

## Legal Notice and Terms of Use

### 1. OWNERSHIP OF SITE

In compliance with the provisions of article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce and article 4.4 of Law 56/2007, of December 28, on Measures of Promotion of the Information Society, related to the duty of information of the Providers of Services of the Information Society, the following data is reflected below:

Cleverea, S.L. is a mercantile company of Spanish nationality domiciled at Calle Valencia 315, Entresuelo 1ª, 08009, Barcelona, with C.I.F. B-88419064 (hereinafter "Cleverea") and registered in the Madrid Mercantile Registry in Volume [...], folio [...], sheet number [...]. Cleverea is the owner and administrator of the domain name [www.cleverea.com](http://www.cleverea.com) (hereinafter, the "Website"). To contact Cleverea, you can do it through the following email: [info@cleverea.com](mailto:info@cleverea.com).

### 2. USER ACCEPTANCE

By accessing and browsing through this Website, the User acknowledges having read and understood this Legal Notice and the Terms of Use, as well as our [Privacy Policy](#) and [Cookies Policy](#), and expressly accepts their application to the use of the Website during their browsing.

### 3. REGISTRATION AND ACCESS TO THE WEBSITE

To navigate through the Website, the User will not be obliged to register or provide any personal data to Cleverea. However, to have access to some services offered by the Website, such as requesting information or making a query, the User must register through the form available for this purpose on the Website, providing a series of personal data. In any case, in each form, the User must accept a privacy clause that expressly states the personal data that must be provided to comply with the service, as well as the specific purpose for which their data is collected.

Cleverea adopts the necessary technical and organizational measures to guarantee the protection of personal data and avoid its alteration, loss, treatment and / or unauthorized access, taking into account the state of the art, the nature of the data stored and the risks to which they are exposed, all in accordance with the provisions of the legislation on the Protection of Personal Data.

### 4. CORRECT USE OF THE WEBSITE

Users agree to use the Website, the contents and services in accordance with applicable legislation, this Legal Notice and Terms of Use, good faith and public order. Similarly, Users agree not to use the Website, its contents or the services provided through it for purposes or effects that are unlawful or contrary to the content of this Legal Notice and Terms of Use, harmful to the interests or rights of third parties, or that in any way may damage, disable, make inaccessible or deteriorate the Website, its contents or its services or prevent its normal enjoyment by other Users. Likewise, Users expressly undertake not to destroy, alter, render useless or, in any other way, damage the data, programs, electronic documents, works or any other content of the Website, including its source codes. The User agrees not to hinder the access of other Users through the massive consumption of

the computer resources through which Cleverea provides the service, as well as taking actions that damage, interrupt or generate errors in said systems or services.

## 5. PRIVACY POLICY AND COOKIES

In compliance with the provisions of the LOPD, Cleverea informs the User of the Website of the existence of automated and non-automated files of personal data registered with the Spanish Agency for Data Protection, under their responsibility, for the purpose of maintenance, management and control of the data of its Users collected through the Website.

To know more you can access our [Privacy Policy](#) and [Cookies Policy](#).

## 6. INTELLECTUAL AND INDUSTRIAL PROPERTY

The User must respect the intellectual and industrial property rights of the content included on the Website. All the contents of the Website, unless otherwise indicated, either are the exclusive property of Cleverea or said company is its legitimate licensee, such as, but not limited to, graphic design, source code, logos, texts, graphics, illustrations, photographs, and other elements that appear on the Website. Likewise, all trade names, trademarks or distinctive signs of any kind contained on the Website are protected by applicable law. Cleverea does not grant any type of license or authorization for personal use to Users regarding their intellectual and industrial property rights or any other right related to its Website and the services offered therein. For this reason, Users acknowledge that, where appropriate, the reproduction, distribution, commercialization, transformation and, in general, any other form of exploitation, by any procedure, of all or part of the contents of this Website constitutes an infringement of the intellectual and / or industrial property rights of Cleverea or the owner thereof. In the event that the User detects the violation of any legal norm or their own rights or those of third parties on the Website, we request their collaboration and we give the option of reporting these violations by sending an email to the following address: [info@cleverea.com](mailto:info@cleverea.com).

## 7. INTERNATIONAL USE AND LANGUAGE

The use of the Website by Users in a country other than Spain will be under their responsibility. Only the User is responsible for complying with the laws of the countries from which they access the Website.

This Legal Notice and the Conditions of Use are written in English. The User declares to know and accept that these conditions are subject to Spanish law.

## 8. MODIFICATION OF THE TERMS OF USE

We reserve the right to modify, at any time and in our sole discretion, the terms of this Legal Notice and Terms of Use. When this happens, a notice will be included on the Website that indicates and informs the Users that modifications have been made.

## 9. NULLITY AND INEFFECTIVENESS OF THE CLAUSES

If any clause included in this Legal Notice and Terms of Use is declared totally or partially null or ineffective, such nullity or ineffectiveness will only affect said

provision or the part of it that is null or ineffective, subsisting the present general conditions in everything else, considering such provision in whole or in part as not included.

## **10. APPLICABLE LAW AND JURISDICTION**

The relationship between Cleverea and the User will be governed by current Spanish regulations and any controversy will be submitted to the Courts and Tribunals of Barcelona. Cleverea will pursue the breach of these Conditions of Use, as well as any improper use of the Website, exercising all the civil and criminal actions that may correspond and assist it in law.