

Main Services Agreement

Last Updated 19.08.2023

THIS AGREEMENT IS A BINDING CONTRACT AND GOVERNS THE USE AND ACCESS TO OUR SERVICES BY YOU AND USERS IN YOUR WORKSPACE, WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION OR A FREE TRIAL OF THE SERVICES

By accepting this Agreement, whether by signing an "Order Form," accessing or using our Services, or authorizing or allowing any User into your *Workspace* to access or use our Services, you agree to be bound by this Agreement from the effective date of its application. If you are entering into this Agreement on behalf of a company, another legal entity, or an organization (the "Entity"), you are accepting this Agreement on behalf of that Entity and represent to Netzo that you have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Subscriber," "You," or "Your" in this document refer to such Entity and its Affiliates. If you do not have such authority or do not agree with the terms and conditions set forth in this Agreement, you must not use or authorize any use of our Services. Hereinafter, the Subscriber and Netzo are each referred to as a "Party," and collectively, the "Parties" for the purposes of this Agreement.

1. Object of the Agreement

- **1.1 Agreement Description:** The natural or legal person whose data is collected when accessing the Services and/or in an "Order Form" contracts with ROKAWARE, S.L (hereinafter referred to as "Netzo") with CIF B-09980772 and registered address at Paseo de la Castellana 89, 8th floor, 28046 Madrid, Spain, for the provision of Netzo Services, including the core Services, which grant you and any Users you grant access to your *Workspace* access and use of Netzo's core Services to create computer applications for internal business purposes. The purpose of this Agreement is to establish the terms and conditions under which the Subscriber may purchase, access, and use Netzo Services, as well as engage in Professional Services described in an "Order Form" or any other document signed or agreed upon between the Parties.
- **1.2 Prevalence Order:** In case of any inconsistency or conflict between the terms of this Services Agreement and the Exclusive Terms of any "Order Form," the Exclusive Terms of the "Order Form" or any other document signed or agreed upon between the Parties shall prevail.
- **1.3 Governing Language of the Agreement:** This Agreement is available in multiple languages for your convenience. In case of any discrepancy or conflict between the versions in different languages, the Spanish version shall prevail and govern the interpretation and application of this Agreement.

- **1.4 Effective Date:** The effective date of this Agreement shall be the date of signing the "Order Form," the date of access and/or use of the Services, whichever happens first. The Subscriber agrees that it shall not be necessary to confirm the acceptance of these Agreement when exclusively done through electronic communication.
- **1.5 Workspace Termination:** Non-compliance with any of the terms of use and other conditions set forth in this Agreement may result in the termination of your *Workspace* and contracted Services.

2. Access to the Services

- **2.1 Netzo Access Grant:** Upon the Agreement coming into effect, we will make the Services available to you, granting you a non-exclusive, non-transferable, and non-sublicensable right to access and use them for legitimate purposes, in accordance with the terms and conditions set out in this Agreement during the Subscription Period.
- **2.2 Capacity Requirements:** It is essential to be at least sixteen years old to access/use the Service(s). By inviting Users to your *Workspace* to use our Services, you acknowledge and warrant that they meet the aforementioned requirement. Furthermore, you represent and warrant that you have the legal capacity to enter into contracts under the Applicable Law and that both you and the Users you invite to your *Workspace* are not on a list of individuals prohibited from receiving services under the US government, Spanish government, and EU legislation or other applicable jurisdictions. You and your Users not reside in Russia, Cuba, Iran, North Korea, Syria, or any other country subject to a US government, Spanish government, or EU embargo.
- **2.2 User Access:** The Subscriber may grant access to its Users from the *Workspace* by giving them the ability to access and use Netzo Services on its behalf. It is the Subscriber's responsibility to manage its Users and their respective access credentials to the Platform.
- **2.4 Updates and Changes to Access:** Netzo reserves the right to make changes to access to the Services, including the introduction of new features, updates, or modifications, at any time and without prior notice. These changes may require the Subscriber to update or modify its systems or configurations to continue using the Services.
- **2.5 Modifications and Additional Features:** We reserve the right to modify the features and functionalities of the Services, the amount of *Workspace* resources during the Subscription Period, and the details and levels of Support for each subscription plan, with prior notice of thirty (30) days in case of removal of significant features or functionalities. Furthermore, Netzo will notify the Subscriber of applicable Supplementary Terms or alternative terms and conditions before the Subscriber activates any additional features in its *Workspace*. The activation and/or use of any additional features in your *Workspace* shall be deemed acceptance of the applicable Supplementary Terms or alternative terms, as the case may be.

