

## Legal Notice

In compliance with the disclosure obligation stipulated in Article 10 of Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce, KOBBEKO SA, as the owner of the website WWW.KOBBEKO.COM, hereby provides the following information:

### 1. Identification details:

- **Company name:** KOBBEKO SA
- **Company registered address:** C/ SAN BENITO, 34 LOCAL 28029 MADRID
- **Corporate tax identification number:** A28282549
- **Email address:** contacto@kobbeco.com
- **Companies Register entry details:** volume 2959 / folio 79 / section 3 / sheet 20803

The present information constitutes and governs the terms and conditions of use and the limitations of liability and obligations, which the users of the Website under the domain name WWW.KOBBEKO.COM, agree to and undertake to abide by.

### 2. Definitions

- "Website" means the domain WWW.KOBBEKO.COM made available to Internet Users.
- "User" means a natural or legal person using or browsing the Website.
- "Content" means the pages making up the domain WWW.KOBBEKO.COM, which constitute the information and services that **KOBBEKO SA** makes available to Internet Users. Such content includes all the messages, texts, photographs, graphics, icons, logos, technology, links, textures, drawings, sound and/or image files, recordings, software, appearance, graphic design and source code, and in general any type of material contained in the Website.
- "Web" is a technical term describing the system of access to information via the Internet, by means of pages designed using HTML or a similar language, and programming mechanisms such as java, javascript, PHP, etc. These pages designed and published under an Internet domain name are the result of the information that the website owner makes available to Internet Users.
- "Hyperlink" means the technique by means of which a User can browse different pages of the Website or the Internet by simply clicking on the text, icon, button or indicator containing the link.
- "Cookies" are a technical means allowing the tracking and monitoring of Website browsing. Cookies are small text files that are stored on the User's computer. This method has privacy implications and consequently **KOBBEKO SA** will promptly and effectively inform about the use of cookies when they are implemented on the Website.

### 3. Users / Terms and Conditions of Use

Access to and/or use of the WWW.KOBBECO.COM Website confers the status of USER, implying full acceptance, upon such access and/or use, of the present terms and conditions of use, including without limitation each and every one of the clauses and general terms and conditions included in the Legal Notice.

If any User does not agree to the clauses and terms and conditions of use set forth in this Legal Notice, they shall refrain from using the Website.

### 4. Use of the Website

WWW.KOBBECO.COM provides access to articles, information and data (hereinafter the "CONTENT") proprietary to **KOBBECO SA**. USERS accept their responsibility for the use of the website.

Certain pages of the Website (WWW.KOBBECO.COM) may allow participation by means of comments, such that any user may send texts through the form provided for such purpose. Upon sending such texts by clicking on the appropriate link, USER undertakes and agrees to make proper use of the content provided by WWW.KOBBECO.COM through its website and not to use it in order to:

- (i) carry out any activities of an unlawful or illegal nature or contrary to good faith and public order.
- (ii) disseminate content or propaganda of a racist, xenophobic or illegal-pornographic nature or advocating terrorism or contrary to human rights.
- (iii) cause damage to the hardware and software systems of WWW.KOBBECO.COM, its suppliers or third parties; or introduce or disseminate through the web any computer viruses or other hardware or software systems capable of causing the aforementioned damage.
- (iv) attempt to access and use other users' email accounts and amend or alter their messages.
- (v) USER undertakes, in general, to abide by the applicable legislation and respect generally accepted moral standards and practices, public order and the present general terms and conditions of access and use.

To that end, USER undertakes and agrees NOT to use any of the Content for any purposes having an unlawful character or effect, forbidden by the Legal Notice or by the applicable legislation, detrimental to the rights and interests of third parties, or in any way likely to damage, render unusable, overload, impair or prevent the normal use of the Content, the IT systems or the documents, files and any form of content stored in any computer device owned or hired by **KOBBECO SA**, by other Users or by any Internet user (hardware and software).

USER undertakes and agrees not to broadcast, disseminate or make available to others any type of material contained in the Website, including but not limited to information, texts, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, logos, brands, icons, technology, software, links, graphic design and source codes, or any other material to which USER have access as a User of the Website.

