

# General Conditions of Use v1.1.0

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## INTRODUCTION

These General Conditions of Use and General Information (onwards, "Conditions of Use") apply to the web and mobile application defined below as "Operator Backoffice" and "Customer App" (hereinafter, jointly referred to as "the Platform"), owned by BLOCKCHAIN CUSTOMS TECHNOLOGY, S.L. (onwards referred as "BCT").

Through these Conditions of Use, BCT makes the Platform available to users (onwards, "User" or "Users"). The Platform is owned by BCT and, by using it, you show your agreement with these Conditions of Use. If you do not agree, we ask you to refrain from using it.

In compliance with the provisions of Law 34/2002 of July 11, services of information society and electronic commerce, the following data identifying the owner of the site are exposed:

- Company name: BLOCKCHAIN CUSTOMS TECHNOLOGY, S.L.
- Address: Yécora, 61 - 4º A, CP 28022 Madrid
- Data of inscription in the Mercantile Registry: Tomo 37248, Folio 80, Sección 8ª, Hoja M-664352, Inscripción 1ª
- Tax number(NIF): B88019286
- E-mail address: [info@mycustoms.com](mailto:info@mycustoms.com)

## 1. DEFINITIONS

- **"Customer App"**: mycustoms branded mobile application, available for download through mobile application markets such as Google Play and App Store, targeted at Customers or mycustoms branded web application, available through the domain name <mycustoms.com>, targeted at Customers
- **"Backoffice for Operators"**: web application distinguished with the brand mycustoms, available through the domain name <smec.mycustoms.com>, addressed to Operators.
- "Customer": natural or legal person who contracts the services offered by the Operators and, through the Customer App, interacts with the Operators and the customs files processed on their behalf.
- "Force majeure" means any event or occurrence beyond the control of the Parties, occurring after the signature of this Agreement and beyond the control of the Party claiming to be beyond its control, of an unforeseeable or unavoidable nature, which prevents or delays in whole or in part the performance of the obligations of either Party, after all practicable measures have been taken to comply with them. By way of illustration and not exhaustive, Force Majeure shall be understood to mean, inter alia, the following causes:
  - Strikes, lockouts or other industrial action.
  - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.

- Impossibility to use trains, ships, planes, motor transport or other means of transport, public or private.
  - Impossibility of using public or private telecommunications systems.
  - Acts, decrees, legislation, regulations or restrictions of any government or public authority
  -
- **"Confidential Information"** is defined as any scientific, technical, commercial, business or financial information exchanged by Users of the Platform in connection with Customs files managed through the Platform which by its nature is confidential or which is designated as such by any User(i) is in the public domain at the time of disclosure or thereafter, without such circumstance being due to a breach of this agreement; (ii) is in the Receiving Party's possession prior to the time of disclosure in a manner demonstrable from its written records and not due to a prior disclosure by or on behalf of Client; (iii) is acquired by the Receiving Party lawfully and in good faith from a third party with no obligation of confidentiality to the Client in relation to that information; (iv) is, demonstrably on the basis of documentary evidence, developed by the Receiving Party independently and without reference to the Confidential Information received from the Client (v) is the subject of a court or administrative order for disclosure, provided that the Receiving Party informs the Client sufficiently in advance to enable the Client to apply to the court or administrative body for appropriate safeguards; or (vi) you expressly authorize disclosure to the Receiving Party. The burden of proof for any of the above six exceptions shall be on the Receiving Party.
- **"Goods"** means packages, documents, envelopes, pallets, packaging and, in general, any products which will be subject to Customs representation before the relevant administration(s) or body(ies).
- **"myecustoms"**: registered trademark, owned by BCT, with which the Platform is distinguished.
- **"Operators"**: Public and private professional entities that make use of the Operators' Backoffice for the management of customs files. By way of example and not limitation, the Platform includes the following Operators in the Platform: forwarders; customs agents of origin or destination; suppliers or exporters; buyers or importers; state tax agencies, such as Agencia Estatal de la Administración Tributaria (AEAT) in Spain; banking entities; and external services in general.
- **"Receiving Party"** is defined as the Party to whom Confidential Information is communicated.
- **"Platform"**: software composed of the Customer App and the Operator Backoffice.
- **"Intellectual property"** means all (i) registered patents, designs and trademarks, utility models, intellectual property rights, know-how, and database rights; (ii) any other industrial or intellectual property rights and similar or equivalent rights anywhere in the world that exist now or are recognised in the future; (iii) applications for registration, extensions, and renewals in relation to any of the above rights; and (iv) the expression of any original work or creation, in any form, tangible or intangible, including, without limitation, computer programs, source code, object code, technical documentation, user manuals, specification

