

# GENERAL TERMS OF USE AND ACCESS

## 1. GENERAL INFORMATION

Compass Ingeniería y Sistemas S.A. (COMPASS) is a Spanish corporation specialized in the engineering design, as well as in the development of software for calculation and knowledge management in technology, with its principal place of business at C/Tuset 8, 7 2A 08006 Barcelona, España.

## 2. TERMS OF USE AND ACCESS

The terms of use and access herein regulate the use of the service on this Web site (hereinafter called "Website") that COMPASS make available to users on the Internet.

The use of the Web site and its contents attribute the condition of "User" (hereinafter called the "User") and involves the acceptance of all the conditions contained in this Legal Notice, in the version published at the moment of the access. The User undertakes to make a diligent use of the Web site, in accordance with the Law and the Terms of Use and Access. The User should read them carefully, every time in which intends to use the Web site, as the terms of use and conditions are subject to change.

COMPASS reserves the right to discontinue at any time and without previous notice the access to the Web site as well as to interrupt the delivery of any or all services provided through it, either for technical reasons, security, maintenance, failures in the electricity supply or any other cause. The interruption may be temporary or permanent.

COMPASS does not guarantee the reliability and availability of the Website, hence, the use of the Website by the Users is done by their own risk.

Certain services are exclusively for our clients; their access is restricted and may be subject to special conditions, if any, replace and/or modify the terms of use and access herein set forth. In these cases, as a prerequisite to access the service, you must have an ID and password.

The use of password is personal and not transferable. The User agree to make a diligent use and keep the password secret, assuming any responsibility for the consequences, in case of disclosure to third parties.

With regard to these services, COMPASS may terminate the accounts and remove the contents or information of Users because of inactivity or deactivation.

## 3. OBJECT

This Web site is designed to inform all users about services and software offered by COMPASS, which may subject to change at any time and without notice; as well as the design, production, configuration and the content of the Web site.

## 4. DATA COLLECTION FORMS

The use of certain services or applications to COMPASS will be conditioned upon completion of the registration forms by the User.

All information provided by the user through the forms of the Website or any other must be truthful. For these purposes, the User guarantees the authenticity of the data and shall keep updated the information provided; being responsible for false or inaccurate information and for the damages caused to COMPASS.

## **5. ENTERING LINKS TO WEB SITE**

Users who enter links from their own pages to the Website must meet the following conditions:

- The link only will connect to the homepage or main page of the Website but can't reproduce it in any way (copy of the text, graphics, etc).
- It is prohibited under existing legislation, to establish frames of any kind involving the Website or allow the display of content through different Internet addresses and in any case when:
  - a. Produce or could produce confusion or deception on Users in relation to the original Website.
  - b. Provenance of the service or content
  - c. Suppose an act of imitation or unfair comparison
  - d. Serve to exploit the trademarks and the prestige of COMPASS or, when involves any act considered prohibited under the existing legislation.

The Website in which the link is located may not make or display any false, inaccurate or incorrect statement or remark about COMPASS, its partners, employees or clients.

It is prohibited, in any case, to express on the Website in which the link is located, that COMPASS has given its consent for the insertion of the link or participates as a sponsor or collaborator and/or verifies the services offered by the author of the link.

The Web Page in which the link is located must comply with the requirements of the Law and cannot have, make available or link the Users to any content that:

- a. Be illegal, harmful or contrary to morality and decency (pornographic, violent, racist, etc.)
- b. Deceives or is likely to induce the User into the misconception that COMPASS endorses, supports or joins, in any way, the ideas, demonstrations or expressions, legal or illegal of the sender.
- c. Be inappropriate in relation with the activity of COMPASS; specifically, but not limited to the place, thematic and /or content of the Web site.

## **6. INTELLECTUAL PROPERTY**

All information contained on this Web site, as well as the graphic design, images, sources codes, trademarks, trade names, names, publications, reports, etc. are subject to intellectual property rights owned by COMPASS and/or third parties.

