

## GENERAL TERMS AND CONDITIONS OF CONTRACTING

ASESORÍA Y GESTIÓN PREMIUM S.L. makes available to its clients the general terms and conditions of contracting that will govern the legal relationships between the parties, available on the website [www.h2bhipotecas.com](http://www.h2bhipotecas.com)

I) Company information: Name and commercial registration; ASESORÍA Y GESTIÓN PREMIUM S.L., with Tax ID (CIF) B67281303, has its registered office at Carretera de Avinguda Fabregada, 22, 6th floor, L'Hospitalet de Llobregat (08907), and is registered in the Commercial Registry of Barcelona, Volume 46560 – Folio 140 – Page 523773. It is a commercial entity operating as an independent credit intermediary between financial institutions offering financing and Clients seeking it, helping the latter to find the offer—among the loans and credits available in the market—that best suits their needs, always based on the information provided by the Clients and its expertise in the financial sector.

II) ASESORÍA Y GESTIÓN PREMIUM S.L. provides its services under the regulatory framework of Law 5/2019, of March 15, which regulates real estate credit agreements, and subsidiarily under Law 2/2009, of March 31, which regulates the contracting with consumers of mortgage loans or credits and intermediation services for loan or credit agreements, and other applicable provisions.

III) ASESORÍA Y GESTIÓN PREMIUM S.L., as a provider of financial services, is registered as a credit intermediary in the Register of Real Estate Credit Intermediaries and Lenders at the Bank of Spain, with registration number D040. The company has civil liability insurance with AXA Seguros Generales, S.A., policy number 82416363, in accordance with Law 5/2019 of March 15, regulating real estate credit agreements. Our customer service email for submitting any complaints or claims is: [atencionalcliente@h2bhipotecas.com](mailto:atencionalcliente@h2bhipotecas.com)

IV) The services provided by ASESORÍA Y GESTIÓN PREMIUM S.L. have a cost for the client; however, we may also receive commissions from the financial institutions we work with. If the Client requests it, ASESORÍA Y GESTIÓN PREMIUM S.L. can provide information about the commissions paid by the financial institutions offering the credit contracts.

V) ASESORÍA Y GESTIÓN PREMIUM S.L. aims to offer Clients seeking mortgage-backed financing the best possible conditions through financial institutions. The following services are provided:

- a. The Client will determine, based on their needs, the criteria for selecting the loan conditions that best match their profile, relying on the knowledge of ASESORÍA Y GESTIÓN PREMIUM S.L.
- b. ASESORÍA Y GESTIÓN PREMIUM S.L. will analyze and study, according to the Client's financial profile, the loans that may fit the Client's preferences, characteristics, and interests.
- c. ASESORÍA Y GESTIÓN PREMIUM S.L. may assist Clients with preliminary formalities or other pre-contractual processes related to the loans, and provide general guidance or information on the offers, pre-contractual or contractual terms of the loans offered by financial institutions.
- d. ASESORÍA Y GESTIÓN PREMIUM S.L. will require the Client to provide the information and documentation needed to send to financial institutions in order to carry out a proper solvency assessment. This assessment will require, by the financial institutions, obtaining the Client's credit risk reports from the Central Credit Register (CIR) of the Bank of Spain, and checking the Client's data in shared credit information systems.
- e. After collecting the relevant information and documentation, ASESORÍA Y GESTIÓN PREMIUM S.L. may share and send the Client's personal data to the financial institutions whose loan conditions match their preferences. These institutions may provide the European Standardised Information Sheet (ESIS) (considered a binding offer), the Standardised Warning Sheet (FiAE), and in general, all information required under applicable regulations depending on the type of loan requested.

**VI)** We expressly inform you of the existence of taxes and expenses that are not paid through ASESORÍA Y GESTIÓN PREMIUM S.L., such as appraisals, notary fees, registry costs, taxes, administrative services, etc.