- **2.6 Support:** The support provided by us varies depending on the subscription plan to the Services contracted by the Subscriber. The details and levels of support are specified in the corresponding subscription plan, made available to you, and may include email support, live chat, or personalized support. It is the Subscriber's responsibility to review and understand the support levels available in its subscription plan.
- **2.7 Professional Services:** Netzo offers Professional Services for consulting and customized development of internal computer applications. The availability of these services depends on the subscription plan, and the services provided are subject to the terms and conditions set forth at: <https://netzo.io/es/legal/professional-services-agreement>

3. Use and Restrictions of the Services

- **3.1 Legal Compliance and Proper Use of Services:** The Subscriber declares and warrants that its own use and that of its Users of our Services complies with all Applicable Laws, including copyright or trademark laws, export control laws, or other Applicable Laws in your jurisdiction. Additionally, the Subscriber is responsible for obtaining and maintaining all necessary licenses and authorizations for the use of Subscription Services.
- **3.2 User Management:** User management in your *Workspace* is carried out within the same *Workspace* of the Subscriber. The Subscriber is responsible for managing its Users and their respective access permissions to the Services. Access and use of the Services are limited to a specific number of Users according to the subscribed plan. The Subscriber must acknowledge and accept that a User's login credentials must not be shared or used by more than one (1) person in the *Workspace*.
- **3.3 Access Credentials:** It is the Subscriber's responsibility to ensure that its Users do not share their passwords with third parties. Furthermore, they must immediately notify us of any unauthorized access or use of a User account or password, as well as any suspicion of a security breach. Only the person to whom a User account has been granted in a *Workspace*, as provided by the Subscriber when granting access, has the right to use the Services with that User account.
- **3.4 Compliance between You and Netzo:** You are responsible for ensuring that Users comply with the provisions of this Agreement and all activities occurring under your *Workspace*, which Netzo may verify from time to time. Additionally, you shall ensure that your use of the Services complies with all applicable laws and regulations, as well as with any privacy notices, agreements, and other obligations you hold or enter into with Users.
- **3.5 Connection Requirements:** High-speed internet connection is required for the proper functioning of the Services.

- **3.6 Internal Tools Only:** Unless authorized by Netzo in an "Order Form" and/or another written document, the Subscriber may not use the Services to offer commercial services to third parties through a single *Workspace*. The Subscriber may not sublicense, sell, rent, transfer, or resell the Services to third parties unless expressly authorized by Netzo as defined above. Furthermore, the use of the API is subject to Netzo's restrictions and policies as set forth in the Documentation or communicated to the Subscriber in accordance with this Agreement.
- **3.7 Restrictions on Data Uploaded to the Platform:** The Subscriber agrees that under no circumstances will it use the Platform to upload, publish, host, or transmit any data that:
 - (a) Is illegal or promotes unlawful activities according to Applicable Law.
 - (b) Is obscene, indecent, or pornographic.
 - (c) Is defamatory or fraudulent.
 - (d) Is abusive, harassing, violent, or threatening, or otherwise objectionable.
 - (e) Is discriminatory or abusive towards any individual or group.
 - (f) Contains or installs active malicious software or security vulnerabilities, or uses our platform for the delivery of exploitation attacks (as part of a command and control system).
 - (g) Infringes upon any third party's proprietary rights, including patents, trademarks, trade secrets, copyrights, publicity rights, or other rights.
 - (h) Is deceptive, fraudulent, or falsely impersonates or misrepresents an affiliation with Netzo or any third party.
 - (i) Contains unsolicited messages or spam, or any request for personal information from any other user.
 - (j) Is Prohibited Data (any special or sensitive category of data listed in GDPR, Article 9) or any other Applicable Law, or constitutes high-risk activities (activities where the use or an error in the services and products could result in death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control).
 - (k) Any other that may cause harm or harm to others and/or go against local customs and practices.
- **3.8 Subscriber's Responsibilities and Obligations:** The Subscriber assumes responsibility for its conduct, content, and communications with others when using our Services. Additionally, you declare and warrant that you will use the Subscription Services in accordance with applicable policies and regulations, as well as complying with the following obligations:
 - (a) You undertake not to acquire, use, or access these Services for the purpose of creating a competitive product or service or for any other competitive purpose.
 - (b) You will use the Services exclusively under the terms set out in this Agreement and the Exclusive Terms detailed in the "Order Form."

