

## **TERMS AND CONDITIONS OF USE**

SmartTrainer SL

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*Read carefully before creating an account, installing, or using any software product or service provided by SmartTrainer SL ("SmartTrainer").*

### **1. Acceptance**

**By creating an account, installing, or using any software product or service provided by SmartTrainer SL ("SmartTrainer"), you expressly agree to these Terms and Conditions. If you do not agree, do not use the software.**

### **2. Limited Licence and Permitted Use**

SmartTrainer grants you a personal, non-exclusive, non-transferable, revocable license to access and use the software solely for internal, non-commercial purposes. All rights not expressly granted are reserved by SmartTrainer.

### **3. Intellectual Property**

The software, together with all content, trademarks, source code, algorithms, interfaces, and associated materials, is the exclusive property of SmartTrainer SL and is protected by intellectual property laws. You may not reproduce, distribute, modify, reverse engineer, decompile, or create derivative works from the software without prior written consent.

### **4. User Data**

By using the software, you authorise SmartTrainer to collect and process the training or simulation data recorded by the application solely to improve and optimise the service. Such data will be handled in accordance with SmartTrainer's Privacy Policy.

### **5. Prohibited Use**

You shall not:

- Copy, publish, or use our content for unauthorised advertising campaigns.
- Use the software for illegal purposes or in a manner that infringes third party rights.
- Interfere with the operation of the service or attempt unauthorised access.

### **6. DISCLAIMER OF LIABILITY**

**SMARTTRAINER SL DOES NOT GUARANTEE that the software is 100% accurate. The user understands and accepts that any injury or damage resulting from following the software's guidance is the user's sole responsibility. SmartTrainer SL shall not, under any circumstances, be liable for injuries, direct or indirect damages, incidental, special, or consequential damages arising from the use or inability to use the software.**

## ***7. Limitation of Liability***

To the maximum extent permitted by applicable law, SmartTrainer's total liability for any claim shall not exceed the amount the user paid, if any, for use of the software during the twelve (12) months preceding the incident.

## ***8. Modifications***

SmartTrainer may modify these Terms at any time. Changes will be posted in the application or on the official website. Continued use of the software constitutes acceptance of the updated terms.

## ***9. Governing Law and Jurisdiction***

These Terms are governed by Spanish law. Any dispute shall be submitted to the courts of Barcelona, and the parties waive any other jurisdiction that might correspond to them.