documents, technical codes or references and/or their parts and pieces, data formats, drawings, graphics, logos, as well as the results of the transformation, modification, updating, adaptation, new versions, or changes of such works or creations.

- **"Services"**: means the services for access to the Platform under these Terms of Use, described in paragraph 6.
- **"User"**: a natural or legal person who accesses the Platform.
- **"Guest User"**: User who accesses the files of a Registered User by means of the invitation provided by the latter.
- **"Registered User"**: natural or legal person who has completed the registration process and accesses the Platform by entering their credentials.
- **"Registered Operator User"**: Registered User who interacts with the Platform on behalf of an Operator.
- **"Responsible Registered Operator User"**: Registered User that has passed an internal validation process by the Platform that accredits its legal capacity to represent the Operator and that has the power to authorize third parties to access the Platform as Authorized Registered Operator Users.
- **"Authorized Registered User Operator."** Registered User corresponding to an Operator who has been authorized by a Responsible Registered Operator User to interact with the Platform on behalf of the Operator.

## 2. OBJECT

BCT is a company that has developed and manages the Platform, through which Users connect and manage customs files.

The purpose of these Terms of Use is to regulate the rights and obligations of Users involved in the Platform.

These Terms of Use are available at the Terms of Use section of the <mycustoms.com> website (at the <https://smec.mycustoms.com/terms-and-conditions>) and a copy can be made available by printing them out.

## 3. ACCEPTANCE OF CONDITIONS

Access to the Platform and the voluntary creation of a profile by the User implies knowledge and express and unequivocal acceptance of these Terms of Use, the Privacy Policy <https://smec.mycustoms.com/privacy-policy> and the Cookie Policy <https://smec.mycustoms.com/cookies>.

The User may only use the Platform in the manner intended and for the purposes and under the conditions expressed in these Conditions of Use.

The User undertakes to use the Platform in accordance with the legislation in force, generally accepted customs and public order, and to refrain from using the Platform for purposes or effects that are illicit, harmful to the rights and interests of third parties or harmful to the Platform.

The User may not modify or alter for himself the operation, the interface or any other feature of the Platform, even with the aim of improving or ensuring the compatibility or the functionalities of the Platform.

The User is not authorised to extract any type of information, data, documentation, image, video or any other type of file from the Platform, except for those documents that the Platform generates specifically for the User to reflect the results of its use in accordance with these Conditions of Use.

The right to use the Platform does not give the User any right to download the Platform software or any of its functionalities.

The User may not use the Platform for the purpose of determining its operation, sources or components, the interaction between its different elements or for any other reverse engineering work.

#### **4. LEGAL STANDING**

The Services provided through the Platform are only intended for natural and legal persons who, in accordance with applicable legislation, have sufficient legal capacity for the acceptance of these Conditions of Use and who have not been excluded for contravening any of the provisions of these conditions.

The Registered User, declares that he is over 18 years of age, or over 16 years of age and has the express authorization of his legal guardians. If this is not the case, he must stop using the Platform. The Platform may only be used by Registered Users with recognised legal capacity, and Registered Users may be excluded and blocked if this circumstance is detected.

#### **5. ACCESS AND REGISTRATION**

In order to become a registered user of the platform, the following requirements must be met:

- Complete truthfully all the obligatory fields of the registration form, in which personal data such as identification, contact and bank details are requested.
- Accept these Conditions of Use.
- Accept the Privacy Policy <https://smec.mycustoms.com/privacy-policy>.
- Accepting the Cookie Policy <https://smec.mycustoms.com/cookies>.