- (c) You shall not sublicense, sell, encumber, transfer, reverse engineer, decompile, disassemble, or copy the services and licenses granted under this Agreement, whether by legal means or otherwise.
- (d) You will inform Netzo in the event that third parties make claims of infringement of rights by you or Netzo related to the use of the Services.
- (e) You shall defend and indemnify Netzo from any claims, losses, or damages arising from lawsuits filed by third parties in connection with the use of the Services in violation of the terms set out in this Agreement.
- (f) You will report any suspicious or irregular behavior that you identify.
- (g) You shall assume exclusive responsibility for the personal data of individuals contained in third-party applications integrated with Netzo.
- (h) You shall manage personal information of individuals, including its content and accuracy, in accordance with applicable laws and regulations.
- (i) Use Netzo services in accordance with our "fair use" policy available at the following link [Netzo Fair Use Policy](#).

The Subscriber declares and guarantees that it has made all necessary notifications, as well as having the rights, consents, and permissions required to use its Third-Party Data with Netzo Services and to grant Netzo the necessary rights to process such information, without infringing laws, third-party rights (including intellectual property, publicity, or privacy), or any applicable terms or privacy policies applicable to third-party services of the Subscriber.

- **3.9 Workspace Resources:** The Subscriber understands that the resources allocated to its *Workspace* under its subscription plan, as well as any extensions contracted (Additional Resources), may vary depending on the type of plan chosen. These resources may include limits on the number of permitted Users, monthly requests, data transfer capacity, database storage, and access to specific modules and features, among other aspects. It is important to note that these resources are reset at the beginning of each month (if they regulate the use of the Services), and it is not permitted to accumulate or transfer unused resources to subsequent months. In case the Subscriber does not fully utilize the contracted resources in its *Workspace*, no refunds or compensations will be made for unused resources. For detailed information about specific resources included in your plan, we recommend consulting the corresponding "Order Form," reviewing the provided documentation, or contacting us.
- **3.10 Subscriber's Data Rights and Usage:** The Subscriber hereby grants Netzo a worldwide, non-exclusive, royalty-free, limited, and free license to use, store, copy, transmit, and display, and allow its service providers to use, store, copy, transmit, and display Subscriber's Data, as necessary for Netzo to provide the Service. The Subscriber retains all rights, titles, and interests in Subscriber's Data, and Netzo does not acquire any rights to Subscriber's Data, except for the limited license expressly granted above.

4. Subscription Period, Renewal, Cancellation, and Termination

- **4.1 Subscription Period:** The Subscription Period begins on the Effective Date of this Agreement and will remain in force for the Subscription Term selected by the Subscriber (monthly or annually), as specified in the "Order Form" or any other document signed or agreed upon between the Parties. Additionally, it will automatically renew for successive periods according to the selected mode (monthly or annually).
- **4.2 Automatic Renewal:** Automatic renewal will occur unless expressly agreed otherwise in the Exclusive Terms of an "Order Form." Either Party has the right not to renew the Agreement, provided that notice of intention is given at least fifteen (15) days in advance of the expiration date of the current Subscription Period, by notifying Netzo from your *Workspace* or through written notice.
- **4.3 Cancellation:** The Subscriber may choose to cancel their subscription plan at the end of the current Subscription Period, with at least fifteen (15) days notice before its expiration. The cancellation notice must be sent to Netzo, either through your *Workspace* or in writing.
- **4.4 Termination for Other Reasons:** The Agreement may be terminated in the following cases:
 - (a) Termination of the legal personality of either Party or its declaration of suspension of payments, insolvency, bankruptcy, or other insolvency situations.
 - (b) At Netzo's discretion, if the Subscriber breaches its obligations or provides incorrect, untrue, or fraudulent data.
 - (c) Termination of the Service by Netzo due to the expiration, revocation, or expiration of its authorizations or for any other reason resulting in the cessation of Netzo's activity.
 - (d) Force majeure events.
- **4.5 Payment Upon Termination:** In the event of termination of the Agreement for any reason, the Subscriber shall pay Netzo the outstanding charges corresponding to its subscription plan.

