

LEGAL NOTICE

1. Legal information and acceptance.

In compliance with Article **10 of Law 34/2002**, of 11 July, on Information Society Services and Electronic Commerce, the company's identification details are set out below. This internet portal is made available to users by the entity whose identification details are as follows:

Company Name:	Intercala Administradores, S.L
TIN / C.I.F.:	B16494098
Registered Office:	Bulevar de La Cala, 31, Ed. Cala del Mar I, 1º 6D
Telephone	952494175
Email:	info@intercala.com
Registration details:	Registro Mercantil de Málaga MA 183748

This legal notice sets out the general conditions governing access to and use of this website, hereinafter referred to as "the website". Use of the website implies the express and full acceptance of these general conditions in the version published at the time the user accesses it, without prejudice to any specific conditions that may apply to certain services of the website.

Access to the website is free of charge, except for the cost of connection through the telecommunications network provided by the access provider contracted by users. Certain services are exclusive to our clients and access to them is restricted.

Use of the Portal confers the status of user of the Portal (hereinafter, the "User") and implies acceptance of all the conditions included in this Legal Notice. The provision of the Portal service is limited to the time during which the User is connected to the Portal or to any of the services provided through it. Therefore, the User must carefully read this Legal Notice on each occasion on which they intend to use the Portal, as the Portal and its conditions of use set out in this Legal Notice may be subject to modification.

Certain services of the Portal accessible to internet users or exclusive to clients of **Intercala Administradores, S.L** may be subject to specific conditions, regulations and instructions which, where applicable, replace, supplement and/or amend this Legal Notice and which must be accepted by the User before the provision of the relevant service begins.

2. Intellectual and Industrial Property

This website and the contents it hosts are protected by the legislation in force concerning intellectual property.

Intercala Administradores, S.L. is the owner or licensee of all intellectual and industrial property rights relating to its website, as well as to the elements contained therein. Accordingly, the reproduction, distribution, public communication and transformation of all or part of the contents of this website for commercial purposes, in any format and by any technical means, are expressly prohibited without the authorization set out in the Terms and Conditions.

The trademarks, trade names or distinctive signs are the property of **Intercala Administradores, S.L.**, whether by virtue of industrial or intellectual property rights, and access to the Portal shall not be understood to grant any right whatsoever over the aforementioned trademarks, trade names and/or distinctive signs.

All products and services on these pages that are NOT the property of **Intercala Administradores, S.L.** they are registered trademarks of their respective owners and are recognised as such by our company. They appear on the **Intercala Administradores, S.L.** website solely for the purposes of promotion and information gathering. These owners may request the amendment or removal of the information that belongs to them.

3. Conditions of Use of the Portal

3.1 General

The User is obliged to make proper use of the Portal in accordance with the Law and this Legal Notice. The User shall be liable to **Intercala Administradores, S.L.** or to third parties for any damages that may be caused as a result of a breach of this obligation.

Use of the Portal for purposes detrimental to the property or interests of **Intercala Administradores, S.L.** or of third parties, or in any other way that may overload, damage or render unusable the networks, servers and other computer equipment (hardware) or software products and applications of **Intercala Administradores, S.L.** or of third parties, is expressly prohibited.

3.2 Contents

The User committed to use the Contents in accordance with the Law and this Legal Notice, as well as with any other conditions, regulations and instructions that may, where applicable, be in force pursuant to the provisions of clause 1.

By way of illustration only, and in accordance with the legislation in force, the User shall refrain from:

- Reproducing, copying, distributing, making available, publicly communicating, transforming or modifying the Contents, except in cases authorized by law or expressly consented to by **Intercala Administradores, S.L.** or by the holder of the relevant exploitation rights, where applicable.
- Reproducing or copying for private use any Contents that may be regarded as Software or a Database in accordance with the legislation in force concerning intellectual property, as well as their public communication or making them

available to third parties where such acts necessarily entail reproduction by the User or by a third party.

- Extracting and/or reusing all or a substantial part of the Contents forming part of the Portal, as well as of the databases that **Intercala Administradores, S.L.** makes available to Users.

3.3 Introduction of Links to the Portal

Any Internet user wishing to introduce links from their own web pages to the Portal must comply with the conditions set out below, and lack of knowledge thereof shall not exempt them from the responsibilities arising under the Law:

- The link may only connect to the home page or main page of the Portal, but may not reproduce it in any way whatsoever (including online links, copying of texts, graphics, etc.).
- In all cases, and in accordance with the applicable legislation in force at any given time, it shall be prohibited to establish frames or any type of framework that encloses the Portal or allows the display of the Contents through Internet addresses other than those of the Portal and, in any event, where they are displayed jointly with content external to the Portal in such a way that: (I) it produces, or may produce, error, confusion or deception among users as to the true origin of the service or Contents; (II) it constitutes an act of unfair comparison or imitation; (III) it serves to take advantage of the brand reputation and prestige of **Intercala Administradores, S.L.**; or (IV) it is otherwise prohibited under the legislation in force.
- No false, inaccurate or incorrect statement whatsoever about **Intercala Administradores, S.L.**, its partners, employees or clients, or about the quality of the services it provides, shall be made from the page introducing the link.
- Under no circumstances shall it be stated on the page where the link is located that **Intercala Administradores, S.L.** has given its consent to the insertion of the link or that it otherwise sponsors, collaborates with, verifies or supervises the services of the referring party.
- The use of any word, graphic or combined trademark, or any other distinctive sign of **Intercala Administradores, S.L.**, within the referring party's page is prohibited, except in cases permitted by law or expressly authorized by **Intercala Administradores, S.L.**, and provided that, in such cases, a direct link to the Portal is allowed in the manner established in this clause.
- The page establishing the link must strictly comply with the law and may under no circumstances provide or link to its own content or that of third parties which: (I) is unlawful, harmful or contrary to morality and public order (including pornographic, violent or racist content, etc.); (II) induces or may induce the User to form the false impression that **Intercala Administradores, S.L.** subscribes to, endorses, adheres to or in any way supports the ideas, statements or expressions, whether lawful or unlawful, of the referring party; (III) is inappropriate or irrelevant to the activity of **Intercala Administradores, S.L.**, having regard to the location, content and subject matter of the referring party's website.