The access to the Web site does not involve, in any case, the resignation, transfer, assignment, total or partial license of such intellectual property rights or confer any right to use, translation, adaptation, alteration, exploitation, reproduction, distribution or public communication, of such contents, for commercial purposes without prior express authorization of COMPASS or third holder of the concerned rights. The User may have the right to view and obtain a copy of the content on the caché memory of the computer, only as transient and incidental reproduction, therefore the User will not be authorized to disclose or distribute such content to others.

Transgression of any of those rights may constitute an infringement of these provisions, as well as a punishable offence under the Articles 270 onwards of the Criminal Legislation.

## **7. DISCLAIMER**

COMPASS is not liable if any interruptions, delays, errors or malfunction of the service, when such incidents have their origin on external causes unattached to COMPASS or in any case when the circumstances occurred by force majeure, negligent and/or fraudulent behaviour of the User. Force majeure consists of failures attached to third parties, operators or service companies, lack of access to networks of others, acts or omissions by public authorities, acts produced as a result of natural phenomena, blackouts, as well as attacks from hackers or others specialized in security or integrity of the computer system; provided that COMPASS has taken all security measures in accordance with the technical uses in the field.

In any case, no matter the cause, COMPASS can't assume any responsibility either for direct or indirect damages and lost profits.

When the access to Web sites of third parties is available through Internet browsers or links, COMPASS is acting as a provider of brokerage services in accordance with the Article 17 of Law 32/2002 of July 12, regarding Society Services of Information and Electronic Commerce.

The existence of linked sites does not involve any kind of agreement with the managers or owners of such sites, nor recommendation, promotion or identification of COMPASS with the information, remarks, opinions, contents or services provided.

## **8. PROTECTION OF PERSONAL DATA**

In accordance with the Legislation on the personal data protection, COMPASS informs the User about the existence of an electronic database created under the responsibility of this company, with personal data provided during the browsing through our Website (at the time of registration, when the User submit a form, when the User contact the company in order to make questions, comments or ask for the services provided on the Website) for the purpose of manage and process the request and send the proper information by any means, including e-mail or others, regarding products, services and special offers, circulars, campaigns, news, electronic newsletters, etc.

In the case of communications sent via email, or any other, the User provides the consent for receiving advertisement.

COMPASS will manage your data on a confidential basis and exclusively for the purpose of managing the relationship with the customers and promote their activities. COMPASS will cancel, delete and/or block the inaccurate or incomplete data, as well as the personal data that is not longer necessary or relevant to the purpose for which it was collected in accordance to the provisions of the Legislation on personal data protection.

The User expressly consent the assignment of the personal data to any of the companies which are part of COMPASS and only for the purposes mentioned above.

On the Forms for data collecting, the spaces in which an asterisk is indicated are binding, therefore, if the User does not provide the data, COMPASS can deny the service or services requested.

The User may revoke the given consent and could exercise the rights of access, amendment, cancellation and opposition by written request addressed to COMPASS Ingeniería y Sistemas, S.A. (C/Tuset, 8-10, 7º 2ª, 08006 Barcelona).

With regard to the information submitted by minors, it is binding to the sender to obtain the prior consent of the parents, tutors or legal representatives in order to personal data be processed.

The User gives the consent to transfer personal information to the recipients for any country in the world, even those in which does not apply the same level of protection comparable to the Spanish Legislation on Data Protection, in those cases that would be necessary for the compliance of the requested service and in accordance to the purposes mentioned above.

## **9. COOKIES**

This Web site only uses session cookies. A cookie is a small file that the Web site stored in the User's computer.

Users can configure their browser so as to prevent the creation of cookies or display a warning in case it happens. The Website is accessible without enabling the options concerning cookies, although they may prevent the proper development of the security mechanisms for certain services or exclusive services that may require greater security. The final purpose of cookies is to facilitate the navigation of the user on the Web site.

During the visits to the Website, most of the information we gather - such as the domain from which the User connects to the Internet, time of access, Internet address from which the User makes direct link to our site - is purely statistical and it is not personalized. We use the information on the number of visits only in order to make our site more useful and interesting for our users.

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

For any legal issue that may arise regarding the use of this Website it will be applicable the Spanish Legislation, being responsible for resolving all disputes, the Courts of Barcelona.