

Legal Notice

Corporate Website



1. Legal information and acceptance

The terms and conditions contained in this Legal Notice regulate the use of the website www.fluzo.com (hereinafter, the "**Website**") that **FLUZO TECHNOLOGIES, S.L.** (hereinafter, "**FLUZO**") makes available to the users who access its Website (hereinafter, the "**User**" or "**Users**") with the aim of providing them with information about its services and the possibility of making use of them.

The use of the Website by the Users entails the acceptance of all the conditions contained in this Legal Notice.

The duration of the Website service is limited to the moment in which the Users are connected to the Website or any of the services that are provided through the same. Therefore, the Users shall read this Legal Notice governing the use of the Website carefully each time they intend to use the same since it could undergo changes without prior warning.

2. Terms of use of the contents and services

The use of the Website and its content is voluntary, so it is the responsibility of the user to use it.

Access to the Website is free except in relation to the cost of the connection through the telecommunications network provided by the access supplier hired, where appropriate, by the User.

The Users undertake to use the contents and services in a diligent, legal, correct and lawful manner and, without limitation, shall refrain from:

- a. using the contents and services in a manner that produces or may produce effects contrary to law, morality and generally accepted good practices or public order;
- b. transferring or disclosing information, data, contents, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any material that is obscene, offensive, vulgar or which encourages conduct that is criminal, slanderous, defamatory, libellous, violent and, in general, contrary to law, morality and generally accepted good practices or public order;
- c. reproducing, copying or distributing the contents and permitting the public to access the same through any means of communication to the public or transform or modify such contents, unless authorisation has been obtained from the owner of the relevant rights or such action is legally permitted;
- d. breaching intellectual or industrial property rights held by FLUZO or third parties;
- e. using the services and contents in a way that might entail damage or overload for the operating of the Website;
- f. carrying out fraudulent transactions or actions which might facilitate any kind of illicit or fraudulent conduct, and;
- g. using the contents and services and, in particular, any kind of information obtained through the Website for any type of advertising purposes, especially sending publicity, communications for the purpose of direct sale or any other kind of commercial purpose, unsolicited messages individualized

or addressed to more than one person and selling or in any way disclosing such information without the recipient's and FLUZO's authorisation.

Users shall be liable for all types of damage that FLUZO might suffer, directly or indirectly, as a result of non-compliance with any of the obligations under this Legal Notice or the law in relation to the use of the Website.

3. Disclaimer of warranties and liability

FLUZO reserves the right to interrupt the access to the Website and the supply of any or all of the contents available through the same at any time and without prior notice, due to technical, security or maintenance reasons, power cuts or any other justified cause.

As a result, FLUZO does not guarantee the reliability, availability or continuity of the Website or the contents and, therefore, the use of the same by the Users shall be at their own risk. At no time shall the User hold FLUZO responsible for interruptions to or non-availability of the services.

FLUZO shall not be liable for any interruption, delay, error, malfunction of the service or, in general, any other inconvenience owing to reasons beyond the control of FLUZO, and/or due to the Users acting negligently or fraudulently and/or due to force majeure. For the purpose of these general terms and conditions, force majeure shall be deemed to include all those events beyond the control of FLUZO, such as: error on the part of third parties, operators or service companies, Government acts, non-access to third party networks, acts or omissions by public authorities, events resulting from natural disasters, power cuts, etc. and attacks by hackers, crackers and other third parties to the security or integrity of the IT system. In any event, irrespective of the cause, FLUZO shall accept no liability for any direct or indirect damages, consequential damages and/or loss of profits.

FLUZO disclaims its liability for any kind of damage that might result from the lack of veracity, accuracy, exhaustive nature and/or updating of the contents transferred, diffused, made available or received, obtained or which have been accessed through the Website, or the contents loaned or offered by third parties or entities.

FLUZO, insofar as this is possible, shall try to update and rectify the information hosted in the Website that does not comply with the minimum guarantee of veracity. However, it shall be held harmless from such information not being updated or rectified and from the contents and information dumped in the same.

FLUZO shall not be held responsible for the content of the information collected on the Website or the opinions, comments, remarks or any other statement contained in the same which are not issued directly by FLUZO.

FLUZO disclaims liability for any kind of damage that might result from the presence of viruses or other harmful elements in the IT systems or the documents and systems stored on the same.

FLUZO shall not be held responsible for the contents, whatever they may be, that the Users submit to FLUZO through the Website, the electronic mail service or any other means. As a result, any liability arising from the contents submitted by the Users shall be attributed to the same.

