

REGULATIONS FOR THE CLIENT DEFENDER OF EUROPEAN CITY GUIDE

SECTION 1

REGARDING THE INSTITUTION OF THE CLIENT DEFENDER OF EUROPEAN CITY GUIDE, S.L.

Article 1 - These Regulations define the figure of the CLIENT DEFENDER of EUROPEAN CITY GUIDE, S.L. (henceforth EUROPEAN CITY GUIDE.)

The Client Defender will have the characteristics and duties stipulated in the following articles:

Article 2 - The objective of the Client Defender is to safeguard the rights and interests of the clients of EUROPEAN CITY GUIDE, in the face of the activity carried out by the latter which may be regarded as contrary to the rules of transparency and client protection and acceptable commercial practices, within the limits and with the requirements established by these Regulations.

Article 3 - Any client of EUROPEAN CITY GUIDE has the right to submit any claim to the knowledge and decision of the Client Defender which he deems appropriate to formulate, subject to the rules established by these Regulations.

Article 4 - The Client Defender will be a practising lawyer. The Client Defender must be a person of commercial and professional honour and with suitable knowledge and experience to carry out his duties.

The Client Defender will act independently of EUROPEAN CITY GUIDE, with total autonomy as regards the criteria and guidelines to be applied in the carrying out of his duties.

In this sense, the Client Defender may not have any labour relationship with EUROPEAN CITY GUIDE, provide services to them or any other kind of remunerated work, in order to guarantee the independence of his activity during the processing of the claim.

SECTION II

LENGTH OF THE APPOINTMENTS

Article 5 - The appointment of the Client Defender will be made by EUROPEAN CITY GUIDE for a period of 5 years, renewable for equivalent periods, as many times as is deemed necessary.

Article 6 - The Client Defender will be dismissed from his duties for any of the following reasons:

a) The expiration of the period for which he was appointed, unless his re-appointment is agreed upon.

- b) The loss of the requirements which condition his eligibility, in accordance with these Regulations.
- c) His death or disability.
- d) Having been convicted of a crime with a final and conclusive judgement.
- e) His resignation.
- f) By an agreement caused by the patent negligence of the Defender.

If the position becomes vacant, EUROPEAN CITY GUIDE, without prejudice to the fulfilment of the decisions which have been given, must appoint a new Client Defender within a period of thirty days, starting from the date on which the position becomes vacant.

Article 7 - It will be the duty of the Client Defender, in the terms established in article 2 of these Regulations, to protect and safeguard the rights and interests of the clients of EUROPEAN CITY GUIDE, arising from its relationship with the latter, as well as ensuring that this relationship unfolds at all times in accordance with the principles of good faith, equity and mutual trust. In the undertaking of his duties, the Client Defender must:

- a) Understand and decide upon, by issuing the corresponding decision, the claims the clients formulate, relating to the eventualities stipulated in article 10 of these Regulations.
- b) Present, formulate and complete for EUROPEAN CITY GUIDE the reports, recommendations and proposals which are his responsibility and which, to his mind, may lead to a strengthening of the good relationship and mutual trust which should exist between EUROPEAN CITY GUIDE and its clients.

ARTICLE 8 - REGARDING THE OBLIGATIONS OF EUROPEAN CITY GUIDE IN RELATION TO THE CLIENT DEFENDER

EUROPEAN CITY GUIDE will take the necessary measures to ensure that the Client Defender can carry out his duties as well as possible, in particular securing the absolute independence of his activity.

In particular, the EUROPEAN CITY GUIDE must:

- a) Provide funds for an annual expenses budget for the normal working of the Service.
- b) Help the Client Defender with everything which contributes to the correct and efficient fulfilment of his duties, providing whatever information he needs in matters of their responsibility.

c) Inform the clients of the existence of this Service, as well as the contents of these Regulations. In particular, this information will be supplied by means of the publication of these Regulations on the EUROPEAN CITY GUIDE website.

d) Receive and assess the complaints which may be formulated relating to the activity and work of the Client Defender, making the decisions they deem appropriate, in particular for the purposes of the provisions in Article 6.

Article 9 - EUROPEAN CITY GUIDE has the duty to supply the Client Defender with any information he requires, relating to the operations, contracts and services it provides, which are the subject of claims by its clients, when they refer to matters within its field of responsibility, and to make sure that all its executives and employees offer the appropriate collaboration.

