solely for private use by the purchasing User.

3.3 *Price and Taxes.*

All prices are displayed in euros (€) and may appear inclusive or exclusive of VAT depending on the User's browsing location. Final VAT is computed and displayed at checkout according to OSS rules. Invoices include VAT breakdown where applicable.

3.4 *Payment Methods.*

Payments may be made through credit/debit cards, PayPal, Stripe, or other third-party payment processors integrated into Tutor LMS.

3.5 *Technical Steps to Conclude.*

Ordering requires:

- (a) Adding the course to cart.
- (b) Reviewing the order summary and total price.
- (c) Accepting these Terms and the Privacy Policy by explicit checkbox.
- (d) Providing payment details.
- (e) Authorizing payment.
- (f) Receiving confirmation email with access credentials and/or link.

3.6 *Complaints.*

Users may submit complaints via admin@safelora.com. Safelora will respond within a reasonable period, not exceeding 30 calendar days.

ARTICLE IV: ORDERING PROCESS

4.1 *Workflow.*

Orders are initiated by selecting Digital Content, proceeding to checkout, confirming pre-contractual information, accepting these Terms, authorizing payment, and receiving confirmation.

4.2 *Confirmation Email.*

Safelora shall send an email to the User confirming the order, payment, and granting access credentials. Access is typically immediate, but may be delayed by technical or payment processing factors.

4.3 *Contract Formation.*

The contract is concluded when Safelora issues the order confirmation email.

4.4 *Errors.*

Users must ensure accuracy of data entered during ordering. Safelora is not responsible for errors caused by inaccurate User data.

ARTICLE V: USER ELIGIBILITY AND ACCOUNT

5.1 Capacity.

Users must have the legal capacity to enter into binding contracts under their local laws.

5.2 Minors.

If a User is a minor, parental or guardian consent is required. In Spain, digital consent is valid from age 14; Users under this age must have explicit authorization from a legal guardian. Parents/guardians remain fully responsible for all activities conducted by minors.

5.3 Account Security.

Each account is personal, unique, and tied to a single User. Sharing account credentials is strictly prohibited. Users are responsible for safeguarding their credentials and must immediately notify Safelora of any unauthorized use.

5.4 Suspension/Termination.

Safelora reserves the right to suspend or terminate accounts suspected of abuse, fraud, or breach of these Terms.

ARTICLE VI: PRICING, VAT, AND PAYMENTS

6.1 Price Display.

Prices are displayed in euros (€) and may vary depending on promotions or updates. Safelora reserves the right to modify prices at any time, provided that such changes shall not affect Orders already confirmed.

6.2 VAT OSS Compliance.

VAT is applied based on the User's billing location. The applicable VAT rate is calculated at checkout and displayed to the User. Receipts include VAT rate, amount, and breakdown.

6.3 Payment Processing.

Payment is charged immediately upon order confirmation. Payment gateways (e.g., Stripe, PayPal) handle payment processing, including compliance with PSD2 and SCA where applicable.

6.4 Security of Transactions.

Transactions are encrypted. Safelora does not store credit card data; this is managed securely by third-party processors.

6.5 Non-Payment.

Orders not successfully paid are deemed incomplete and will not be processed.

ARTICLE VII: DELIVERY AND ACCESS

7.1 Delivery.

Digital Content is delivered electronically, typically via instant access through the LMS upon successful payment confirmation.

7.2 Access Duration.

Unless otherwise stated at purchase, access to courses is granted for the duration advertised at the time of order. Safelora may, at its discretion, extend or adjust access duration for technical or service reasons.

7.3 Technical Requirements.

Users are responsible for ensuring their systems meet the necessary requirements, including supported browsers, operating systems, stable internet connection, and compatibility with Tutor LMS. Safelora is not liable for failure to access content due to User-side technical limitations.

7.4 Maintenance and Availability.

Safelora shall make reasonable efforts to maintain service availability. Scheduled maintenance may temporarily limit access, with prior notice when feasible.

ARTICLE VIII: LICENSE GRANT AND INTELLECTUAL PROPERTY

8.1 License.

Upon purchase, Safelora grants the User a personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Digital Content solely for personal study.

8.2 Restrictions.

The User shall not:

- (a)** Copy, reproduce, or redistribute Digital Content.
- (b)** Share credentials, allow third-party access, or publicly perform content.
- (c)** Record, screen-scrape, or resell Digital Content.
- (d)** Circumvent DRM, watermarking, or monitoring measures.

8.3 Enforcement.

Safelora reserves the right to deploy DRM, watermarks, or monitoring technologies to prevent and detect unauthorized use.

