

LEGAL NOTICE AND CONDITIONS OF USE

The access, navigation and use of the website <https://cyberguardian.tech> (hereinafter, the "**Website**") implies the knowledge and acceptance of these conditions of use, whose terms have the same validity and effectiveness as any contract concluded in writing and signed.

Its observance and compliance will be enforceable with respect to any person who accesses, navigates or uses the Website. If you do not agree to the terms set forth, do not access, browse or use any page of the Website.

1. COMPANY DATA

Owner: Cyber Guardian Solutions, S.L., ("**Cyber Guardian**").

Registered office: Avda. De Cantabria s/n, 28660, Boadilla del Monte, Madrid, Edificio Amazonia.

VAT ESB13978960.

Public Registry: Commercial Registry of Madrid Volume 45399, Folio 168, Sheet 798541, Entry 1.

E-mail: contact@cyberguardian.tech.

2. OBJECT AND SCOPE

These conditions of use regulate the access, navigation and use of the Website, without prejudice to the fact that the contracting of our digitization solutions (the "**Solutions**") is subject to the general conditions of contracting (the "**General Conditions of Contract**"), and to any other particular conditions that may apply in each case, and that must be expressly accepted by users who wish to contract the solutions. These conditions may replace, complete or, where appropriate, modify these conditions of use.

Cyber Guardian reserves the right to modify the terms and conditions stipulated herein, in whole or in part, publishing any change in the same way as these terms of use appear or through any type of communication addressed to users.

3. FUNCTIONALITIES OF THE WEBSITE

The purpose of the Websites is to inform users about the services and digitization solutions offered by Cyber Guardian and to give Cyber Guardian subscribers access to the solutions contracted by signing the General Conditions of Contract.

4. REGISTRATION

Access to some services offered on the Websites will be restricted to those users who have contracted the solutions or who have subscribed to the free trial version of them, for which it will be necessary to have previously registered.

In this sense, the user will be solely responsible for the veracity and accuracy of the data granted for the creation of their user profile and must inform Cyber Guardian of any update thereof as soon as possible.

The identification codes and access codes are personal and non-transferable, being the responsibility of the user the custody of them. Likewise, the user will refrain from using them for illicit purposes or effects or contrary to the provisions of these conditions of use. To unsubscribe, the user must cancel their subscription to the Solutions in accordance with the processes established in the General Conditions of Contract.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Cyber Guardian is the owner or, where appropriate, holds the corresponding licenses on the rights of exploitation of intellectual and industrial property of the Website, as well as the rights of intellectual and industrial property on the information, materials and contents thereof, including, among others, trademarks, trademarks and other rights. trade names and other distinctive signs, images, photographs and videos and texts written in any language, including programming codes.

Under no circumstances will it be understood that the access, navigation and use of the Website by the User implies a waiver, transmission, license or total or partial transfer of such rights by Cyber Guardian and, in particular, it is prohibited to modify, copy, reproduce, reproduce, reproduce, transmit, and modify the Website. publicly communicate, transform or distribute, by any means and in any form, all or part of the contents included in the Websites, for public or commercial purposes if you do not have the prior, express and written authorization of Cyber Guardian or, where appropriate, of the holder of the corresponding rights.

However, the User is granted a right to use the contents and / or services of the Website within a strictly domestic scope.

In the event that the User sends information of any kind to Cyber Guardian through any of the channels enabled for that purpose, the User declares, guarantees and accepts that he has the right to do so freely, that such information does not infringe any intellectual, industrial, or industrial property rights. trade secret or any other rights of third parties, and that such information is not confidential or harmful to third parties.

The user acknowledges to assume responsibility, leaving Cyber Guardian harmless for any communication provided personally or on his behalf, reaching such responsibility without restriction the accuracy, legality, originality and ownership of it.

6. LINKS

6.1. Links to other websites

In the event that links to other web pages are shown on the Websites through different buttons, links, banners or embedded content, Cyber Guardian informs that these web pages may be managed by third parties, not having Cyber Guardian, in these cases, neither human nor technical means to know in advance and / or control and / or approve all the information,

contents, products or services provided by other websites to which links can be established from the Website.

Consequently, Cyber Guardian may not assume any responsibility for any aspect related to the web pages of third parties to which links may be established from the Website, in particular, by way of example and not limited to, their operation, access, data, information, information, information, information, etc. files, quality and reliability of its products and services, its own links and / or any of its contents, in general.

In this sense, if the users had effective knowledge that the activities carried out through these third-party websites are illegal or contravene morality and/or public order, they must immediately notify Cyber Guardian so that it is possible to assess whether it is necessary to disable the access link to them, an action that, if applicable, will be carried out in the shortest possible time.

In any case, the establishment of any type of link from the Website to another website does not imply that there is any kind of relationship, collaboration or dependence between Cyber Guardian and the person responsible for the third party website.

6.2. Links on other websites to the Websites

Cyber Guardian does not authorize the establishment of a link to the Websites from other web pages that contain illegal, illegal, degrading, obscene and, in general, illegal material, information or content. that contravene laws, morals or public order, or generally accepted social norms.

Cyber Guardian has no faculty or human and technical means to know, control or approve all the information, content, products or services provided by other websites that have established links to the Websites. Cyber Guardian does not assume any responsibility for any aspect related to the web pages that establish this link to the Web sites, in particular, by way of example and not limited to, their operation, access, data, information, information, information, etc. files, quality and reliability of its products and services, its own links and / or any of its contents, in general.