Likewise, it must put at the disposal of its clients, in each and every one of the branches open to the public, as well as on its website, information concerning the existence of the Client Defender, indicating his postal and e-mail addresses, as well as the contents of these Regulations and the obligation of the client to exhaust the previous channel for claims with the client attention department of EUROPEAN CITY GUIDE

SECTION II REGARDING THE CLAIMS AND THEIR PROCESSING

PART I

REGARDING THE SUBJECT, FORM, REQUIREMENT AND PERIOD OF TIME FOR THE SUBMISSION OF CLAIMS

Article 10 - The Claims must be based on the contracts, operations and services of EUROPEAN CITY GUIDE Publishers, regarding which the client has received treatment which he regards as contrary to the legal rules and to acceptable commercial practices, affecting his interests and legally recognised rights, whether they arise from the contracts, from the rules to be applied or from acceptable commercial or mercantile praxis.

Article 11 - The submission and processing of the claims will be free of charge; the client will not be required to pay anything for this service.

Article 12 - The submission of the claims may be done in person or by means of duly accredited representation, in writing or by computerised means, provided that they allow the reading, printing and retention of the documents and that, in these cases, they comply with the requirements stipulated in Law 59/2003 of 19 December, on the electronic signature.

The complaint must be made solely by means of the official form which can be obtained on the website, whose minimum data are:

a) Names and surnames of the interested party and, in the event, of the person representing him, duly accredited.

b) Reason for the claim, with a clear specification of the matters upon which a decision is requested.

c) Having previously made a complaint to EUROPEAN CITY GUIDE

d) That the claimant has no knowledge that the material which is the subject of the complaint is being substantiated by means of an administrative, arbitral or judicial procedure.

e) Place, date and signature.

The claim which must be sent to the Client Defender of EUROPEAN CITY GUIDE and may be addressed to P.O. Box 12004, 08080 Barcelona, Spain or to the e-mail address service@DefClientECG.com. These addresses will be supplied along with the complaint form.

Article 13 - The period of time for the submission of claims or complaints may not be of more than two years, starting from the date on which the events causing them have come to the knowledge of the client.

Any complaint received by the Client Defender when the period stipulated in the previous paragraph has elapsed will be rejected.

PART II

REGARDING THE PROCESSING

Article 14 - When a claim is received by the Service, in the terms established in Article 12 of these Regulations, the Client Defender will send in writing an acknowledgement of its receipt and will record the date of the submission for the purposes of calculating the maximum period of three months that the Service has to resolve the file.

If 20 days have elapsed since its receipt and no correspondence has been received, it will be regarded as having been admitted for processing, which would give rise to the start of the procedure. Not admitting the claim for processing must always be decided upon within 20 days of receiving it. The reasons for not admitting it for processing are the following:

a) When non-rectifiable data, essential for processing the claim, are omitted, including the cases in which the reason for the claim is not specified.

b) Not having made a previous claim to EUROPEAN CITY GUIDE

c) When the events, reasons and the request in which the material of the subject of the claim are specified do not refer to specific operations or do not comply with the established requirements.

d) When claims are formulated which reiterate others which have been previously resolved, presented by the same client regarding the same events.

e) When the period of time for the submission of claims established in these Regulations has elapsed.

f) The Client Defender does not have the power to intervene once a payment has been made and no claim has been previously submitted to the Client Defence Service. In that case the contract has been reinforced and its terms re-endorsed by the client.

When it is decided not to admit the claim for processing, for any of the reasons indicated, the interested party will be informed by means of a reasoned decision, giving him ten calendar days to submit his objections. When the interested party has answered and the reasons for not admitting the claim are maintained, he will be informed of the final decision taken.

If the claim is submitted to the Client Defender when it is not a matter of his responsibility, he will inform the client attention department or service, and inform the claimant about the appropriate body to which he may submit his claim.

If the **identity** of the claimant is not sufficiently accredited or if the events which are the subject of the claim cannot be clearly established, the signatory will be asked to complete the documentation sent within a period of ten calendar days, with the warning that if he does not do so the claim will be filed without being processed further. This period will not be included in the calculation of the period of three months stipulated in the first paragraph of this article.

Article 15 - When a claim is admitted for processing, the Client Defender will send a copy of it to EUROPEAN CITY GUIDE so that it can formulate objections in a period of fifteen days, starting from the date on which it is received.

The fact that the claim is admitted for processing by the Client Defender prevents the same claim from being submitted to the client attention department or service of EUROPEAN CITY GUIDE, suspending all activity, especially regarding the claim.

In the course of the processing of the files, the Client Defender may ask both the claimant and the different departments and services of EUROPEAN CITY GUIDE for whatever data, clarifications, reports, or elements of evidence they regard as useful for helping him to reach his decision.

In the event that EUROPEAN CITY GUIDE resolves its situation with the claimant to the latter's satisfaction, EUROPEAN CITY GUIDE must inform the Client Defender or any other interested party and produce the supporting documents, unless the interested party expressly waives this right. In such cases, the claim will be filed without being processed further.