FLUZO shall not be held responsible for the use made by the Users of the Contents (as defined in clause 6) and any other material contained in the Website, which might entail a breach of any type of rule, national or international, intellectual or industrial property rights or any other third party right. Likewise, FLUZO shall not be held responsible for any possible security errors that might be produced as a result of using browsers that have not been updated, or the consequences that might derive from the malfunctioning of

the browser, whether due to incorrect configuration, the presence of a computer virus or any other cause not attributable to FLUZO.

4. Links to third parties (outbound links)

The Website access service might include technical linking mechanisms, directories and even search tools which permit the Users to access other Internet websites (hereinafter, "Linked Sites"). In such cases, FLUZO acts as service supplier and shall only be liable for the contents and services supplied on the Linked Sites insofar as it is effectively aware of the illicitness or that third party goods and rights might be harmed and has not disabled the link with due diligence.

In the event that the Users consider that there is a Linked Site with illicit or inappropriate contents, they may report this to FLUZO by writing to the contact address indicated in section one of this Legal Notice indicating:

- a. the name of the reporting party, address, telephone number and e-mail address;
- b. description of the events that reveal the illicit or inappropriate nature of the Linked Site; and
- c. an express statement that the information contained in the communication is accurate. In no event shall this notification entail the obligation to remove the relevant link, or entail actual knowledge of the activities and/or contents indicated by the notifying party.

In no event shall the existence of Linked Sites entail the presumption of agreements with the persons responsible for the same or owners of the same, or the recommendation, promotion or identification of FLUZO with the statements, contents or services provided.

FLUZO shall not be held responsible for damages caused by the illicitness, quality, out datedness, unavailability, error and uselessness of the contents and /or services of the Linked Sites or any other damage that is not directly attributable to FLUZO, with the exception of the terms of this Legal Notice.

If the Users decide to visit and/or use any of the Linked Sites, they shall do so at their own risk and shall take the relevant protection measures against viruses or other harmful elements.

5. Links to the Website (inbound links)

Third parties are not authorised to introduce links from their own websites to the Website without the express consent of FLUZO.

In the event that a third party is authorised to use the link www.fluzo.com, such use shall be made in compliance with the limits and for purposes contained in the relevant authorisation. In such case, FLUZO shall be able to request, at any time and without having to give reasons for the request, that any link to the Website is removed, after which the person responsible for the website offering the link shall remove the link immediately.

6. Intellectual and industrial property rights

The entire contents of the Website, which shall be deemed to include, without limitation, texts, photographs, graphics, images, icons, technology, software, links, domain names, brands and other audio visual or sound contents, as well as their graphic design and source codes (hereinafter referred to as the "Content" or "Contents"), shall belong exclusively to FLUZO or third parties, whose rights, where appropriate, are recognised by FLUZO, and shall be protected by intellectual and industrial property rights under national and international legislation.

FLUZO does not grant any license or authorization of use of any kind on its industrial and/or intellectual property or on any other property or right related to the Website, the services or the content.

The use of any types of element protected by industrial and intellectual property rights for any purpose, especially commercial purposes, and the distribution, communication, modification, alteration, transformation or decompilation thereof shall be strictly prohibited without the express written authorisation of the owner of the element protected.

Breach of any of the above rights may constitute a breach of these provisions and an offence typified in the Spanish Criminal Code.

7. Miscellaneous

Any clause or provision of this Legal Notice that is found to be illegal, invalid or unenforceable shall be excluded from the same and shall be considered inapplicable to the extent of such illegality, invalidity or unenforceability and replaced with a clause or provision as similar as possible to such illegal or invalid clause. The remaining provisions shall not be affected and notwithstanding such illegal, invalid or unenforceable clause or provision, shall remain fully valid and in force.

FLUZO disclaims any warranty of any kind and therefore shall be held harmless from all liability derived from the above points, and other issues that might not be envisaged in this document.

8. Governing law and jurisdiction

The relationship between FLUZO and the User shall be governed by current Spanish legislation and any dispute shall be submitted to the Courts and Tribunals of the address of the User.

Similarly, in the event of disputes relating to online contracting, we inform you that the European Commission makes available to consumers an online platform for resolving consumer complaints, which can be accessed through the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>.

10. Contact with FLUZO

If you have any doubts or questions regarding the provisions of this Legal Notice, you may write to FLUZO TECHNOLOGIES, S.L. at Calle Emilio Coll, 22. 13, Pozuelo de Alarcón, 28224, Madrid, or to the following e-mail address: hello@fluzo.com.

6th August 2019