The Registered User guarantees that all the data on his identity and legitimacy provided on the Platform through its registration forms are true, accurate and complete. In addition, she or he undertakes to keep these data updated.

In the event that the Registered User provides any false, inaccurate or incomplete information or if there are reasonable grounds for doubting the truthfulness, accuracy and integrity of the same, access and present or future use of the Platform or any of its contents and/or services may be denied.

When registering on the Platform, the Registered User will indicate his/her e-mail address, which will act as a username and a password or other method of authentication. Both the username and the password or any method of authentication that may be used in the future, are strictly confidential, personal and non-transferable. It is recommended that you do not use the same passwords as on other platforms to increase the security of your accounts. In case that the Registered User uses the same access credentials as on other platforms, the Platform cannot guarantee the security of the account or ensure that the Registered User is the only one who has access to his profile.

The Registered User agrees not to disclose the data relating to his account or make it accessible to third parties. The Registered User will be solely responsible in the event of use of such data or the services of the Platform by third parties, including statements made on the Platform, or any other action carried out through the use of the username or password or any other authentication method that may be implemented in the future.

The Platform can not guarantee the identity of Registered Users, therefore, it will not be responsible for the use of a Registered User's identity by unregistered third parties. Registered Users are obliged to immediately inform the Platform of any theft, disclosure or loss of their username or password, or method of authentication, by communicating this through the communication channels offered.

Registered Users may facilitate access to their files on the Platform by inviting third parties via a link. These Invited Users have direct access to the files of the Registered User who has provided them with the invitation without the need for prior registration. Access by Guest Users only enables the viewing and uploading of documentation to the files. In addition to viewing the file, it is possible to enable the Guest User with permissions to include data.

The Platform may apply exclusions or blockages to Registered Users or guests who do not comply with the provisions of these Conditions or who carry out abusive behaviour of any kind.

## **5.1. Registration process**

The Customer App and the Operator Backoffice that make up the Platform, although they consist of computer tools that are connected and related, have independent access, so that a Registered User of the Customer App cannot directly access the Operator Backoffice with the same credentials, and vice versa. Access to the Customer App or to the Operators' Backoffice through a Registered User will require a separate registration process.

### **5.1.1. Customer App Sign Up Process**

Through the Customer App, the User can access to create a Registered User profile providing identification and contact data.

For the processing of customs files, the Platform will ask the Customer to provide invoices, identification and contact data, as well as evidence to prove identity, such as a copy of the National Identity Document (ID) or passport, a photograph (selfie), video or other technological method suitable for this purpose.

### 5.1.2. Operator Backoffice Registration Process

The registration of Operators in the Platform Operators' Backoffice is done through access invitations.

To request an access invitation, the User, through the Operators' Backoffice, by sending an e-mail to [info@mycustoms.com](mailto:info@mycustoms.com), o rellenando el formulario disponible en <https://smec.mycustoms.com/invitation-request>, must provide an e-mail and the name of the natural person who legally represents the Operator, as well as the Operator's identification data. Once these data are received and processed, an e-mail invitation shall be sent to the e-mail address provided. The User can also, if he/she is authorized, register directly on the Web site without requesting an invitation; in this case the identification data shall be requested and an invitation e-mail shall be sent to verify his/her e-mail. Notwithstanding the above, other registration methods may be enabled which are standard practice in the marketplace.

The e-mail with the invitation includes a link to a web page where the User must: indicate the associated password, or other method of authentication; enter and/or validate the Operator's identification, contact and banking information; and attach documentation that proves his/her capacity to legally represent the Operator and the Operator's activity. The User shall send all this information and documentation to be reviewed and validated by the Platform. Once the internal validation process of the Platform has been correctly completed, the registration process will be concluded and the User will become a Registered Responsible Operator User.