8.4 Ownership.

All intellectual property rights in Digital Content, including copyrights, trademarks, trade secrets, and associated materials, remain vested exclusively in Safelora and/or its licensors.

ARTICLE IX: ACCEPTABLE USE POLICY

9.1 Prohibited Conduct.

Users must not:

- (a)** Use Digital Content for unlawful purposes.
- (b)** Engage in unauthorized security testing, malware distribution, or privacy violations.
- (c)** Breach third-party rights, including intellectual property and data protection rights.
- (d)** Misrepresent affiliation with Safelora.
- (e)** Use content for commercial training, resale, or redistribution.

9.2 Monitoring.

Safelora reserves the right to monitor access logs and usage patterns for compliance with these Terms.

9.3 Consequences of Misuse.

Breach of this Article may result in suspension or termination of access, without refund, and potential legal action for damages.

ARTICLE X: WITHDRAWAL, REFUND, AND DEFECTIVE CONTENT

10.1 General Rule.

Under EU law, consumers have a 14-day withdrawal right. However, for digital content supplied on a non-tangible medium, this right does not apply once the consumer has expressly consented to immediate performance and acknowledged loss of the right.

10.2 Consent Mechanism.

During checkout, Users are required to tick a box confirming:

- (a)** Consent to immediate supply of Digital Content.
 - (b)** Acknowledgment that the statutory withdrawal right is lost.
- This box cannot be pre-ticked.

10.3 Refund Policy.

Accordingly, all sales are final once access has been granted, except where mandatory statutory rights apply.

10.4 Faulty or Defective Content.

If Digital Content is defective or fails to conform, Users may request repair, replacement, or alternative access in line with EU Digital Content Directive standards. Safelora's liability is limited to re-supplying content or providing equivalent remedies.

ARTICLE XI: SERVICE AVAILABILITY, MAINTENANCE, AND FORCE MAJEURE

11.1 Uptime Commitment.

Safelora undertakes commercially reasonable efforts to ensure continuous access to its website, LMS, and Digital Content. While we strive for high availability, we do not guarantee uninterrupted or error-free service.

11.2 Scheduled Maintenance.

We may temporarily suspend services to perform scheduled maintenance, upgrades, or security updates. Where feasible, advance notice will be provided via email or website notice.

11.3 Unscheduled Interruptions.

Safelora shall not be held liable for temporary unavailability of services due to unforeseen technical issues, cyberattacks, server outages, or third-party disruptions, provided reasonable efforts are taken to restore services.

11.4 Force Majeure.

Safelora shall not be liable for delays, failures, or interruptions in service caused by circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, internet outages, war, embargoes, sanctions, or government restrictions.

ARTICLE XII: MISUSE, FRAUD, AND ACCOUNT TERMINATION

12.1 Fraudulent Use.

Any attempt to fraudulently obtain access to Digital Content, engage in chargeback abuse, or exploit payment systems constitutes a material breach of these Terms.

12.2 Investigation Rights.

Safelora reserves the right to investigate suspected fraudulent, abusive, or unlawful conduct and to cooperate with law enforcement authorities where necessary.

12.3 Termination for Cause.

Safelora may suspend or permanently terminate User access without refund if the User:

- (a)** Violates these Terms.
- (b)** Engages in fraudulent activity or payment disputes without basis.
- (c)** Breaches intellectual property rights or acceptable use rules.

12.4 Reinstatement.

Reinstatement of terminated accounts is at Safelora's sole discretion and may be conditioned upon the User providing assurances, settling outstanding payments, or agreeing to enhanced monitoring.

ARTICLE XIII: EXPORT CONTROLS AND SANCTIONS COMPLIANCE

13.1 Restricted Territories.

Safelora does not provide services to persons or entities located in countries subject to EU, UN, US, or Spanish sanctions, including but not limited to Iran, North Korea, Syria, and other embargoed states.

13.2 Prohibited End-Users.

Users represent and warrant that they are not designated on any sanctions or restricted persons lists (e.g., OFAC SDN List, EU Consolidated List).

13.3 Geo-Blocking and Restrictions.

Safelora reserves the right to geo-block access or cancel Orders if evidence arises that services are being accessed in violation of sanctions or export controls.

13.4 User Compliance.

The User bears sole responsibility for ensuring that their access and use of the Digital Content do not breach applicable sanctions or export control laws.

ARTICLE XIV: DISCLAIMERS AND NATURE OF CONTENT

14.1 *Educational Purpose.*

Safelora's Digital Content is provided for educational purposes only. It is not professional advice, certification, or legal instruction.