Likewise, in accordance with the above, USER shall not:

- Reproduce, copy, distribute, make available or in any manner communicate publicly, transform or modify the Content without the prior express consent of **KOBBECO SA** as the holder of the corresponding rights, except in those cases where this is allowed by law.
- Delete, tamper with or in any manner alter the copyright notice and other data identifying the reserved rights of **KOBBECO SA** or other right holders, the digital footprints and/or identifiers, or any other technical devices enabling their recognition.

- USER shall refrain from obtaining or even attempting to obtain the Content by any means or procedures other than those made available for such purpose or indicated for such purpose on the Websites where the Content is posted or, in general, any means other than those commonly used on the Internet for such purposes, provided that they do not involve the risk of damaging or rendering unusable the Website and/or its Content.

In addition, USER acknowledges that:

- **KOBBEKO SA** shall not be liable in any manner for the opinions expressed by users, who participate under their own, exclusive responsibility.
- The comments made by users do not represent the opinions of **KOBBEKO SA**, its shareholders or employees.
- **KOBBEKO SA** does not guarantee in any event the posting of the content sent by users. All the content received shall be automatically checked by an antispam filter and reviewed by an administrator of the Website, who will in all cases act in accordance with the democratic rights of freedom of expression and information.

**KOBBEKO SA** reserves the right to remove any comments contrary to human dignity or of a discriminatory, xenophobic, racist or pornographic nature, or contrary to the best interests of children and young people, or contrary to public order or security, or any other comments that **KOBBEKO SA** deems unsuitable for publication.

In any event, WWW.KOBBEKO.COM shall not be held liable for the opinions expressed by users through the blog or any other participation tools made available for such purpose, in accordance with the applicable legal provisions.

## 5. Privacy Policy. Data Protection

**KOBBEKO SA** is aware of the importance of protecting USER's data and privacy. Consequently, it has implemented a data processing policy intended to provide the maximum security in the use and collection of data, assuring compliance with the applicable legislation on the matter and establishing such policy as one of the basic pillars of the company's conduct.

### 5.1. Purpose of the data gathered and consent to their processing.

Pursuant to Article 5 of Spain's Organic Law on Personal Data Protection (LOPD) USER is hereby informed that certain personal data are gathered through the Website registration forms and stored in a computer file for the exclusive purpose of sending electronic communications such as: newsletters, new posts, or any other communications that WWW.KOBBEKO.COM may consider to be of interest to its USERS.

Only their owners shall have access to their data, which shall not under any circumstances be assigned, shared, transferred or sold to third parties.

Acceptance of the privacy policy through the established double opt in procedure shall be deemed for all applicable purposes to constitute EXPRESS AND UNEQUIVOCAL CONSENT – pursuant to Article 6 of the LOPD – by USER to the processing of the personal data on the terms set out in the present document, as well as to the international transfer of data occurring solely as a result of the physical location of the facilities of the service providers and data processors.

If you provide your data via an email message, it shall be included in a computer file for the purposes of handling your request or comment, and all the other terms set out in the foregoing paragraph shall apply.

## 5.2. Compliance with applicable legislation

**KOBBECO SA** complies with the provisions of Organic Law 15/1999 of 13 December on the Protection of Personal Data, Royal Decree 1720/2007 of 21 December approving the Implementing Regulations of said Organic Law (RLOPD), and all the other relevant legislation applicable at any time, and makes every endeavour to ensure the appropriate use and processing of users' personal data.

**KOBBECO SA** likewise complies with Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce, and shall at all times request USER's consent to the use of their email address for commercial purposes .

Pursuant to the LOPD, we hereby inform you that any data provided by you or any data resulting from your browsing may be stored in the computer files of **KOBBECO SA** and processed for the purposes of handling your request and maintaining the relationship established through the forms completed by you.

## 5.3. Data protection rights

Users may send a written communication to the registered address of **KOBBECO SA** or to the email address provided at the beginning of this legal notice, including in either case a photocopy of your Spanish National Identity Document or other similar identification document, in order to exercise their rights of access, rectification, cancellation and opposition (ARCO rights).

If you do not wish to send a photocopy of your identification document, you may use your recognised electronic certificate allowing free validation to sign the communication in which you exercise the appropriate right, and send it to us by email.

## 5.4. Security Measures

**KOBBECO SA** has implemented the necessary technical and organisational measures required to ensure the security of your personal data and prevent their amendment, loss or unauthorised processing and/or access, and prevent the theft of the Personal Data that their owners may provide as a result of accessing the various sections of the website WWW.KOBBECO.COM, all of which has been done in accordance with the provisions of Article 9 of the LOPD and Title VIII of the RLOPD.

