# LEGAL NOTICE RECOL ATLAS ATS, S.L.

RECOL ATLAS ATS, S.L. (hereinafter, RATLASATS), with registered office at c / Don Ramón de la Cruz 88, Oficina 7, 28006 Madrid, Spain, with e-mail address info@ratlasats.com and Company Tax Number B-87034336, is registered with number entry number 1/2014/86.576.0 in Volume 32525, Folio 21, Section 35, Sheet 249 of the Madrid Companies' Register (Registro Mercantil de Madrid) and holder of the web site www.ratlasats.com.

#### GENERAL CONDITIONS OF USE OF THE WEB

RATLASATS wishes to inform you that access to and use of the web page and all of the sub-domains and directories included under such heading (hereinafter jointly referred to as the Web Site or the Site), as well as the services ("Services") that can be obtained through such page, are subject to the terms set forth in this Legal Notice, which may be eventually qualified by the need to accept additional General (or Particular) Terms and Conditions.

Because of that, if the provisions detailed in the present notice do not meet with your approval, we request that you do not use the Web Site, given that any use of the Site or of the services included therein will imply acceptance of the legal terms laid out in this text.

The purpose of the Web Site is to promote the activities that are carried out and the services that are provided by RATLASATS. Thus, the information contained in the Site is aimed at encouraging the User to contract the services offered and merely constitutes an invitation to treat and not a binding offer. All of the Services contained in the Site are provided by RATLASATS in accordance with current regulations.

RATLASATS reserves the right to carry out changes in the Web Site without prior notice, with the aim of updating, correcting, modifying, adding or eliminating the contents of the Site or its design. The contents of the Site may be updated periodically and due to the fact that this update cannot be completed immediately, we suggest that you always check the validity and accuracy of the information contained in the Web Site.

The terms and conditions that are laid out in this Legal Notice may vary. For this reason we invite you to review these terms when you visit the Web Site again or when you request a new service as the last version of the same will always be of application.

## **LINKS**

RATLASATS may provide you with access to other web pages, which we may consider to be of interest to you. The purpose of such links is solely to provide you with a myriad of resources that may interest you across the Internet. However, such pages do not belong to RATLASATS, nor do RATLASATS review the contents of such pages and for this reason RATLASATS cannot be responsible for such contents, for the way in which the linked pages function or for any possible damages that may arise from access to or use of such pages.

No link to the Web Site from any web page or e-mail address will be permitted, except with the express written permission of RATLASATS. In addition, such links must respect the following conditions: (a) only links to the Home Page or main page of this Web Site may be created; (b) the link may not consist of frames or the use by third parties of any kind of mechanism geared to alter the design, original configuration or contents of the website; (c) the establishment of a link shall not imply any type of agreement, contract, sponsorship or recommendation by RATLASATS of the page that contains such link.

At any time, RATLASATS may withdraw the authorization mentioned in the previous paragraph without the need to express any reason whatsoever. In such case, the website generating the link shall proceed to its immediate withdrawal upon the notification of withdrawal of the authorization by RATLASATS.

### **PUBLICITY**

The Site may display publicity by RATLASATS or third parties that we may consider may be of your interest.

However, RATLASATS lets you that third parties, by means of cookies, may obtain information from you, the use you make of the services and your movement through the Internet. RATLASATS has no responsibility over the uses the company inserting the publicity may give to the information obtained and thus declines liability on the obtaining of information by such companies.

### **PRIVACY**

RATLASATS maintains a <u>Privacy Policy</u>, to which the User has access at any time. This Privacy Policy describes the use that RATLASATS makes of personal data and informs the User in detail of the main circumstances of such use, as well as the security measures that are applied to your details in order to prevent access of such details by unauthorised third parties.

#### RESPONSABILITIES BY THE USER

User undertakes to make use of the Services in the Site as per the present T&Cs and the sheer use of the Services shall imply the acceptance of the T&Cs.