14.2 *No Guaranteed Results.*

We do not guarantee any particular outcome, job placement, or professional advancement resulting from the completion of our courses.

14.3 *No Encouragement of Unlawful Activity.*

Courses are intended to train in ethical cybersecurity practices. Users must not interpret or apply content in ways that promote hacking, malware distribution, or unlawful security breaches.

14.4 *External Links.*

Digital Content may contain references or links to third-party websites or materials. Safelora does not endorse or assume responsibility for such external resources.

ARTICLE XV: LIMITATION OF LIABILITY

15.1 *Maximum Liability.*

To the fullest extent permitted by law, Safelora's total aggregate liability arising from or relating to these Terms shall not exceed the amount paid by the User to Safelora in the twelve (12) months preceding the claim.

15.2 *Excluded Damages.*

Safelora shall not be liable for:

- (a)** Indirect, consequential, punitive, or exemplary damages.
- (b)** Loss of profit, business, or opportunity.
- (c)** Data loss, corruption, or incompatibility issues.

15.3 *Mandatory Rights.*

Nothing in this Article excludes liability for death or personal injury caused by negligence, fraud, or other non-excludable liabilities under applicable law.

15.4 *Digital Content Defects.*

Where Digital Content is defective, Safelora's liability is limited to repair, replacement, or re-supply of equivalent content, as per Article X.

ARTICLE XVI: INDEMNITY

16.1 *User Indemnification.*

The User agrees to indemnify, defend, and hold harmless Safelora, its affiliates, officers, directors, employees, and contractors from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- (a) Breach of these Terms.
- (b) Unauthorized or unlawful use of Digital Content.
- (c) Violation of intellectual property rights.
- (d) Misuse of content for unlawful purposes.

16.2 Procedure.

Safelora shall promptly notify the User of any claim subject to indemnity. The User shall cooperate in defense, and Safelora may assume exclusive control of settlement negotiations at its discretion.

ARTICLE XVII: CHANGES TO COURSES AND SERVICES

17.1 Content Updates.

Safelora may update, revise, or improve Digital Content to maintain quality, accuracy, or compliance. Such updates do not entitle Users to refunds.

17.2 Course Discontinuation.

Safelora reserves the right to discontinue certain courses. Where discontinuation materially affects access, Safelora will provide alternative access or extend access to comparable courses.

17.3 Access Period.

The User's access remains valid for the period advertised at purchase. Updates during this period are included without additional charge.

ARTICLE XVIII: COMMUNICATIONS AND NOTICES

18.1 Electronic Communications.

Users agree that communications from Safelora may be sent electronically to the email address associated with their account, or via notices displayed on the website.

18.2 Validity of Notices.

Notices sent by email shall be deemed delivered on the date of transmission, provided no bounce-back error occurs.

18.3 Legal Correspondence.

Formal legal notices may be sent to:

Safelora – Legal Department

Street 534, Number 20, La Cañada, Paterna, Valencia, Spain

Email: admin@safelora.com

ARTICLE XIX: GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law.

These Terms are governed by and construed in accordance with the laws of Spain, without regard to conflict of law rules.

19.2 Mediation.

In the event of a dispute, the parties shall first attempt amicable settlement through mediation administered by a recognized Spanish mediation body, seated in Valencia.

19.3 Arbitration.

If mediation fails, disputes shall be finally resolved by arbitration under the rules of the Madrid Court of Arbitration or an equivalent institution, seated in Valencia, Spain. The language of arbitration shall be Spanish, unless otherwise agreed.

19.4 Consumer Protection Exception.

Nothing in this Article deprives consumers of mandatory rights to bring claims before their local courts under EU consumer law.

19.5 Jurisdiction.

Where arbitration is unavailable, the courts of Valencia, Spain, shall have exclusive jurisdiction, subject to Article 19.4.

ARTICLE XX: GENERAL

20.1 No Waiver.

Failure by Safelora to enforce any right or provision shall not constitute a waiver of such right.

20.2 Assignment.

Users may not assign or transfer rights or obligations under these Terms without Safelora's prior written consent. Safelora may assign or transfer its rights and obligations without restriction.

20.3 Order of Precedence.

In the event of conflict between these Terms and other policy documents (e.g., Privacy Policy, Cookie Policy), these Terms shall prevail regarding sales and licensing, except where privacy or data protection law requires otherwise.

20.4 Survival.

Articles on Intellectual Property, Indemnity, Limitation of Liability, Governing Law, and Dispute Resolution shall survive termination or expiration of this Agreement.

BY PURCHASING DIGITAL CONTENT FROM SAFELORA, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS AND CONDITIONS, WHICH FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND SAFELORA.