



LEGAL NOTICE

Terms and Conditions

A) Legal Notice

The owner of this website and provider of the information is NITCAI DATA MANAGEMENT, S.L. (hereinafter NITCAI), with address at Avda. Moratalaz, 187 3ºB 28030 Madrid (Spain), with NIF B16892341 and registered in Mercantile Register of Madrid, Tomo 42619, Folio 70, inscripción 1, Hoja M-753838. This legal notice is completed by the [Use Policy](#), [Privacy Policy](#) and [Cookies Policy](#) (jointly, the “Terms of Use”) published in this site. For any consultation or contact with NITCAI, users will be able to communicate through the email address info@nitcai.com or by telephone +34 637 47 33 21.

B) Use of the Website

These are the general conditions or conditions that regulate the access and use of the website www.nitcai.com (from now on the site or website) operated by NITCAI DATA MANAGEMENT, S.L. (hereinafter NITCAI) with address at Avda. Moratalaz, 187 3ºB 28030 Madrid (Spain), with NIF B16892341 and registered in Mercantile Register of Madrid, Tomo 42619, Folio 70, inscripción 1, Hoja M-753838.

The expression “site” or “website” includes but is not limited to data, texts, graphs, images, animations, musical creations, videos, sounds, drawings, photographs and other components in the website. In general, it includes all creations expressed by any mean or support, tangible or intangible, independently of whether they are capable or not of intellectual and industrial copyright according to the applicable rules in force at any given time.

Both browsing and use/acquisition of any of the content/services offered on the website grants status as a “user” (hereinafter, user) and entails the full acceptance without reservations of the Legal Notice, the Use Policy, the Privacy Policy and the Cookies Policy (jointly, the “Terms of Use”). If the user does not agree with the Terms of Use, they must refrain from using the Website.



The access to the site implies that the user acquires a series of rights and obligations, in order to guarantee the suitable use of the services and contents provided by NITCAI.

The user is aware that the access and utilization of the services and contents of the site are carried out under his only and sole responsibility.

The user is supposed to access the services and contents exclusively for personal purposes. Any use of the elements and contents of this website for commercial or profitable purposes is hereby expressly forbidden.

The general conditions of use are fully accepted by any user by the mere fact of accessing to the website and/or the visualization of the contents or utilization of the services contained in the website. If these general conditions were replaced with others, in part or completely, they will be understood to be accepted by the user. It is recommended the regular access to these general conditions to get to know the changes and new versions.

In case the user does not accept these general conditions or the particular conditions regulating the use of a specific service or content, they are expected not to access the website.

C) Rights and obligations of the user

The user is allowed to:

- Enjoy the access, for free and without authorization, the available contents and services of the site, excluding particular access conditions regulating the use of a specific service or content.
- Use the services and contents available only for private, non-commercial purposes.
- Include links in their particular or commercial website exclusively to NITCAI's website landing page.

The user is not allowed to:

- Access or use the services and contents of the site in a manner contrary to the general/particular conditions, with illicit purposes, to limit or breach rights or freedom of third parties, or to prevent/damage the access of anybody else to the website.
- Use the services and contents of the site, totally or partially, to promote, sell, contract, advertise or manage its content.



- Use the services and contents of the site to promote or perform any criminal, xenophobic, terrorist, inhuman or degrading acts because of age, sex, religion or beliefs; or to infringe the law, moral code, good faith or good practices.
- Use any type of virus, software, equipment or any mean, which could cause damages or alterations not authorized of the configuration, contents or services.
- Eliminate or modify the trademark protection of NITCAI logo, description or any distinctive feature.
- Reproduce, totally or partially, the website in another site irrespectively of whether it means acts of unfair or misleading competition.
- Reproduce, distribute, copy, rent, communicate, transform or any other similar action that involves the modification or alteration, of all or part of the contents and services of the site or their economic exploitation.

To perform any of these activities, the user must be previously authorized in writing by NITCAI or by the third party owner of the services or contents in the website.

