

LEGAL NOTICE

1. Presentation and identification of the responsible party

- a) **Responsible party:** Under the legal direction of David Muñoz de los Reyes, with Tax Identification Number 02636021Z, acting under the name INFfirm (hereinafter "INFfirm").
- b) **Address:** C/ Alfonso XII, 62, 2nd floor, office 2026 – Madrid, Spain.
- c) **Activity:** Provision of legal services, particularly in the areas of data protection, intellectual property, industrial property and unfair competition.
- d) **Email:** info@inffirm.com

2. Description of activity

Through this website <https://www.inffirm.com/> (hereinafter, the "Website"), INFfirm wishes to provide information about its activity and news related to its different areas of practice, as well as to make available to visitors different means of contact and communication to respond to queries, suggestions or requests, in order to offer a friendly, convenient experience tailored to the needs of each client.

The Website does not constitute a source of advice or a means of establishing a professional or any other type of relationship between client and solicitor.

The Website is aimed at both clients and new visitors interested in enjoying or learning about the services offered by INFfirm (hereinafter, all of them referred to as "USERS").

If you have any questions about the Website, please contact us at info@inffirm.com.

3. Acceptance of the Website's terms of use

The use of this Website is governed by the following General Terms and Conditions of Use (hereinafter GENERAL TERMS AND CONDITIONS).

Access to this Website, official profiles on social networks and/or the information contained therein is completely free of charge, without prejudice to the cost of the telephone connection and the means used to establish the connection.

We inform you that the use of our Website may involve the processing of your personal data, therefore, you must understand and accept the GENERAL TERMS AND CONDITIONS, PRIVACY POLICY and COOKIES POLICY.

The USER is informed and accepts that access to the Website does not in any way imply the beginning of a commercial relationship with INFfirm.

By using the Website, the USER declares:

- a) That they are of legal age and/or have full responsibility, in accordance with the general contracting laws of the State where they reside.
- b) That they have previously read, understand and accept the GENERAL TERMS AND CONDITIONS, the PRIVACY POLICY and the COOKIE POLICY.

4. Modification of conditions

The information on this Website is constantly evolving and developing to provide the best possible experience and value. However, the updated GENERAL TERMS AND CONDITIONS, PRIVACY POLICY and/or COOKIE POLICY will be available at all times on this Website.

If any aspect of the GENERAL TERMS AND CONDITIONS, PRIVACY POLICY and/or COOKIE POLICY is modified, it will be published and/or communicated as appropriate and updated accordingly. we therefore recommend that you read them periodically, as well as any communications received by USERS, and, above all, before making any decision based on the content of the Website.

The USER of this Website shall accept such modifications from the moment they continue to use it and/or contract the services offered.

5. Essential obligations of the USER

All USERS, from the moment they begin to use the Website, undertake to comply with the following essential obligations towards third parties and INFfirm:

- a) To use the Website without engaging in illegal or unlawful actions, or actions contrary to the provisions of the GENERAL TERMS AND CONDITIONS, the PRIVACY POLICY and the COOKIES POLICY.
- b) Not to damage, disable, overload or impair the Website or prevent its normal use or enjoyment.
- c) Not to attempt to violate access levels, manipulate data incorrectly, duplicate or export data or information protected by intellectual property or other legal rights, attempt to access restricted areas of the computer systems of INFfirm or third parties, or introduce programmes, viruses or any other device that causes or may cause modifications to the computer system of INFfirm or third parties.
- d) Be aware of the technical and legal requirements necessary for the correct access and use of the Website, which may involve downloading certain computer programmes or other logical elements onto your computer devices.
- e) Not to use, link, disclose, transfer or transmit to third parties in any way the content published on the Website or part thereof, or the information provided by INFfirm, without the prior and express written authorisation of INFfirm.
- f) Not to damage the image of INFfirm in any way, nor to carry out any activity or make any comment that could damage the image and good name of INFfirm.
- g) Provide your email address, name and surname(s) and/or other contact details truthfully and accurately.
- h) Not to use false identities or impersonate others when using the website.
- i) Read, understand and, if you agree, accept the GENERAL TERMS AND CONDITIONS, the PRIVACY POLICY and the COOKIE POLICY.

6. Intellectual property rights

This Website, its contents and its distinctive signs are protected by Spanish and international intellectual and industrial property laws, with all such rights belonging exclusively to INFfirm, which reserves the right to use and exploit them.