**KOBBECO SA** has the necessary measures in place to reinforce the confidentiality and integrity of the information within its organisation. Its processes are subject to constant supervision, control and assessment to ensure adherence to data privacy requirements.

## 5.5. Owner of the File

USER is hereby informed that any data gathered through WWW.KOBBECO.COM shall be included in a file duly registered with the Spanish Data Protection Agency (AEPD) under the name "Usuarios de la página web" (Website Users) for which the data controller shall be **KOBBECO SA**, with registered address at C/ SAN BENITO, 34 LOCAL 28029 MADRID.

## 5.6. Hyperlinks

As a service to our visitors, our website may include hyperlinks to other websites that are not operated or controlled by **KOBBEKO SA**. Consequently, **KOBBEKO SA** does not warrant and shall not be held liable for the lawfulness, reliability, usefulness, truthfulness and updating of the content of such websites or their privacy practices. Before providing your personal details to such websites outside the control of **KOBBEKO SA**, please bear in mind that their privacy practices may be different from ours.

Any persons intending to establish hyperlinks between their Website and ours (WWW.KOBBEKO.COM) must adhere to and fulfil the following conditions:

- No prior authorisation shall be required when the Hyperlink only provides access to the home page but does not allow its reproduction in any way. Any other type of Hyperlink shall require prior express authorisation by **KOBBEKO SA**.
- No frames shall be created with or about the **KOBBEKO SA** web pages.
- No false, inaccurate or offensive statements shall be made regarding **KOBBEKO SA**, its management, employees or collaborators, or the persons named on the Website for any reason, or regarding the Users of the Website or the Content provided.
- It shall not be stated or implied that **KOBBEKO SA** has authorised the Hyperlink or that it has supervised or in any way assumed responsibility for the Content offered or made available on the Website where the Hyperlink is included.
- The Website where the Hyperlink is included may only contain the information strictly required to identify the Hyperlink's destination.
- The Website where the Hyperlink is included shall not contain any information or content of an unlawful character or contrary to generally accepted moral codes and practices or contrary to public order, nor shall it contain any content contrary to any rights of third parties.

## 6. Amendment of Legal Notice

In order to improve the performance of the Website, **KOBBEKO SA** reserves the right to change and/or update, at any time and without prior notice, the information contained in the Website, the configuration and design of the Website itself, and the present legal notice, as well as any other specific terms and conditions. Therefore, USER must read the Legal Notice each and every time he/she visits the Website.

## 7. Intellectual / Industrial Property

**KOBBEKO SA** is the holder of all the intellectual and industrial property rights over its website and over all the items contained in it (including but not limited to images, sound, audio, video, software or texts; brands or logos, colour combinations, structure and design, selection of materials used, and computer programs required for its operation, access and use), owned by its licensors, with all rights reserved.

Any use without **KOBBEKO SA's** prior authorisation shall constitute a serious infringement of the author's intellectual or industrial property rights.

USER agrees to respect the Intellectual and Industrial Property rights held by **KOBBEKO SA**. USERS may view the items on the Website and even print, copy or store them in their computer hard drive or any other physical storage medium, provided that this is only for personal and private use. USER shall not delete, alter, elude or tamper with any protection device or security system installed on the pages of the **KOBBEKO SA** website.

All the brands, trade names or distinguishing marks of any kind featured on the Website are the property of **KOBBEKO SA** or of third parties that have authorised their use, and the use of or access to the Portal and /or the content shall not be deemed in any way to confer to User any right whatsoever over such brands, trade names or distinguishing marks, nor be deemed to constitute an assignment to User of any of the exploitation rights over such Content.

The Content is the intellectual property of **KOBBEKO SA**, or of third parties. Therefore, the corresponding Intellectual Property rights are held by **KOBBEKO SA** or by third parties that have authorised the use of such content, which shall be the sole parties entitled to exercise the exploitation rights over such content, especially the rights of reproduction, distribution, public broadcast and transformation. The reproduction, distribution and public broadcast, of all or part of the content of this Website for commercial purposes, on any medium and by any technical means without prior authorisation by **KOBBEKO SA** is strictly prohibited.