7. TERMS OF USE OF THE WEBSITE

It is not allowed and, therefore, its consequences will be the sole responsibility of the User, access or use of the Website for illegal or unauthorized purposes, with or without economic purpose, and more specifically, by way of example, but not limited to, it is prohibited:

- 1) Use the Websites in any way that may cause damage, interruptions, inefficiencies or defects in their functionality or in the computer of a third party;
- 2) Use the Websites for the transmission, installation or publication of any viruses, malicious code or other harmful programs or files;
- 3) Use the Websites to collect personal data from other users;
- 4) Communicate with Cyber Guardian through the Website with a false identity, impersonated third parties or performing any other action that may confuse other users about the identity of the origin of a message;
- 5) Unauthorized access to any section of the Website, other systems or networks connected to it, any Cyber Guardian server or the services offered through the Website, by hacking or forgery, password mining or any other illegitimate means;

- 6) Breach, or attempt to breach, the security or authentication measures of the Website or any network connected to it, or the security or protection measures inherent in the contents offered on the Website;
- 7) Carry out any action that causes a disproportionate or unnecessary saturation in the infrastructure of the Website or in the systems or networks of Cyber Guardian, as well as in the systems and networks connected to the Websites; or
- 8) Prevent the normal development of an event, contest, promotion or any other activity available through the Website or any of its functionalities, whether by altering or trying to alter, illegally or in any other way, the access, participation or operation of those, or by distorting the result of the same and / or using fraudulent methods of participation, by any procedure, and / or through any practice that threatens or violates in any way the present conditions of use.

Similarly, the websites have links to the social media profiles of Cyber Guardian, where users can post comments and content.

In this regard, we inform you that when the user participates in any of the profiles on social networks of Cyber Guardian, the rest of the users will be able to access and use all the contents published by it. Cyber Guardian cannot control what use other people will make of such content and, therefore, is not responsible for it.

Please note that Cyber Guardian does not previously control the content published by users on the Websites or in their profiles on social networks, so it assumes no responsibility for these contents. However, Cyber Guardian reserves the right to monitor and/or moderate any content posted by users and, in the event that any of them violates these terms of use, to edit or remove it. Likewise, if you find any information or content on the Websites that may be inappropriate, contrary to current regulations or contrary to the conditions provided on the Websites, please inform Cyber Guardian immediately through the different means available for this.

In particular, it is strictly forbidden to publish content:

- 1) That they may be considered as a violation in any form of the fundamental rights to honor, personal and family privacy or to the image of third parties and, in particular, of minors;
- 2) That include or link to photographs that collect images or personal data of third parties without having obtained the appropriate consent of their owners;
- 3) Violates the confidentiality of communications or infringes intellectual and industrial property rights or the rules governing the protection of personal data;
- 4) Containing any material or information that is illegal, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or in any way contrary to morality or public order;
- 5) Containing "spam" and/or links to sites unrelated to the corresponding space;
- 6) That include advertising or commercial communications, for the issuance of messages for advertising purposes or for the collection of data for the same purpose.

The breach by the user of any of these conditions of use may entail the adoption by Cyber Guardian of the appropriate measures protected by law and in the exercise of their rights or obligations, being able to prevent access to the Websites or the possibility of participating in the spaces enabled in it to users who violate these conditions, without the possibility of any compensation for the damages caused.

8. RESPONSIBILITIES AND WARRANTIES

Cyber Guardian cannot guarantee the reliability, usefulness, timeliness or veracity of absolutely all the information and / or services of the Website, nor of the usefulness or veracity of the documentation made available through it.

Consequently, Cyber Guardian does not guarantee and is not responsible for: (i) the continuity of the contents of the Website; (ii) the absence of errors in such content; (iii) the absence of viruses and / or other harmful components on the Websites or on the server that supplies it; (iv) the invulnerability of the Website and/or the impossibility of violating the security measures adopted therein; (v) the lack of utility or performance of the Website contents; and (vi) damages caused to himself or to a third party, any person who violates the conditions, rules and instructions that Cyber Guardian establishes on the Websites or through the breach of the security systems of the Website.

However, Cyber Guardian declares that it has taken all the necessary measures, within its possibilities and the state of the art, to guarantee the operation of the Website and to minimize errors of the system, both from a technical point of view, as of the contents published on the websites.

Cyber Guardian does not guarantee the legality, reliability and usefulness of the contents provided by third parties through the Website.

Cyber Guardian will not be responsible for the veracity, integrity or updating of the information published on the Web sites from sources outside it (external news, reports of external professionals, etc.), as well as those contained in other web portals by link from the Web Site.

If the user becomes aware of the publication of any inaccurate, outdated and false data or of the existence of any illegal, illegal, contrary to the laws or that could imply an infringement of intellectual or industrial property rights, of the applicable regulations on the protection of personal data and / or any other right, you must immediately notify Cyber Guardian so that it can proceed to the adoption of the appropriate measures.

9. PRIVACY POLICY AND COOKIES

In accordance with the provisions of current and applicable legislation on the protection of personal data, all personal data provided during the use of the Website will be treated in accordance with the provisions of the privacy policy that every user must expressly accept in order to use and register on the Websites.

Any user who accepts these conditions of use accepts in an informed, express and unequivocal way our privacy policy , being able to exercise the rights that correspond to them in this matter, as reported in the same.

Likewise, the User is informed that Cyber Guardian accesses information about their browsing habits and about the use made of the Website in accordance with what is indicated in the cookie policy.

10. APPLICABLE LAW AND COMPETENT JURISDICTION

These terms of use are governed by Spanish law. The parties expressly submit and when permitted by applicable law, for the resolution of disputes and waiving any other jurisdiction, to the courts and tribunals of Madrid city.

To file complaints in the use of our services, you can write by mail to the email or physical address indicated at the beginning, committing us to seek at all times a friendly solution to the conflict.

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