The reproduction, distribution, public communication, transformation and/or making available to the public and, in general, any other form of exploitation, by any means, of all or part of the contents of this Website, its design, selection and form of presentation of the materials included therein, as well as the trademarks and trade names included in said Website, is prohibited. These acts of exploitation may only be carried out with the prior express written authorisation of INFfirm and provided that explicit reference is made to INFfirm's ownership of the aforementioned intellectual and industrial property rights.

By using the Website and/or the contents of the Website, the USER does not acquire any rights over them, and may simply use them in accordance with the provisions of these GENERAL TERMS AND CONDITIONS.

If the USER detects any activity that may infringe any intellectual or industrial property rights or any other type of right, please notify us by sending a written communication to the following email address: info@inffirm.com.

7. Hyperlinks and linked sites

a) Hyperlinks

The USER and, in general, any natural or legal person who intends to establish a hyperlink or technical linking device (e.g. links) from their website to this Website (hereinafter the HYPERLINK) must obtain prior written authorisation from INFfirm.

The establishment of the HYPERLINK does not imply in any case the existence of a relationship between INFfirm and the owner of the website where the HYPERLINK is included, nor the acceptance or approval by INFfirm of its contents and/or products and services.

In any case, INFfirm reserves the right to prohibit or disable at any time any HYPERLINK to this Website, especially in cases of illegality of the activity or content of the Website where the HYPERLINK is included.

b) Linked sites

INFfirm may also make available to the USER through this Website access to Internet sites or portals belonging to and/or managed by third parties (hereinafter the LINKED SITES).

INFfirm does not offer or market, either itself or through third parties, the information, content and/or products and services available on the LINKED SITES, nor does it approve, supervise or control in any way the content and/or products and services and any material of any nature existing therein, with the USER assuming sole responsibility for browsing through them.

8. Liability

INFfirm will endeavour at all times to provide services of the highest possible quality. Notwithstanding the foregoing, INFfirm declines all responsibility and/or liability for damages arising from:

- a) Failures, interruptions or damage caused by system failures, malware viruses, interference or disconnections, or by the malfunctioning of the service or the Website.
- b) The information and content stored, including but not limited to forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently on the website. However, and in compliance with the provisions of Articles 11 and 16 of the LSSICE, it is made available to all USERS, authorities and security forces, actively collaborating in the removal or, where appropriate, blocking of any content that may affect or contravene national or international legislation, the rights of third parties or morality and public order. If the USER considers that there is any content on the Website that could be classified in this way, please notify us at the following email address: info@inffirm.com.
- c) Illegitimate actions by third parties by any means and/or improper or inappropriate actions by the USER, and, in any case, INFfirm shall not assume any responsibility for actions or negligence unrelated to itself that may or may not directly or indirectly affect the servers and other computer equipment of the USER or third parties.

The USER agrees to indemnify and hold harmless INFfirm, its subsidiaries, affiliates, directors and collaborators and/or employees from any claim or demand, including reasonable attorneys' fees, made by third parties as a result of the USER's improper or unauthorised use of the Website and/or the services offered, or the USER's breach of the GENERAL TERMS AND CONDITIONS, PRIVACY POLICY and/or COOKIE POLICY, as well as any breach of any legislation or right.

INFfirm only provides the USER with the Website for the dissemination and promotion of INFfirm's services. The USER is therefore solely responsible for the correct use of the Website and for ensuring that such use is in accordance with the GENERAL TERMS AND CONDITIONS, the PRIVACY POLICY and the COOKIES POLICY.

If the USER is not satisfied with the use of the Website, its contents or any part of these GENERAL CONDITIONS, the PRIVACY POLICY and/or COOKIES POLICY, their sole and exclusive remedy shall be to cease accessing the Website.

9. Nullity and ineffectiveness of clauses

If any clause included in these GENERAL CONDITIONS, the PRIVACY POLICY and/or the COOKIES POLICY is declared, totally or partially, null and void or ineffective, such nullity or ineffectiveness shall only affect that provision or the part thereof that is null or ineffective, with the GENERAL CONDITIONS, PRIVACY POLICY and/or COOKIES POLICY remaining in force in all other respects, and such provision, or the part thereof that is affected, shall be deemed not to have been included.

10. Applicable legislation and jurisdiction

For any question or dispute that may arise regarding the Website, its content and/or the services contracted, the USER and INFfirm, expressly waiving any other jurisdiction that may apply, expressly submit to the application of Spanish law, with the Spanish courts having jurisdiction,

expressly submitting to the jurisdiction of the courts of Madrid, unless the applicable law imperatively determines another jurisdiction or different legislation.

Specifically, this waiver shall not apply to USERS who are considered end consumers, in which case the jurisdiction determined by current legislation shall apply.