5. Pricing, Billing, Payment, and Service Modification

- **5.1 Pricing:** The prices for our Subscription Plans and Additional Resources are available on our website or in the "Order Forms." If prices are not available on the website, the Subscriber may contact us for the relevant information.
- **5.2 Billing and Payment:** Unless expressly agreed otherwise in the Exclusive Terms of an "Order Form," all charges for the subscription plan must be paid in full to us or our Merchant of Record at the beginning of each Subscription Period. The Subscriber is responsible for providing valid and up-to-date payment information. If payment of the charges is not made within the specified period, we

reserve the right to suspend access to and use of the Services. Penalties or interest charges may be applied as allowed by law.

- **5.3 Upgrade to a Higher Subscription Plan:** The Subscriber has the option to upgrade to a higher-tier subscription plan during the Subscription Period. Additional charges associated with this upgrade will be billed based on the remaining time in the current Subscription Period. In subsequent Subscription Periods, charges will reflect the enhancements made to the subscription plan.
- **5.4 Downgrade to a Lower Subscription Plan:** During the current Subscription Period, the Subscriber cannot downgrade to a lower-tier subscription plan. However, you can request these changes for the next Subscription Period with at least fifteen (15) days notice. Please note that this may entail a reduction in functionality and resources in your *Workspace* for the next Subscription Period. Netzo is not responsible for such loss. If the Subscriber does not upgrade its subscription plan before the end of the current Subscription Period, the Services will automatically renew under this Agreement.
- **5.5 Additional Resources:** The Subscriber has the option to purchase Additional Resources, such as additional requests or additional users, to expand the capacity or functionality of their *Workspace*. The availability and quantity of these may be subject to restrictions according to the Subscriber's subscription plan. Additional charges associated with these resources will be billed based on the remaining time of the current Subscription Period or in full, as applicable, based on the use of the Services.
- **5.6 Payment Methods:** The Subscriber agrees that we or our Merchant of Record may request that you provide a Payment Method. We may accept major credit cards, certain debit cards, third-party payment processor accounts (e.g., PayPal), and/or other payment methods that we decide to make available to you based on your region and subscription plan. You are solely responsible for keeping your preferred payment method updated. If we are unable to collect any applicable fees due to this, we may pause, suspend, or cancel your paid subscription plan as stipulated in clause 5.2.
- **5.7 Discounts:** Any discounts applied to the Services are non-transferable and non-accumulative for subsequent Services. Granted discounts will apply exclusively to the corresponding Service.
- **5.8 Taxes:** No fee includes taxes or duties required by government authorities. The Subscriber is responsible for the payment of these taxes or obligations.
- **5.9 Price Changes:** Netzo reserves the right to change monthly fees with fifteen (15) days notice. Notice of fee changes will be published on the Netzo website and in writing. If the Subscriber does not cancel its subscription plan within fifteen (15) days of the notice, it will be deemed that the Subscriber has accepted the new prices.

6. Free Trials

- **6.1 Procedure:** If the Subscriber opts for a free trial period of any of the Services, we will make such Services available to them on a trial basis for free until the first of the following conditions is met:
 - (a) the end of the free trial period for which they registered to use the corresponding Service(s);
 - (b) the start date of any subscription to such Service that they purchase; or
 - (c) termination of the trial by us at our sole discretion.
- **6.2 Responsibilities:** It is the Subscriber's responsibility to review the applicable Documentation during the trial period to become familiar with the features and functions of the Services under the applicable Subscription Plans before making a purchase.
- **6.3 Notice of Trial End:** Any information, setup, and/or customization or other work carried out within the *Workspace* during the free trial will be permanently lost unless they purchase a subscription to the same service covered by the trial. It is the Subscriber's responsibility to take this into account, and we do not assume responsibility for any loss of data, information, setup, or customization resulting from the termination of their free trial.