The Responsible Registered Operator User may invite third parties to access and interact with the Platform as representatives of the Operator. For this purpose, the Responsible Operator Registered User must, through the Platform, designate the e-mail addresses that he wants to authorize to represent the Operator and associate an identifying name to them. The Platform will send an e-mail to the authorized e-mail addresses that will include a web link that gives access to a web page where, after indicating *username and password or another method of authentication*, a new Authorized Registered Operator User account will be generated.

## **5.2. User Profile**

Once the registration is completed, every Registered User will be able to access his profile, complete it, edit it as he sees fit.

## **5.3. Theft of credit card or bank details**

As the Platform can not guarantee the identity of the Registered Users, the latter will be obliged to inform in those cases in which they are aware that the associated credit card or the bank details associated with their profile have been stolen, and/or are being used by a third party in a fraudulent way. As a result, since the Platform and its payment platform proactively ensure the protection of Registered Users with the corresponding security measures, in the event that the Registered User does not report such theft, the Platform will not be responsible for the fraudulent use of the Registered User's account by third parties.

It is necessary that Registered Users, in case of theft, subtraction or suspicion of misuse of their credit card to make the corresponding report to the police authority.

BCT undertakes to cooperate with the Registered User and the competent authorities, if necessary, to provide reliable evidence of the wrongdoing. In case of fraud, BCT reserves the right to impose the appropriate actions when it is harmed by the improper use of the Platform.

## **5.4. Unsubscribing User**

The Registered User may unsubscribe from the Platform by sending an e-mail to [info@mycustoms.com](mailto:info@mycustoms.com), or through a link accessible within the Platform

The cancellation of the Registered User does not automatically lead to the removal of the information related to it. Such information will be stored for the period necessary to comply with legal obligations under applicable law.

## **6. SERVICES OFFERED BY THE PLATFORM**

The Services that BCT provides consist of facilitating access to the computer system defined as the Platform. Through the Platform, Users can relate and manage customs files in a coordinated manner.

The Platform is structured in two parts: the Customer App and the Operator Backoffice.

- The Customer App consists of a computer application that allows Customers to connect to Operators and manage customs files that are generated.



- The Operators' Backoffice consists of a computer application that allows Operators to interact with Customers and other Operators in the management of customs files that are generated.

The Customer App and the Operator Backoffice are related to each other and make up the Platform.

The Service provided by BCT consists of facilitating access to the Platform, with Platform Users offering and contracting the services related to each specific customs file, in accordance with the conditions stipulated by them.

The offers and contracts that are made within the Platform will be governed by the particular agreements that the Users agree among themselves, not binding in any way to BCT nor being it responsible for the possible breaches or damages derived from the offers or the provision of services that the Users agree among themselves.

#### **6.1. Functioning of the platform:**

Users of the Customer App, may request from Operators the customs clearance in which they may be interested, as well as provide and facilitate the documentation and information that may be appropriate in the customs files they process.

The Operators, through the Operators Backoffice, will receive the customs clearance requests requested through the Customer App and will interact by creating and completing the customs files.

Different Operators can be involved in the customs clearance that is requested, so Operators will also connect to each other through the Operators' Backoffice.

The different contractual relationships between Customers and Operators and between Operators themselves are determined by the agreements that they particularly sign. The Platform acts as a vehicle for communication and collaboration between the parties in the management of customs files, but does not intervene in the contracting process between Users.

After the parties that are going to intervene in a specific customs file have agreed on the conditions that are going to govern their relationship, the customs file can be registered on the Platform.

The registration of customs files in the Platform corresponds to the Operators involved in it. The Operators who register the file in the Platform will proceed to invite the rest of the Operators who will intervene in the file.

Once the file has been registered and all the Registered Users related to it have been linked, the Client and the Operators involved will be able to view the file, update information and upload documentation.

The level of access and functionalities available to the Operators involved in the file varies according to their role in the operation. The different roles of the Operators that intervene in the Platform are:

- Supplier/Exporter

They can create import or export files, upload documents and view certain documents, validate operations and accept financing offers issued by financial institutions.

-Buyer/Importer.

They can create import or export files, upload documents and view certain documents, validate operations and accept financing offers issued by financial institutions.

- Forwarders/Customs agents of origin:

They can create export files or exports, upload and view documents, validate operations and process files.