The interested parties may desist from their claims at any time. This will lead to the immediate ending of the procedure as far as the relationship with the interested party is concerned. However, the Service Director may decide to continue the procedure within the framework of his duties, in order to promote compliance with the legislation on transparency and on protection of both clients and best practices.

PART III

REGARDING THE DECISIONS GIVEN BY THE SERVICE OF THE CLIENT DEFENDER AND THEIR EFFECTS

Article 16 - The processing must end in a Decision within a maximum period of three months from the date on which the claim is submitted to the Client Defender.

The decision will always be reasoned and will contain clear conclusions about the request presented in each claim, based on the applicable contractual clauses, rules on transparency and client protection, as well as the best practices of the Publishers. In the case of a complaint being rejected, the reason for this will be indicated.

The decision will be made known to the interested parties within a period of ten calendar days starting from the date of the Decision, in writing or by computerised means, provided that they allow the reading, printing and retention of the documents and that they fulfil the requirements stipulated in Law 59/2003 of 19 December, on the electronic signature, as expressly designated by the claimant or, in the absence of this indication, by the same means by which the claim has been submitted.

The decisions given may contain exhortations or proposals addressed to the parties, aimed at achieving an equitable solution for both of them, as well as maintaining the mutual trust between them.

The Decision which rejects the presented claim must indicate the right of the claimant to submit it before the Courts or Administrative Bodies which he regards as appropriate.

Article 17 - The acceptance of the decision given by the Client Defender will be voluntary on the part of the client.

Article 18 - The decisions of the Client Defender which are favourable to the client will be binding for EUROPEAN CITY GUIDE. This will not be an obstacle for the full effective judicial protection, recourse to other means of conflict resolution, or administrative protection.

EUROPEAN CITY GUIDE must proceed to the fulfilment of the decision, as far as it is concerned, within the period indicated in the decision, after the client accepts it and abandons his intention to carry out other actions.

Article 19 - The Client Defender may, before giving his decision, take the measures he regards as necessary, designed to reach an amicable agreement between the two parties. Having achieved this, the agreement will have a binding nature for both parties and the Service will end the processing. It will do the same if, unilaterally, EUROPEAN CITY GUIDE agrees to the request of the client or the latter withdraws the claim.

Article 20 - The information relating to the files and their contents which are processed by the Client Defender will be only for the attention of the affected parties.

PART IV

REGARDING THE INCOMPATIBILITY OF SIMULTANEOUS ACTIONS AND THE INTERRUPTION OF THE EXPIRY PERIOD

Article 21 - The claims submitted before the Client Defender are incompatible with the simultaneous exercise of any other claims concerning the same matter. For this reason, the claimant must abstain from undertaking any other action by other means until a decision is given by the Client Defender. In the event of the non-fulfilment of this requirement the claims will be filed without being processed further. When the simultaneous processing of a claim and an administrative, arbitral or judicial procedure regarding the same matter comes to the knowledge of the Client Defender, he must abstain from processing the claim.

Article 22 - The submission of a claim before the Client Defender implies the acceptance of these Regulations and has the purpose of interrupting the expiry of actions which article 1973 of the Civil Code recognises for extrajudicial claims.

SECTION III

REGARDING RELATIONS IN GENERAL, THE REPORT AND EXPENSES BUDGET

PART I

Article 23 - Regardless of the processing of the claims, the Client Defender may send to EUROPEAN CITY GUIDE requests for information, notifications, questions or any other correspondence concerning general or specific aspects of EUROPEAN CITY GUIDE activity which may have attracted his attention and which, to his mind, may be of interest to the clients. EUROPEAN CITY GUIDE must reply to this correspondence within a period of no more than thirty days.

PART II

REGARDING THE REPORT AND BUDGET

Article 24 - (Regarding the Report). During the first quarter of each year the Client Defender will submit to EUROPEAN CITY GUIDE a Report explaining the carrying out of his duties during the previous year. Recommendations or suggestions may be included in it which are designed to improve relations between EUROPEAN CITY GUIDE and its clients.

Similarly, EUROPEAN CITY GUIDE may decide to publish those decisions which it regards as appropriate, given their general interest, maintaining, in each case, discretion regarding the identity of the parties involved.

Article 25 - (Regarding the Budget). Together with the Report, the Client Defender will submit the settlement of the expenses budget to which the former refers, as well as the forecasts for the following one. Among these forecasts, any proposal of a financial or organisational kind may be included which the Defender considers necessary in order to improve the carrying out of his duties.

FINAL PROVISIONS

One - These Regulations will come into force on 01 January 2005.

Two - If, after the date on which these Regulations come into force, a specific Community or State rule comes into force for our type of company, affecting the status of the Client Defender, these Regulations will be adapted to the said rule.