7. Refunds

Payments are strictly non-refundable, and no refunds or credits will be granted for partial Subscription Periods, whether monthly or annually. This no-refund policy applies uniformly to all types of Subscription Plans offered by Netzo and in all situations, including but not limited to early termination of the subscription by the Subscriber or the expiration of the current Subscription Period. The lack of utilization of the Services during the Subscription Period does not exempt the Subscriber from the responsibility to fulfill the agreed-upon payments. Any exceptions to this policy must be formalized in writing and are subject to Netzo's approval.

8. Suspension of Services

- **8.1 Suspension for Specific Reasons:** In certain specific circumstances, Netzo reserves the right to temporarily suspend the provision of Services and access to the Platform without prior notice in the following cases:
 - (a) **Breach of Applicable Laws:** If the Subscriber or its Users flagrantly breach applicable laws, including but not limited to copyright laws, trademarks, export controls, or other Applicable Laws in their jurisdiction.
 - (b) **Resource Abuse or System Overload:** In case of excessive use or abuse of *Workspace* resources resulting in system overload or negatively affecting other users or the Platform's performance.

- (c) **Security Violation:** If any activity violating the Platform's security or threatening the integrity of user data or Netzo is detected.
- **8.2 Suspension for Non-Payment:** The Subscriber agrees to pay the fees for the Subscription Services as stated in the "Order Form" or in accordance with his subscription plan. If an invoice that has not been rejected by the Subscriber remains unpaid for more than five (5) calendar days, we reserve the right to suspend the provision of Subscription Services and access to the Platform until full payment of the outstanding amount.
- **8.3 Suspension due to Service Modification or Suspension:** Netzo reserves the right to modify or suspend the Service, temporarily or permanently, at any time and for any reason it deems fit, with or without prior notice.
- **8.4 Reactivation after Suspension:** In case of Service suspension, the Subscriber must comply with the conditions set by Netzo for reactivating the Services, which may include, among other things, payment of outstanding fees or rectification of the breaches that led to the suspension.

9. Termination of Services

- **9.1 Termination for Material Breach:** Netzo reserves the right to terminate an account or prevent the use of its Services in case of a material breach of any provisions of this Agreement by the Subscriber or its Users.
- **9.2 Termination at Netzo's Discretion:** At Netzo's discretion, if the Subscriber or its Users engage in activities considered inappropriate, illegal, or in violation of this Agreement in any way.
- **9.3 Termination for Security Violation:** If any activity violating the Services' security or threatening the integrity of User data or Netzo is detected.
- **9.4 Termination upon Cancellation:** Cancellation of the subscription plan for any reason automatically results in the termination of the Services and the Agreement.
- **9.5 Consequences of Agreement Termination:** In case of termination of the contract for any of the reasons mentioned above, the following provisions shall apply:
 - (a) Netzo shall not be obligated to pay any monetary compensation to the Subscriber.
 - (b) If the Subscriber terminates the Agreement for a reason not attributable to Netzo, the Subscriber shall compensate Netzo for the expenses incurred and pay the remaining subscription fees corresponding to the agreed-upon period or term.
 - (c) The Subscriber shall make payment of outstanding fees and charges within thirty (30) days from the date of termination of the Agreement. These provisions shall be governed by applicable

laws and regulations and shall not limit Netzo's legal rights to seek additional compensation for damages in case of Subscriber's breach of the Agreement.

Service termination may occur with or without prior notice, depending on the severity of the violation or breach. In case of termination, the Subscriber must cease using the Services immediately, and Netzo shall not be liable to the Subscriber or third parties for such termination.

10. Service Quality Commitments

At Netzo, our priority is to provide the highest quality services to our customers. Our quality commitments for our services are summarized as follows:

- **10.1 Commitment to Standards:** We commit to delivering our services diligently and professionally, using trained personnel and adequate resources to meet the highest quality standards. We will make all commercially reasonable efforts to keep the Services available twenty-four (24) hours a day, seven (7) days a week, with exceptions for planned downtime (of which prior notice will be provided through our website or to the account owner) and force majeure events. Additionally, we commit to meeting the support levels established in each subscription plan, as indicated in clause 2.6.
- **10.2 Maintenance of Services:** Our commitment is to maintain our services in optimal working condition, ensuring an adequate level of availability and performance.
- **10.3 Resolution of Errors and Failures:** We make commercially reasonable efforts to correct any errors, failures, or interruptions in the Services as soon as possible, thus minimizing downtime and inconvenience for the Subscriber.