- State tax agencies:

They can see files and documents.

- Financial institutions and external value-added service providers

They can view files and documents to which the Operators give them access, make offers of financing or value-added services to the Operators of the file, as well as validate their conformity with the operation after the Operator has expressed agreement with their offer.

Depending on the file in question, an Operator can have another role. As an example, an Operator can act as an importer in one file and as an importer in another.

The obligations agreed between the parties, among which are, as an example, issues such as payment or delivery, among others, will be managed directly by the parties, without the intervention of the Platform.

## **7. PRICE AND PAYMENT**

The App Access Services for customers are free of charge. The services provided by the Operators through the Platform do not form part of the Platform Services in accordance with the stipulations of section 6, and the price and payment conditions for these services are those freely stipulated by them, without prejudice to the payment of the corresponding tax obligations in each case.

Operator Backoffice Access Services are fee-based. The cost of the services and the specific payment conditions will be agreed in a particular way between BCT and each of the Operators, or by subscribing to a standard plan within the Platform whose payment will be made monthly. For the calculation of the amount, quantitative criteria such as the number of files to be managed, the time spent, information retention time, storage space used, among others, will be taken into account.

BCT may offer additional services, both its own and those of third parties, within the Customer App and the Operator Backoffice, such as insurance, transport services, value added services, etc, among others. These services may be paid for within the monthly invoice or at the time of contracting the

service according to the options available. For BCT to be able to offer these additional services, you agree to provide BCT with complete and accurate information about you and your business, and you authorize BCT to share such information and the data of the transactions related to the use of the additional services and you will have to accept the additional conditions of that service at the time of the hiring.

**PAYMENT BY CARD:** All operations involving the transmission of personal or banking data are carried out using a secure environment. All the information provided by the User travels encrypted through the network. The data on your bank card will not be registered or stored by BCT. When selecting this type of payment, we will use the services of a payment processor that is carried out in the payment processor's gateway in a secure manner.

**SEPA DEBIT PAYMENT (Sepa Direct Debit):** BCT may enable SEPA debits as a means of payment by using the payment services of a payment processor or by using direct communication with financial institutions. In the case of direct communication with financial institutions, BCT will provide the necessary data for the processing of the SEPA mandate according to the legislation in force.

### **7.1. Stripe Payment Processing Service**

Certain payment processing services for Platform users are provided by Stripe, subject to the Stripe Terms of Service, collectively, the "Stripe Service Agreement". ("Stripe Services Agreement" <https://stripe.com/ssa>). When you accept these terms or continue to trade as a User on the Platform, you agree to comply with the obligations of the Stripe Services Agreement, which may be amended by Stripe from time to time. In order for BCT to offer payment processing services through Stripe, you agree to provide BCT with complete and accurate information about you and your business, and authorize BCT to share such information and transaction data related to the use of the payment processing services provided by Stripe.

BCT is free to decide whether to process the payment using Stripe for any payment method enabled by this payment processor. In the event that BCT processes the payment using the services of the Stripe payment processor, the Platform will automatically enable the interaction with the secure payment gateway managed by the "Stripe" entity, which will be responsible for carrying out the appropriate procedures with the client in order to verify the validity of the payment method. In no case does BCT save or maintain the client's card details.

## **8. OBLIGATIONS OF THE PARTIES**

The Parties undertake to comply faithfully and accurately with the obligations contained in these Terms of Use.

In particular, the USER/REGISTERED USER agrees to

- (a) Use the Platform in accordance with these Conditions.
- (b) Do not give your credentials or access to your User Profile through the Platform to third parties.
- (c) Collaborate in everything that is requested for the provision of services.
- (d) Refrain from interrupting, distorting, preventing or disturbing the operation of the Platform in any way.
- (e) Refrain from modifying or altering in any way the Platform, its interface, functionalities or software.
- (f) Refrain from downloading or otherwise attempting to obtain a copy of the Platform software.
- (g) Refrain from extracting data, documents or any other type of information from the Platform
- (h) Refrain from using the Platform in violation of obligations acquired in terms of confidentiality, privacy, protection of personal data, trade secrets, industrial and intellectual property rights of third parties, rights of consumers and users or any other right.
- (i) Refrain from infringing, directly or indirectly, the industrial and intellectual property rights of BCT or third parties.
- (j) Keep BCT harmless from any claims it receives based on your use of the Platform.
- (k) Make payments for the services consumed on the Platform within the month of issue of the invoice.