D) Rights and obligations of NITCAI

NITCAI retains the following rights and recognizes the following obligations:

- Modify the user's access conditions to the site, technical or not, in a unilateral way and without notice, without prejudice to what has been arranged in any particular conditions for specific content/services.
- Create particular conditions and, if that's the case, to set up a price or other requirements to access certain services and/or contents.
- Limit or cancel the access of the users when they do not ensure proper use of the site in line with the user's rights and obligations without economic compensation.
- To modify, suppress or update, totally or partially, the contents or services in the site, in a unilateral way and without notice, without prejudice to what has been arranged in any particular conditions for specific content/services.
- To undertake any legal action suitable for the protection of NITCAI's rights or third parties that provide their services or contents through the site and ask for an economic



compensation in case of illicit use of all or part of the services and contents provided through the site.

- Authorize third parties to advertise or provide their services on the website.

E) Use of cookies

For the time being, NITCAI does not install cookies. In any case, information on the use of cookies will be included in the document “Cookies Policy” which will be accessible at all times on the website.

F) Exemption and disclaimer

NITCAI remains exempt from any type of responsibility for damages of any nature in the following cases:

- Problems in the user’s internet connection limiting or stopping the access to the site.
- Problems in the site availability and technological performance when it is out of NITCAI’s responsibility scope, whether or not it comes directly or indirectly from it. Specifically for the availability and conditions, technical or not, related to third parties service providers related to the (i) Transmission, through a communication network, of data provided by the addressee of the service; (ii) Services of access to the mentioned network; (iii) Services of storage or housing of data; (iv) Supply of contents or information; (v) Service of temporary copy of the data requested by the users; (vi) Provision of links to search contents or tools.
- Damages and personal data treatment that could be caused by the information, contents, products and services –as to define but not to limit– given, communicated, lodged, transmitted, exhibited or offered by third parties through a link in this site.

G) Intellectual and industrial property

The content of the website which includes, without limitation, texts, photographs, diagrams, images, icons, software, links and other audiovisual content and source codes are the intellectual property of NITCAI, or of third parties who have assigned their use to NITCAI. Said Content is protected by national laws and international treaties on intellectual property rights that are applicable.



All the trademarks, trade names or distinctive signs of any nature that appear on the website are owned by NITCAI or third parties that, as the case may be, have authorized NITCAI to include and use them on the website.

All the intellectual property rights in the website are legally reserved and access to same and its use by the user should not be considered as constituting the grant of a license to use or right in any other asset held or owned by NITCAI or third parties.

The reproduction in whole or in part, in any way, of the content, trademarks, trade names and distinctive signs included on the website, and the sale, assignment, lease, distribution, public communication, transformation or any other use of same, without NITCAI's express authorization is totally prohibited and shall be pursued in the civil and, where applicable, criminal courts, in accordance with applicable national laws and international treaties.

H) Links

In the event that the website has links or hyperlinks to other Internet sites, NITCAI shall not exercise control over these sites and contents. Under no circumstances NITCAI assumes any responsibility for the contents of any link belonging to a third party website, nor guarantees the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and constitutionality of any material or information contained in any of these hyperlinks or other Internet sites. The inclusion in the Web of links or hyperlinks to other Internet sites does not imply any type of association, merger or participation of NITCAI with the connected entities.

I) Personal data protection

The processing of personal data by NITCAI is set out in the document "Privacy Policy", which is accessible at all times on the Website.

K) Severability of the clauses

If any of the clauses included in this Legal Notice is declared wholly or partially null and void or ineffective because it breaches applicable legislation, it shall be deemed not to have been included. The remaining clauses shall subsist unless the validity of the clause depends on the validity of the Legal Notice, or its elimination entails a significant impairment of the balance



of mutual obligations of the Parties. In such event, the User and NITCAI shall negotiate in good faith the replacement of the clause/s that has/have been held null and void or ineffective and the measures that are most suited to the aim pursued.

L) Legislation

The terms of use included in this Legal Notice are governed by Spanish law. NITCAI and the user, expressly waive any other jurisdiction to which they may be entitled and submit to the jurisdiction of the courts and tribunals of the city of Madrid, unless applicable legislation from time to time prevents the parties from submitting to a specific jurisdiction