11. Intellectual Property

- **11.1 Intellectual Property Rights Restrictions:** This Agreement does not grant any rights under patents, copyrights, trademarks, trade secrets, or other intellectual property rights of the Parties unless expressly specified. Furthermore, no rights are granted over information owned by the other Party, except for the limited right to review such information in connection with the proposed relationship between the Parties.
- **11.2 Cross-License of Trademarks:** The Parties mutually grant each other a non-exclusive, royalty-free, and indefinite-term cross-license for the use of their respective main trademarks for the sole purpose of informing third parties of the business relationship between them. Either Party may terminate this license with thirty (30) calendar days prior notice.
- **11.3 Prohibition of Reproduction and Exploitation:** Any form of reproduction, distribution, public communication, transformation, provision, and, in general, any act of public exploitation of Netzo

Technology and its contents is prohibited without the prior written consent of Netzo.

- **11.4 Intellectual and Industrial Property Rights:** All contents in Netzo Technology, including designs, texts, graphics, logos, icons, buttons, software, and more, are subject to intellectual and industrial property rights of Netzo or authorized third parties.
- **11.5 Protection of Works and Applicable Legislation:** The contents of Netzo Technology are protected by intellectual and industrial property laws. Any breach of these laws carries civil and criminal penalties.
- **11.6 Prohibition of Commercial Exploitation Acts:** Acts that allow users of the Services to commercially exploit any content of Netzo Technology without the prior written permission of Netzo are prohibited.
- **11.7 Feedback and Comments:** Any feedback, suggestions, ideas, comments, or other communications provided by the Subscriber or its Users become the confidential property of Netzo and may be used to improve future versions of the Services. Netzo has no obligation to compensate the Subscriber or Users for such feedback and has the right to use it at its discretion.

12. Confidentiality and Data Protection

- **12.1 Handling of Confidential Information:** Any information transferred by the Parties during the term of this Agreement shall be treated as confidential ("Confidential Information"). Both Parties acknowledge that they will have access to and knowledge of the Confidential Information of the other Party and undertake to treat it as their own Confidential Information, using it exclusively in connection with this contract without transferring its ownership.
- **12.2 Confidentiality Obligation:** The technical, commercial, and administrative information, including the prices offered by Netzo, whose disclosure could cause harm, must be kept secret and confidential. The use of Confidential Information for one's benefit or that of third parties is prohibited, and in case of breach, damages must be assumed.
- **12.3 Processing of Personal Data:** In the case of processing personal data of Users of an Organization (Subscriber), a separate Data Processing Agreement (DPA) shall be concluded, the clauses of which prevail in case of conflict on data protection matters.
- **12.4 Privacy Policy:** Netzo's Privacy Policy, available at <https://netzo.io/legal/privacy-policy>, provides information on the processing of personal data and is part of this Agreement.
- **12.5 Incident Notification:** In case of suspicion of loss, unauthorized access, or disclosure of Confidential Information, the affected Party must immediately notify the other Party.

- **12.6 Data Transfer to Non-GDPR Compliant Countries:** When data transfer to countries that do not comply with data protection measures imposed by European legislation (GDPR) is required, Netzo will establish the standard contractual clauses of the European Union, as stipulated in the data processing contract.
- **12.7 Compliance with Legal Requirements:** Each of the Parties is obligated to maintain and provide a privacy notice that complies with applicable laws and regulations, including obtaining explicit consent to collect, use, and transfer personal data, in accordance with the requirements established by the GDPR to inform data subjects of their rights.
- **12.8 Use of Personal Data in Netzo's Infrastructure:** The Subscriber acknowledges that personal data from third-party services integrated with Netzo may be used in Netzo's infrastructure, including its application programming interface (API), servers, and service providers, and that the collection and processing of such personal information is limited to what is necessary to create, maintain, and administer the users specified by the Subscriber, in compliance with the general terms and the current privacy policy.
- **12.9 Disclosure to Third Parties:** Netzo may disclose the main terms of this Agreement to potential sources of funding, partners, strategic partners, and advisors when necessary to fulfill the purposes of the Agreement and with the user's consent to transfer personal data to third parties or when necessary for strict contractual compliance.