In particular, BCT undertakes to:

- (a) To make the Platform available for use in accordance with these Conditions.
- (b) To guarantee the security and confidentiality of the data that Users provide when using the Platform.
- (c) Allow free access to the Platform, except in those cases set out in clauses 4 and 5.
- (d) Make regular backups of the information provided by Users.

## **9. CLAIMS**

Users may submit their complaints to the Platform's Customer Service Department by calling 672 337 916 or sending an e-mail to [info@mycustoms.com](mailto:info@mycustoms.com).

The estimated response time for silver claims to the Customer Service is 2 working days.

## **10. RESPONSIBILITY**

BCT tries to keep the Platform safe, secure, and functioning properly, but cannot guarantee continuous operation or access to it.

BCT shall not be liable to Users for contractual or extra-contractual responsibility or in any other way, for facts and/or acts that are beyond its reasonable control ("cause of force majeure") or that result or derive from: faults or negligence of the User or his representatives; misuse of the Platform

by the User; actions or omissions of third parties, such as, Operators who intervene in the Platform, among others, including the destruction of allegedly counterfeit items; a suspension or other measure taken with respect to the User's account on the Platform.

BCT shall be released from liability for failure to comply with the obligations arising from these Conditions when such failure is the result of the occurrence of a circumstance considered to be Force Majeure.

Force Majeure does not modify the Conditions, except for the delay that occurs as a consequence of the case of Force Majeure, and BCT shall endeavour to reduce it in order to achieve the normal provision of the Services.

The Platform's obligations arising from these Conditions shall be understood to be suspended for the period during which the cause of Force Majeure continues, and it shall have an extension of time to fulfil these obligations for a period of time equal to the duration of the cause of Force Majeure. When the Platform becomes aware of the existence of a cause of Force Majeure, it shall immediately notify Users, indicating an estimate of the duration of the work to restore the Platform. BCT and the rest of the Platform Operators will use all reasonable means and diligence to try to fulfil their obligations despite the cause of Force Majeure.

In the event that the Force Majeure is the result of the action or omission of Operators or third parties involved in the operation, the responsibility derived from it shall be based on the specific conditions of the Operator or third party concerned, and the Platform shall be released from any responsibility.

In no event shall BCT be liable for any of the following losses regardless of their origin: loss of revenue or sales; loss of business; loss of profits or loss of contracts.

The liability of BCT and the rest of the Operators in relation to any of the Services shall be limited to the contract price of such Service. In those cases in which by legal imperative such limitation is not applicable, the liability is limited, at most, to the amounts established in the current regulations.

## **11. COMPENSATION**

The User agrees to indemnify BCT for any losses or costs, including reasonable attorneys' fees, which may be incurred by BCT as a result of or in connection with any breach by the User of these Terms of Use or any law or right of a third party.

## **12. UPDATES AND MODIFICATIONS**

### **12.1. UPDATES AND MODIFICATIONS OF CONDITIONS**

These Conditions may be amended at any time by BCT. The Conditions, in their most updated version, will always be available for consultation on the Website itself and through the following web address: <https://smec.mycustoms.com/terms-and-conditions>.

BCT will notify the Users of the modifications that are made to the Conditions, by the means that it considers necessary, with thirty (30) days in advance. To this end, and by way of example, it will be considered sufficient if BCT notifies the modification of the Conditions with a warning message published on the home page of the Website that can be viewed by any User that accesses the Website during the thirty (30) days prior to the modification, and by sending an e-mail to the Registered Users thirty (30) days before the modification.

Users should read these Terms of Use carefully when accessing the Platform. In any case, the acceptance of the Conditions of Use will be a previous and indispensable step for the access to the Services and contents available through the Platform.