Any unauthorised use of the information contained in this Website, or the infringement of the Intellectual or Industrial Property rights of **KOBBEKO SA** or of third parties included in the Website that have assigned their rights shall give rise to the legally established liabilities.

## **8. Cookies**

Cookies are a technical means allowing the tracking and monitoring of Website browsing. They are small text files that are stored on the User's computer. This method has privacy implications and consequently **KOBBEKO SA** informs you that it may use cookies for the purpose of compiling statistics on the use of its Website, as well as for identifying the User's PC and recognising it in subsequent visits. In any case, users may set up their browsers so that they do not allow the use of cookies on their visits to the website.

**KOBBEKO SA** is aware of the importance of protecting USER's data and privacy, and therefore insists that the User should read the "Cookie Policy" on our website.

## **9. Availability of the Website**

**KOBBEKO SA** does not guarantee the absence of interruptions or errors in the access to the Website or its Content, nor does it guarantee that they are fully up to date, although it will use its best efforts to avoid, rectify or update them, as the case may be. Consequently, **KOBBEKO SA** shall not be held liable for any damages whatsoever to USER arising from failures or disconnections in communication networks causing the suspension, cancellation or interruption of the Portal's service during or prior to the provision of such service.

**KOBBEKO SA** declines any liability, subject to the exceptions provided for in the applicable legislation, for any damages arising from the unavailability or lack of continuity or quality of the operation of the Website and its Contents, or from non-fulfilment of the users' expectation of usefulness of the Website and its Content.

The purpose of the Hyperlinks included on this Website is solely to inform the User of the existence of other websites containing information on the subject. Such Hyperlinks shall not be deemed to constitute any suggestion or recommendation whatsoever.

**KOBBEKO SA** shall not be held liable for any security errors that may arise, nor for any damage caused to the users' computer system (hardware and software) or to the files or documents stored in it, as a result of:

- The presence of a virus in the computer used by the user to connect to the services and content of the Website.
- Malfunctioning of the browser or the use of non-updated browser versions.



**KOBBEKO SA** shall not be held liable for the content of the websites accessed via Hyperlinks, for the operation or usefulness of the Hyperlinks, or the outcome of such links, and does not guarantee the absence of viruses or other elements in such websites likely to cause disturbances in the user's computer system (hardware and software), documents or files, and declines any liability for any damage whatsoever to user in such regard.

Access to the Website does not entail an obligation on the part of **KOBBEKO SA** to monitor the absence of viruses, worms or any other harmful components. It will be the responsibility of users to avail themselves of suitable tools to detect and disinfect harmful computer software. Consequently, **KOBBEKO SA** shall not be held liable for any security errors that may occur during the provision of the Website service, or for any damage caused to the users' or third-party computer systems (hardware and software), including any files and documents stored in them, as a result of the presence of any virus in the computer used to connect to the services and content of the Website or of browser malfunction or the use of non-updated browser versions.

## 10. Quality of the Website

In light of the dynamic and changing environment of the information and services provided through the Website, **KOBBEKO SA** uses its best efforts to ensure but does not guarantee the absolute truthfulness, accuracy, reliability, usefulness and/or updating of the Content.

The information contained in the pages making up this Portal is only provided for information, reference, dissemination and advertising purposes. Such information does not under any circumstances offer or constitute a binding or contractual undertaking.

**KOBBEKO SA** declines any liability for the decisions made by USER on the basis of such information, as well as for any possible misspellings in the documents and graphics posted on the Website. The information is subject to changes from time to time for the purpose of extending, improving, correcting or updating the Content.

## 11. Availability of the Content

The provision of the Website service and the Contents is intended to be of indefinite duration. However, **KOBBEKO SA** is authorised to discontinue or suspend the provision of the Website service and/or any of its Content at any time. Whenever this is reasonably possible, **KOBBEKO SA** will give prior warning of the discontinuation or suspension of the Website.

## 12. Jurisdiction

Any disputes between the parties regarding the interpretation, application and enforcement of this Legal Notice, as well as any claims arising from its use, shall be settled by the Judges and courts of Madrid, and the parties hereby expressly waive their right to any other jurisdiction.

## 13. Governing Law

The present terms and conditions shall be governed by Spanish law.

Copyright© KOBBEKO SA.

All rights reserved under international copyright laws and conventions. The copying, reproduction or dissemination in full or in part and by any means of this document is strictly prohibited.