13. Responsibilities and Indemnification Agreements

- **13.1 Termination without Indemnification:** Termination of the Agreement due to the passage of the agreed-upon term or in accordance with clause 9 shall not give rise to any right to indemnification for damages or any other compensation in favor of the Subscriber. The Subscriber acknowledges that this Agreement is formalized for the stipulated term, and any investment made by the Subscriber will be at its sole account and risk. The Subscriber also waives any other type of damages and indemnification under this Agreement.
- **13.2 Exemption from Commitments or External Promises:** Netzo shall not be bound by commitments or promises made by persons outside its company or by the Subscriber's mistaken expectations regarding Netzo's Services.
- **13.3 Indemnification by the Subscriber:** The Subscriber agrees to indemnify and hold Netzo, its directors, employees, suppliers, and agents, harmless from any claim, demand, loss, liability, damage, or expense (including reasonable legal fees) arising from:
 - (a) The Subscriber's breach of the Agreement;
 - (b) Improper or illegal use of the services by the Subscriber;

- (c) Any violation of third-party rights, including intellectual property rights, resulting from the content that the Subscriber publishes, transmits, or shares through the services;
 - (d) Any act or omission by the Subscriber causing harm or damage to third parties.
- **13.4 Limitation of Liability:** THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, AMONG OTHERS, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Warranties

- **14.1 Availability and Continuity:** While we strive to keep our Service available at all times, we cannot guarantee that it is free from interruptions or errors. Unforeseen circumstances or events beyond our control may affect the availability or continuity of the Service.
- **14.2 Usability:** We do not provide warranties regarding a User's ability to use the Service effectively or satisfactorily. User experience may vary based on individual needs and abilities.
- **14.3 User Satisfaction:** We cannot guarantee the complete satisfaction of each User with the Service. We make every effort to provide a high-quality service, but satisfaction is subjective and may depend on individual expectations and preferences.

15. Assignment

You may not assign this Agreement without the prior express written consent of Netzo. Netzo, on the other hand, may assign ownership of its business and Service to third parties and, as a result, may assign this Agreement without the need for Subscriber consent. Furthermore, Netzo may assign this Agreement to other companies within the same group to which Netzo belongs, without the need for Subscriber consent.

16. Notifications

- **16.1 Notifications to the Subscriber:** All notifications that Netzo must make to the Subscriber and its Users under this Agreement will be made in writing and sent to the email address provided by the Subscriber and its Users. The Subscriber is responsible for keeping the contact information provided to Netzo within its *Workspace* up to date. Notifications are considered received without the need for additional confirmation by the Subscriber.

- **16.2 Delivery and Effectiveness:** All notifications provided by either Party to the other shall be deemed made immediately upon delivery by email.

17. Applicable Law

Unless stated otherwise in the Exclusive Terms of an "Order Form" and/or any other document signed between the Parties, this Agreement, any "Order Form," and/or any contract or document signed between the Parties shall be governed by the current Spanish legislation, with the jurisdiction to resolve any controversy or conflict that may arise being the Courts and Tribunals of Madrid.

18. Other Provisions

- **18.1 Independence of Clauses:** Each clause and provision of this Agreement shall be deemed independent and separable from the others. If any provision of this Agreement is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.
- **18.2 Dispute Resolution:** The Parties shall at all times attempt to resolve any dispute related to this Agreement and/or any "Order Form" and/or any other contract or document signed between the Parties through out-of-court negotiations. However, in case of any dispute, any agreement between the Parties shall be governed and interpreted in accordance with Spanish law as stipulated in section 17. You agree to waive any other jurisdiction that may correspond to you in case of disputes.
- **18.3 Section Titles:** The section titles used in this document are for your convenience and are not legally binding.
- **18.4 Validity and Changes in Terms:** The Terms shall be valid during the term of the contractual relationship between the Parties. Any changes to them will be effective without the need for notification to the Subscriber. It is the Subscriber's responsibility to request and be aware of the current terms and conditions of our Services. The fact that one of the Parties does not demand that the other fulfill the obligations of this Agreement that it has breached does not constitute a waiver of the application of any current or future rights arising from this Agreement.
- **18.5 Validity of Clauses:** If any part of this Agreement is deemed invalid or unenforceable, that part of the Agreement will be interpreted to reflect the original intention of the Parties. The remaining clauses shall remain in full force and effect. The fact that Netzo does not exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and no waiver by either Party of any breach or default under this Agreement shall be deemed a waiver of any prior or subsequent right. You agree that the provisions of this Agreement that, by their nature, should survive termination, will also survive any termination thereof.