**VII)** ASESORÍA Y GESTIÓN PREMIUM S.L. does not act as an advisor nor does it provide any type of investment advice or personalized recommendations regarding one or more loans available on the market. It also does not provide legal, tax, or any other type of advice, and nothing contained on the website should be used as a basis for making investments or decisions.

**VIII)** The right of withdrawal is only applicable to contracts **concluded remotely or outside the commercial establishment**. In such cases, the Client is expressly informed of the possibility of withdrawing from the intermediation contract signed with ASESORÍA Y GESTIÓN PREMIUM S.L. within 14 calendar days from its formalization, as provided in **Article 102 of the Spanish General Law for the Defense of Consumers and Users (TRLGDCU)**, without having to provide any reason and without penalty.

**IX)** ASESORÍA Y GESTIÓN PREMIUM S.L. will not earn or accrue any fees in cases where, after analyzing the Client's needs and provided information, it is not able to present the Client with binding offers from financial institutions, due to market criteria and conditions. If it is not possible to carry out a solvency assessment by the financial institutions due to the Client's negligence (e.g., failing to provide the necessary information or verification), the loan cannot be granted.

**X)** Financial intermediation contracts issued by ASESORÍA Y GESTIÓN PREMIUM S.L. will be formalized in Spanish, but the official co-language of the corresponding autonomous community may also be chosen.

**XI)** In compliance with current regulations, ASESORÍA Y GESTIÓN PREMIUM S.L. will process the personal information provided by the Client in order to deliver the requested service. The data provided will be retained for as long as the professional relationship is maintained or for the years necessary to comply with legal obligations.

**XII)** The Client has the right to obtain confirmation as to whether we are processing their personal data. Therefore, they have the right to access their personal data, rectify inaccurate data, or request its deletion when the data is no longer necessary.

**XIII)** For more information regarding data protection, the Client can visit the privacy policy of ASESORÍA Y GESTIÓN PREMIUM S.L. at: <https://www.h2bhipotecas.com/politica-privacidad/>

**XIV)** ASESORÍA Y GESTIÓN PREMIUM S.L. does not guarantee the accuracy, authenticity, truthfulness, reliability, or timeliness of the loan conditions. The conditions shown on the website are in no way binding and are provided solely for informational purposes. ASESORÍA Y GESTIÓN PREMIUM S.L. assumes no responsibility or involvement in the final conditions offered by the financial institutions to the Client. The content on the website is for information purposes only and should under no circumstances be considered an offer to sell, a solicitation to purchase, or a recommendation to perform any other transaction, unless expressly stated otherwise.

**XV)** ASESORÍA Y GESTIÓN PREMIUM S.L. will not take part in the commercial or legal relationships that may arise between the Client and the respective financial institutions, and will not participate at any time in the pre-contractual process or the actual contracting resulting from the Client's final choice.

**XVI)** ASESORÍA Y GESTIÓN PREMIUM S.L. shall not be held liable under any circumstances for any damages or losses suffered by Clients who enter into mortgage loans based on the information provided through the website, nor for any potential breaches by financial institutions. However, it will make every effort to ensure they comply with the highest standards of quality and legality, and will remain available for any assistance or claims the Client may require.

**XVII)** ASESORÍA Y GESTIÓN PREMIUM S.L. reserves the right to expand, modify, replace, and/or cancel the service at any time and without prior notice, without any resulting liability or entitlement to compensation. ASESORÍA Y GESTIÓN PREMIUM S.L. will do its best to notify and inform about any changes to these general conditions.



**XVIII)** By accessing the website or using the services offered, the Client accepts these general conditions and any future modifications.

**XIX)** These general conditions shall be governed by Spanish law.

**XX)** For any inquiries, complaints, or claims, the Client may contact the Customer Service Department in writing at the address indicated in Section I of these general conditions, or via email at [atencionalcliente@h2bhipotecas.com](mailto:atencionalcliente@h2bhipotecas.com). If applicable, the Client may also refer to the consumer dispute resolution body designated for the financial sector.