## **12.2. UPDATE AND MODIFICATION OF THE PLATFORM**

BCT reserves the right to carry out, at any time and without prior notice, updates, modifications or elimination of the information contained in the Website, in the configuration and presentation of it and of the conditions of access, without assuming any responsibility for it.

BCT may modify or cancel the offer of Services of the Website or any functionality of the same by giving notice thirty (30) days before the date foreseen for said modification by the means it deems convenient.

BCT does not guarantee the inexistence of interruptions or errors in the access to the Website or its contents, nor that it is always updated. Nevertheless, BCT will carry out, as long as there are no causes that make it impossible or difficult to carry out, and as soon as it is aware of the errors, disconnections or lack of updating of the contents, all those tasks aimed at correcting the errors, re-establishing the communication and updating the contents.

The Website integrates tools and services provided by third parties, which means that its continuous operation does not depend solely on BCT. In this sense, the Website currently makes use of different technologies based on blockchain to trace the documentation and acceptance of the conditions. BCT reserves the right to modify and update this technology incorporated in the Website in the future. In order to guarantee the security of the information, whenever public blockchain networks are used, the data included in the network will only consist of encrypted information (hashes) or public information not subject to confidentiality.

## **13. CONFIDENTIALITY**

The Parties agree that the Confidential Information exchanged between them will be kept confidential under the following conditions.

All the Operators undertake to preserve the Confidential Information with the same guarantees and cautions with which they treat their own Confidential Information.

Confidential Information shall not be reproduced or otherwise made available in any form whatsoever, except as may be required to comply with the purpose of these Terms of Use. The reproduction of any Confidential Information of a Customer or Operator shall remain the property of the Customer or Operator, and shall contain all notices and legends of Confidential or proprietary information that appear on the original. With respect to Customer's Confidential Information, the party receiving the Confidential Information shall: (a) take all Reasonable Steps (defined below) to keep the Confidential Information strictly confidential; and (b) not disclose any of the other party's Confidential Information to any person who, in good faith, needs to know it in order to perform his or her duties, which, in any case, shall be strictly related to the exercise of his or her rights and/or the performance of his or her obligations under this document. Reasonable Measures shall mean those measures similar to those that the Receiving Party takes to protect its own Confidential Information, which should not be inferior to those that are adopted on a regular basis.

Each party acknowledges that the Confidential Information is considered proprietary and valuable to the Disclosing Party and that any unauthorized disclosure or use thereof will cause irreparable harm and loss to the Customer.

In any case, the User acknowledges and accepts that during the provision of the Services third parties may access the information uploaded by the User to the Platform (by way of example, public entities, such as the State Agency of the Tax Administration) for the fulfilment of their purposes, and that BCT shall not be liable for this.

#### **14. INTELLECTUAL PROPERTY**

All the contents of the Platform, understanding by these, by way of illustration only, the texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source code, are the intellectual property of BCT or of third parties, and none of the exploitation rights recognised by current legislation on intellectual property may be understood to have been transferred to the Users.

BCT is the owner or licensee of all the intellectual and industrial property rights included in the Platform, as well as collecting the contents accessible through the same, with BCT having exclusive rights of exploitation in any form and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with Spanish legislation on intellectual and industrial property rights.

BCT may not be the owner or licensee of content such as names or images, among others, of companies with which BCT has no commercial relationship. In these cases, BCT acquires the contents from sources accessible to the public and in no case will it be understood that BCT has a relationship with any right owned by BCT.

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#### **16. NON-WAIVER**

Failure to exercise any of the rights provided for in these Conditions does not constitute a waiver of such rights, unless such waiver is evidenced by the holder of the right or power in an unequivocal manner and in writing.

#### **17. JURISDICTION AND APPLICABLE LAW**

Any controversy, dispute, demand or claim deriving from the interpretation of these Conditions of Use or any of their modifications, as well as any breach of the same shall be resolved on the basis of Spanish legislation, and shall be submitted to the Courts of Madrid, with express waiver of any other jurisdiction that may correspond depending on the present or future domicile of the claimant.