19. Contact Information

If you have any questions or concerns about these terms of use, you can contact us by writing to help@Netzo.io or by using the contact form available on the Website.

20. Definitions

When used in this Agreement and/or any "Order Form" and other binding documents between the Parties, the following terms shall have the following meanings that shall be interpreted consistently in both singular and plural, unless expressly stated otherwise in the context:

- **Merchant of Record:** refers to the legal entity authorized by us to sell our services and products. Our Merchant of Record can handle all payment processes and assume responsibilities for such transactions, including, among others, the collection of legally required VAT, ensuring compliance with payment card industry standards, and processing refunds and chargebacks.
- **Subscriber Data:** refers to any information, file, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects uploaded by the Subscriber through the Platform.
- **Documentation:** refers to all printed and online user manuals and other technical materials related to the Subscription Services and made available to the Subscriber by Netzo, along with all respective updates.
- **Order Form:** refers to the currently under consideration document, named "Order Form," which sets out the Exclusive Terms, fees, terms, and other relevant information agreed upon by the involved Parties. This document formalizes the agreement and constitutes the legal and contractual basis governing the relationship between the Parties, detailing specific aspects related to the contracted Services, as well as the involved obligations and rights. The "Order Form" Agreement ensures a clear and mutual understanding, providing a precise framework for the provision of the Services and establishing the necessary guidelines for compliance by the Parties.
- **Applicable Law or Legislation:** refers to all local, state, federal, and international laws, regulations, and conventions that are applicable under this Agreement, including but not limited to those related to privacy and data transfer, international communications, and the export of technical and personal data. This may include, among others, laws such as the General Data Protection Regulation (hereinafter "GDPR") and Law 34/2002, of July 11, on information society services and electronic commerce, as well as any other relevant legislation in the matter.
- **Party or Parties:** refers to Netzo and/or the Subscriber, as applicable.
- **Subscription Period (or Term):** refers to the period of time during which the Subscriber and its Users have access to Netzo's Services. This period establishes the duration of the contractual

relationship between You and Netzo and may vary in length (e.g., monthly or annually). During this period, the rights and responsibilities of both Parties are defined, including how renewals and subscription plan cancellations will be managed.

- **Platform:** refers to the system, software, or technological environment developed by Netzo with the purpose of streamlining and facilitating the creation of computer tools. This platform provides a set of tools, resources, and services specifically designed to help Users of Subscribers develop customized computer tools efficiently and effectively.
- **Services:** refers to the set of services offered and/or provided by Netzo.
- **Professional Services:** refers to the customized services that Netzo provides to the Subscriber, which may include custom development, consulting, system integration, and other services related to the Platform. These services are provided by trained professionals from Netzo to meet the specific needs of the Subscriber.
- **Netzo Technology:** refers to the Platform, Website, Documentation, and any other related proprietary technology of Netzo, including, among others, any software, processes, scripts, libraries, modules, algorithms, user interfaces, know-how, technologies, designs, and/or any other tangible or intangible technical material that Netzo makes available to the Subscriber during the provision of the Service(s), along with all associated intellectual property rights.
- **Supplementary Terms:** refers to additional terms and conditions or special provisions added to the Agreement to clarify or detail specific aspects, such as new functionality.
- **Exclusive Terms:** refers to the specific conditions of the Subscriber detailed in the "Order Form." These Exclusive Terms are specific and applicable only to the respective Subscriber.
- **User:** refers to any individual authorized by the Subscriber to use the Platform and who possesses valid credentials and authorized access to the Platform and Netzo Technology. Users are individuals designated by the Subscriber who have specific permissions and rights to use the Platform in accordance with established policies and procedures.
- **Workspace:** refers to the individual spaces containing the resources of the Subscriber and its Users within the Platform. Workspaces enable access, control, and collaboration in Netzo.