

# LEGAL NOTICE AND GENERAL CONDITIONS OF USE

**aiquos.tech**

## I. OVERVIEW

In compliance with the duty of information provided for in Law 34/2002 on Information Society Services and Electronic Commerce (LSSI-CE) of 11 July, the following general information on this website is provided below:

The ownership of this website, [aiquos.tech](http://aiquos.tech), (hereinafter, Website) is held: AiQUOS S.L., with NIF: B70963533 and registered in: Mercantile Registry of Barcelona with the following registration details: VOLUME 1000422094157, FOLIO 1, SHEET B 615941, INSCRIPTION 1, whose representative is: Josep Maria Margarit Taulé, and whose contact details are: Address: Edifici Eureka, Av.Can Domènech s/n, 08193 Bellaterra (Cerdanyola del Vallès), Barcelona

Contact telephone number:

Contact email: [info@aiquos.tech](mailto:info@aiquos.tech)

## II. GENERAL TERMS AND CONDITIONS OF USE

### The subject matter of the terms: The Website

The purpose of these General Terms and Conditions of Use (hereinafter, Conditions) is to regulate access to and use of the Website. For the purposes of these Conditions, the Website shall be understood as: the external appearance of the screen interfaces, both statically and dynamically, i.e. the navigation tree; and all the elements integrated both in the screen interfaces and in the navigation tree (hereinafter, Content) and all those online services or resources that it offers to Users (hereinafter, Services).

AiQUOS reserves the right to modify, at any time, and without prior notice, the presentation and configuration of the Website and the Content and Services that may be incorporated therein. The User acknowledges and accepts that at any time AiQUOS may interrupt, deactivate and/or cancel any of these elements that are integrated into the Website or access to them.

Access to the Website by the User is free and, as a general rule, is free of charge without the User having to provide any consideration in order to be able to enjoy it, except in relation to the cost of connection through the telecommunications network provided by the access provider contracted by the User.

The use of the Content does not require any prior subscription or registration.

### The User

Access, browsing and use of the Website confers the status of User, so that all the Conditions established herein, as well as their subsequent modifications, are accepted, from the moment you start browsing the Website, without prejudice to the application of the corresponding legal regulations of mandatory compliance as the case may be. Given the relevance of the above, the User is recommended to read them every time they visit the Website.

The AiQUOS Website provides a wide variety of information, services and data. The User assumes his/her responsibility for making correct use of the Website. This responsibility shall extend to:

- A use of the information, Content and/or Services and data offered by AiQUOS without being contrary to the provisions of these Conditions, the Law, morality or public order, or that in any other way may imply damage to the rights of third parties or to the very operation of the Website.
- The veracity and legality of the information provided by the User in the forms provided by AiQUOS for access to certain Content or Services offered by the Website. In any case, the User will immediately notify AiQUOS about any event that allows the improper use of the information recorded in said forms, such as, but not limited to, theft, loss, or unauthorized access to identifiers and/or passwords, in order to proceed to their immediate cancellation.

Mere access to this Website does not imply the establishment of any type of commercial relationship between AiQUOS and the User.

Always in compliance with current legislation, this AiQUOS Website is aimed at all people, regardless of their age, who may access and/or browse the pages of the Website.

### **III. ACCESS AND NAVIGATION ON THE WEBSITE: EXCLUSION OF GUARANTEES AND LIABILITY**

AiQUOS does not guarantee the continuity, availability and usefulness of the Website, or of the Contents or Services. AiQUOS will make every effort to ensure the proper functioning of the Website, however, it does not take responsibility for or guarantee that access to this Website will not be uninterrupted or error-free.

Neither is it responsible or guaranteed that the content or software that can be accessed through this Website is free of error or causes damage to the User's computer system (software and hardware). Under no circumstances will AiQUOS be liable for any loss, damage or harm of any kind arising from access, browsing and use of the Website, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses.

AiQUOS is also not responsible for any damages that may be caused to users due to improper use of this Website. In particular, it cannot be held responsible in any way for any failures, interruptions, lack or defect of telecommunications that may occur.

### **IV. LINKS POLICY**

It is reported that the AiQUOS Website makes or may make available to Users means of links (such as, among others, links, banners, buttons), directories and search engines that allow Users to access websites belonging to and/or managed by third parties.

The installation of these links, directories and search engines on the Website is intended to facilitate the Users' search for and access to the information available on the Internet, without being considered a suggestion, recommendation or invitation to visit them.

AiQUOS does not offer or market by itself or through third parties the products and/or services available on such linked sites.

Likewise, it will not guarantee the technical availability, accuracy, veracity, validity or legality of sites outside its property that can be accessed through the links.

AiQUOS will under no circumstances review or control the content of other websites, nor does it approve, examine or endorse the products and services, contents, files and any other material existing on the aforementioned linked sites.

AiQUOS does not assume any responsibility for any damages that may occur due to the access, use, quality or legality of the contents, communications, opinions, products and services of the websites not managed by AiQUOS and that are linked to this Website.

The User or third party who makes a hyperlink from a web page of another, different, website to the AiQUOS Website must know that:

The reproduction – in whole or in part – of any of the Contents and/or Services of the Website is not permitted without the express authorisation of AiQUOS.

Any false, inaccurate or incorrect statement about the AiQUOS Website, or about the Contents and/or Services thereof, is not allowed.

With the exception of the hyperlink, the website on which the hyperlink is established will not contain any element of this Website, which is protected as intellectual property by the Spanish legal system, unless expressly authorised by AiQUOS.

The establishment of the hyperlink does not imply the existence of a relationship between AiQUOS and the owner of the website from which it is made, nor the knowledge and acceptance of AiQUOS of the contents, services and/or activities offered on said website, and vice versa.

## **V. INTELLECTUAL AND INDUSTRIAL PROPERTY**

AiQUOS, by itself or as an assignee, is the owner of all intellectual and industrial property rights of the Website, as well as of the elements contained therein (including but not limited to, images, sound, audio, video, software or texts, trademarks or logos, colour combinations, structure and design, selection of materials used, etc.). computer programs necessary for their operation, access and use, etc.). They will therefore be works protected as intellectual property by the Spanish legal system, being applicable to them both the Spanish and Community regulations in this field, as well as the international treaties relating to the matter and signed by Spain.

All rights reserved. By virtue of the provisions of the Intellectual Property Law, the reproduction, distribution and public communication, including the method of making available, of all or part of the contents of this website, for commercial purposes, in any medium and by any technical means, without the authorisation of AiQUOS, is expressly prohibited.

The User undertakes to respect the intellectual and industrial property rights of AiQUOS. You may view the elements of the Website or even print, copy and store them on your computer's hard drive or on any other physical medium, provided that it is exclusively for your personal use. The User, however, may not delete, alter, or manipulate any protection device or security system that was installed on the Website.

In the event that the User or third party considers that any of the Contents of the Website constitutes a violation of intellectual property protection rights, they must immediately notify AiQUOS through the contact details in the GENERAL INFORMATION section of this Legal Notice and General Conditions of Use.

## **VI. LEGAL ACTIONS, APPLICABLE LAW AND JURISDICTION**

AiQUOS reserves the right to file any civil or criminal actions it deems necessary for the improper use of the Website and Contents, or for non-compliance with these Conditions.

The relationship between the User and AiQUOS will be governed by the regulations in force and applicable in Spanish territory. If any dispute arises in relation to the interpretation and/or application of these Conditions, the parties will submit their disputes to the ordinary jurisdiction, submitting to the corresponding judges and courts in accordance with the law.