4. Disclaimer of Liability

4.1 Regarding Information

Intercala Administradores, S.L. shall not be held liable for any decisions taken on the basis of the information provided on the Portal, nor for any damages caused to the User or to third parties as a result of actions whose sole basis is the information obtained from the Portal.

4.2 Regarding the Quality of the Service

Access to the Portal does not imply any obligation on the part of **Intercala Administradores, S.L.** to monitor the absence of viruses, worms or any other harmful computer elements.

In all cases, it is the responsibility of the User to ensure the availability of appropriate tools for the detection and removal of harmful software.

Intercala Administradores, S.L. shall not be liable for any damage caused to the computer equipment of Users or third parties during the provision of the Portal service.

4.3 Regarding the Availability of the Service

Access to the Portal requires services and supplies provided by third parties, including transmission through telecommunications networks, the reliability, quality, continuity and operation of which are not the responsibility of **Intercala Administradores, S.L.** Consequently, the services provided through the Portal may be suspended, cancelled or become inaccessible, either prior to or simultaneously with the provision of the Portal service.

Intercala Administradores, S.L. shall not be liable for damages of any kind caused to the User arising from failures or disconnections in telecommunications networks that result in the suspension, cancellation or interruption of the Portal service during its provision or beforehand.

4.4 Regarding the Content and Services Linked through the Portal

The Portal access service includes technical linking devices, directories and even search tools that enable the User to access other Internet pages and portals (hereinafter referred to as "Linked Sites"). In such cases, **Intercala Administradores, S.L.** acts as an intermediary service provider in accordance with Article 17 of Law 34/2002, of 12 July, on Information Society Services and Electronic Commerce (LSSI), and shall only be liable for the content and services supplied on the Linked Sites to the extent that it has actual knowledge of their unlawfulness and has not deactivated the link with due diligence. If the User considers that there is a Linked Site containing unlawful or inappropriate content, they may notify **Intercala Administradores, S.L.** in accordance with the procedure and effects established in clause 6; however, such notification shall under no circumstances entail an obligation to remove the corresponding link.

Under no circumstances shall the existence of Linked Sites imply the existence of agreements with those responsible for or owning them, nor shall it imply the recommendation, promotion or identification by **Intercala Administradores, S.L.** with the statements, content or services provided therein.

Intercala Administradores, S.L. is not aware of the content and services of the Linked Sites and therefore shall not be liable for any damage arising from the unlawfulness, quality, obsolescence, unavailability, error or ineffectiveness of the content and/or services of the Linked Sites, nor for any other damage that is not directly attributable to **Intercala Administradores, S.L.**

5. Data Protection.

You may consult our Data Protection Policy: (https://www.intercala.com/BL_POLITICA%20DE%20PRIVACIDAD.pdf) in order to know how we use your personal data.

6. Communication of Activities of an Unlawful and Inappropriate Nature

In the event that the User or any other Internet user becomes aware that the Linked Sites refer to pages whose content or services are unlawful, harmful, degrading, violent, or contrary to morality, they may contact **Intercala Administradores, S.L.**, indicating the following details:

1. Personal details of the reporting party: name, address, telephone number, and electronic mail address;
2. Description of the facts that reveal the unlawful or inappropriate nature of the Linked Site;
3. In the event of an infringement of rights, such as intellectual and industrial property rights, the personal details of the holder of the infringed right where that person is different from the reporting party;
4. You must also provide the document that proves the entitlement of the rights holder and, where applicable, proof of representation to act on behalf of the rights holder where that person is different from the reporting party;
5. An express statement that the information contained in the complaint is accurate.

Receipt by **Intercala Administradores, S.L.** of the communication provided for in this clause shall not, in accordance with the provisions of the LSSI, imply effective knowledge of the activities and or content indicated by the reporting party.

You must also provide the document that proves the entitlement of the rights holder and, where applicable, proof of representation to act on behalf of the rights holder where that person is different from the reporting party.

7. Notifications

All notifications and communications made by the parties shall be valid in accordance with the means permitted by law. Those relating to this Portal shall be deemed effective, for all purposes, if they are carried out through the Portal itself.

8. Modifications

Intercala Administradores, S.L. reserves the right to make, without prior notice, any modifications it considers appropriate to its website, and may change, remove, or add both the content and the services provided through it, as well as the manner in which these are presented.

Furthermore, these terms and conditions may be amended at any time. The modifications shall enter into force from the moment of their publication.

9. Social Media

Intercala Administradores, S.L. is present on various Social Medias and platforms. Therefore, when accessing any of these or other networks, it must be borne in mind that the applicable terms of use are those established by each platform, in which **Intercala Administradores, S.L.** does not intervene.

10. Legislation

This Legal Notice shall be regulated in each and every respect by Spanish law. Provided that the applicable law permits the waiver of the legally established jurisdiction, the courts of Málaga are designated as the jurisdiction for the settlement of any disputes, and the user expressly waives any other jurisdiction that may correspond to them.