

Website Terms of Use

Last Updated 16.09.2023

Welcome to our Website available in <https://www.netzo.io> (hereinafter referred to as the "Website"). These terms of use apply exclusively to the Website and do not govern our Services and/or products marketed on subdomains of the Website (e.g., <https://www.app.netzo.io>) or other related platforms. For the terms and conditions of use for our Services and/or products, please refer to the terms and conditions of use for the respective Services and/or products at the following link: <https://www.netzo.io/legal/main-services-agreement>.

To obtain a PDF version of these Terms of Use, click [here](#).

1. Use of the Website

- **1.1. Acceptable Use:** You agree to use this Website ethically and legally. It is not permitted to use this Website for illegal, fraudulent, or rights-infringing activities.
- **1.2. Registration:** Some sections of this Website may require you to be registered with our Services and have a user account subject to the terms and conditions available at <https://www.netzo.io/es/legal/main-services-agreement>.

2. Intellectual Property

- **2.1. Intellectual Property Rights:** All content, including text, graphics, photographs, trademarks, logos (exceptions see section 3), icons, user interfaces, sounds, music, videos, artwork, software, and source code (collectively, the "Content") present on the Websites is either our property or is licensed for our use. Such Content is protected by copyright, trademarks, commercial design, and various other laws governing intellectual property and unfair competition.
- **2.2. Usage Restrictions:** Except with our express written permission or as allowed by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, create derivative works, republish, or transmit the Websites or the Content (in whole or in part) in any manner or through any medium for purposes of distribution, publication, or any commercial purpose.
- **2.3. Personal and Non-Commercial Use:** You may display, copy, and download the Content from the Websites solely for your personal and non-commercial use, provided that:
 - (a) you do not remove any copyright or proprietary notices from the Content;

- (b) such Content is not copied or posted on any networked computer or published in any media; and
- (c) no modifications are made to such Content.

3. Logo Property and Mentions of Third Parties

- **3.1. Use of Third-Party Logos:** On our Website, we may use logos and trademarks of third parties as part of integrating their services. All property rights to these logos and trademarks belong to their respective owners. Their use on our Website does not imply in any way that we endorse, are affiliated with, or are associated with these companies. Third-party logos and trademarks are used solely for informational and identification purposes.
- **3.2. Mentions of Third Parties:** On our Website, we may mention third parties, such as service providers or collaborators, in the context of our activities and services. These mentions are made for informational and reference purposes only and do not imply an association or affiliation with such third parties, unless expressly specified.
- **3.3. Respect for Third-Party Rights:** We recognize and respect the intellectual property rights of third parties, including their logos, trademarks, and trade names. If you believe that there has been inappropriate use of your logo, trademark, or trade name on our Website, we encourage you to contact us immediately to address any concerns.

4. Privacy Policy

The collection and use of personal information are governed by our Privacy Policy available at <https://netzo.io/legal/privacy-policy>. By using this Website, you agree to the practices described in that policy.

5. Changes to Terms of Use

Netzo reserves the right to modify these terms of use at any time. The modifications will become effective upon being published on this Website. We recommend reviewing these terms periodically to stay informed about any changes.

6. Termination

We reserve the right to suspend or terminate your access to this Website at any time and for any reason, without prior notice.

7. Limitation of Liability

- **7.1. Use at Your Own Risk:** You expressly agree that the use of Netzo's Website is at your own risk. All information, services, and content provided on our Website are provided "as is" and as available.
- **7.2. No Express Warranties:** Netzo, its affiliates, and their respective employees, agents, third-party content providers, third-party service providers, or licensors make no express warranties of any kind regarding our Website. This includes, but is not limited to:
 - (a) **Interruptions or Errors:** We do not warrant that the use of Netzo's Website will be uninterrupted or error-free.
 - (b) **Results:** We do not warrant specific results that may be obtained from using our Website.
 - (c) **Accuracy and Reliability:** We do not warrant the accuracy or reliability of any information, service, or product provided through our Website.
- **7.3. Implied Warranties:** Our Website are provided "as is" without warranties of any kind, whether express or implied, including, but not limited to, warranties of title, merchantability, or fitness for a particular purpose. However, these implied warranties may be provided by applicable law and cannot be excluded, restricted, or modified.
- **7.4. Limitation of Liability:** To the maximum extent permitted by applicable law, in no event will Netzo or its future parent companies or affiliates be liable to you for:
 - (a) **Personal Injury:** Any personal injury suffered as a result of using our Website.
 - (b) **Property Damage:** Any property damage that may arise from using our Website.
 - (c) **Loss of Profits:** Loss of profits or income as a result of using our Website.
- **7.5. Exclusion of Liability:** Netzo will not be liable for any kind of direct or indirect loss, damage, or harm, whether arising from breach of contract, tort, negligence, or any other cause of action, even if we have been advised of the possibility of such damages.

For cases where applicable law does not allow the exclusion or limitation of certain warranties or liabilities, our limitations will apply to the maximum extent permitted by law.

8. Indemnification

You agree to defend, indemnify, and hold Netzo, its affiliates, and their respective directors and employees harmless from any claims and expenses, including attorney's fees, arising from your use of the Websites. Netzo reserves the right to assume the exclusive defense of any claim for which we are

entitled to indemnification under this section. In such a case, you will provide Netzo with the cooperation reasonably requested by Netzo.

9. Applicable Law and Jurisdiction

These terms of use are governed by the current Spanish law, with the jurisdiction to resolve any dispute or conflict that may arise in the Courts and Tribunals of Madrid.

10. Governing Language

These terms of use are governed by the Spanish language. We may provide one or more translations on our Website's legal center for your convenience; however, the Spanish version will prevail in case of conflict or discrepancy between this version and any other language version of these terms of use.

11. 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.