The User that acts against the image, reputation or goodwill of RATLASATS or fraudulently uses the design, logos or contents of the Site or causes damages to RATLASATS or any of tis Sites shall be liable to RATLASATS for his actions.

#### RESPONSIBILITIES BY RATLASATS

Incorrect use of the Web Site: RATLASATS has created the Web Site for the promotion of its products and to facilitate access to its Services, but it cannot control the use of such Site in a manner different to that described in this Legal Notice; therefore, access to the Web Site and correct use of the information contained in the Site are the sole responsibility of the person carrying out such actions, thus freeing RATLASATS from any liability for any incorrect, illicit or negligent use of the Web Site as may be made by the User.

<u>Use of the contents</u>: RATLASATS provides all of the contents of its Site in good faith and will do its utmost to ensure that such contents are permanently updated and current; however, RATLASATS cannot accept liability for the update, accuracy or eventual mistakes in said contents. Likewise, RATLASATS cannot assume any responsibility in relation to use or access made by Users outside the field at which the Site is aimed, or consequences deriving from the practical implementation of opinions, recommendations or information which may be accessed through the Web Site, being the final responsibility always attributable to the User. RATLASATS will not be able to control the contents that have not been created by RATLASATS itself or by third parties following its instructions and, as a consequence, RATLASATS will not be answerable for any damages that may be generated to the User by such causes.

<u>Security</u>: RATLASATS undertakes to apply all necessary means to try and guarantee to the User the absence of viruses, worms, Trojan horses and similar elements in its Web Site. Nevertheless, these measures are not infallible and because of that, RATLASATS cannot totally assure the absence of such harmful elements. As a consequence, RATLASATS will not be liable for any damages that could be caused to the User by such elements.

Likewise, the Web Site incorporates security measures consistent with a pacific use of the Site; however, those measures may not be completely tight against breaches and, as a consequence, RATLASATS shall not be liable vis-à-vis the User for damages deriving from the browsing of the Web Site.

<u>Technological Failure</u>: RATLASATS has concluded all necessary contracts for the continuity of its Web Site and will do its utmost to ensure that the Site does not

suffer interruptions, but cannot guarantee the absence of technological failure, or permanent availability of the Site and the services contained within it, and as a consequence, RATLASATS does not assume any liability for damages that may be generated as a lack of availability and for access failure caused by disconnections, faults, surcharges or internet crashes that are not attributable to RATLASATS.

<u>Information Exchange</u>: The website may contain specific sections for the Users to share their experiences and foster the exchange of information. RATLASATS shall only treat these for a as a meeting site and shall not control the views expressed in them, thus disclaiming any liability for the accuracy or appropriateness of the views mentioned in them by the Users.

### INTELLECTUAL PROPERTY RIGHTS

The design of the Web Site, its source codes, logos, trademarks, and other distinctive signs that may appear in the Web Site, belong to RATLASATS or collaborating entities and are protected by the corresponding intellectual property rights.

Their use, reproduction, distribution, public communication, transformation or any other similar or analogous activity is completely prohibited, except by means of an express written authorisation by RATLASATS.

Contents of the Site are likewise protected by IP rights of RATLASATS or third parties. Use of contents by RATLASATS will only be authorized in the context of a contractual relationship with it.

RATLASATS wishes to state its respect for the intellectual property rights of third parties; therefore, if you consider that this Site may be violating your rights we request that you contact RATLASATS at the following e-mail address: <a href="mailto:info@ratlasats.com">info@ratlasats.com</a>

### APPLICABLE LAW AND JURISDICTION

Spanish Law will be applicable in case of dispute or conflict on interpretation of the terms set forth in this Legal Notice, or for any issue relating to the services of this Web Site.

For the resolution of any conflict that may arise on the occasion of visiting the Web Site or use of the services offered therein, RATLASATS and the User agree to submit to the Courts in the residence of the User, as long as such residence is within Spanish territory. Should the User be a company, the Parties agree to submit themselves to the Courts of Madrid.