

## LEGAL NOTICE

### 1. Introduction

**TELEFÓNICA FACTORING ESPAÑA S.A.** (hereinafter, TELEFÓNICA FACTORING), holding Tax Identification Number (CIF) A28016798, with registered offices for these purposes at Calle de Zurbano, 76, planta 8, 28010 Madrid, is the titleholder of the Web Portal or Website <https://www.telefonicafactoring.com/es/>.

TELEFÓNICA FACTORING is registered with the Madrid Commercial Register, Volume 649, General 234 of Section 3 of the Companies' Book, Sheet 136, Page 1870 Tax Identification Number (CIF) A-28016798

TELEFÓNICA FACTORING informs of the General Terms and Conditions regulating access to, browsing and use of the Web Portal.

TELEFÓNICA FACTORING may, at any time and without prior notice, amend the General Terms and Conditions of Use and, as the case may be, any Specific Terms and Conditions that may be established. Before browsing the Website, a careful reading of the present "Legal Notice" is recommended.

### 2. Type of information published in the Web Portal or Website

The information offered herein is for illustrative purposes only, and does not create any rights or expectations, and TELEFÓNICA FACTORING shall not be liable for any content that may be accessed through links to or documents in other websites.

TELEFÓNICA FACTORING endeavours to ensure the accuracy of this information, and proceeds to update it as quickly as possible, to avoid errors and to correct them as soon as they are detected. However, TELEFÓNICA FACTORING cannot guarantee the absence of errors, nor that the information is up-to-date at all times.

The information contained in the Web Portal may be modified and updated by TELEFÓNICA FACTORING, without prior notice, both as regards its content and its design and presentation.

As a general rule, the information available in the Portal must be understood as a guideline, but has no legal validity.

### 3. General terms and conditions of use of the Portal

Access to and browsing through TELEFÓNICA FACTORING's Web Portal and/or use of the services included therein makes you a User, without any reservation of any kind, and determines the application of each and every one of the General Terms and Conditions of Use and the Specific Conditions that, as the case may be, govern the provision of the services set forth in the Web Portal or Website, without prejudice to the User's obligation to attend to and comply with the terms and conditions established and provided in any websites accessed through links or hyperlinks from <https://www.telefonicafactoring.com/es/>, for which TELEFÓNICA FACTORING shall not be liable.

In any event, the User undertakes to use the content and services offered by TELEFÓNICA FACTORING through the Web Portal suitably; as a result, for illustrative purposes only, but without limitation, the User undertakes:

(i) Not to incur in unlawful or illegal activities, or those that are contrary to good faith and to public policy.

(ii) Not to enter, store or disseminate, in or from the Portal, any information or material that is explicitly or implicitly defamatory, libellous, obscene, threatening, xenophobic, supports terrorism, or is pornographic, libellous or incites violence or discrimination as a result of race, sex, ideology or religion or in any manner violates morality, public policy, fundamental rights, public liberties, especially honour, privacy or the image of others and, generally, against human rights.

(iii) Not to use false identities, nor impersonate others in the use of the Portal or in the use of any of the services provided, including, if applicable, the use of passwords belonging to 3rd parties in any other way.

Therefore, the User may not attempt to access and, where applicable, use the passwords of other users or modify or manipulate their messages.

(iv) Not to enter, store or disseminate by means of the Portal any computer program, data, virus, code, hardware or telecommunications equipment or any other electronic or physical instrument or device capable of causing damage to the Portal, to any of the services, or to any of the equipment, systems or networks of TELEFÓNICA FACTORING, or generally belonging to any third party, or which is otherwise able to cause them any kind of alteration or prevent the normal operation thereof.

(v) Not to destroy, alter, use, disable or damage the data, information, programs or e-documents belonging TELEFÓNICA FACTORING or any third parties.

(vi) Not to enter, store or disseminate through the Portal any content infringing third-party intellectual or industrial property rights or trade secrets, nor generally any content for which it should not hold the right to make it available to a third party in accordance with the law.

(vii) Not to use the services offered in the Portal for the purpose of promoting third-party companies and services or other websites or to undertake advertising or commercial campaigns, nor to act for the benefit of any legal entity.

In the event of breach of the above conditions, TELEFÓNICA FACTORING reserves the right and shall be entitled to block, suspend or cancel, immediately and without prior notice, access to and use of the Portal and, where applicable, withdraw the allegedly or declaredly illegal content, both at its own exclusive discretion and at the request of the affected third-party or the competent authority.

## **4. Liability.**

TELEFÓNICA FACTORING shall not be liable for any damages resulting from, for illustrative purposes only and not limited to:

(i) Inferences, omissions, interruptions, computer viruses, breakdown and/or outage in the operation of the IT system or the Users' IT equipment, for causes external to TELEFÓNICA FACTORING, which prevent or delay the provision of the services or browsing through the System.

(ii) Delays or obstructions in its use caused by deficiencies or overloads of the Internet or other electronic systems.

(iii) Unlawful interference caused by third parties beyond TELEFÓNICA FACTORING's control.

(iv) The impossibility of providing the service or allowing access for reasons not attributable to TELEFÓNICA FACTORING, due to the User, third parties or events of force majeure.

## **5. Intellectual and industrial property.**

All elements of the Portal (including, but not limited to, source code, databases, designs, images, photographs, drawings, charts, animations, applications, search engines, webpages, logos, trademarks and trade names) are the property of TELEFÓNICA FACTORING or have been transferred thereto (unless otherwise expressly indicated). Therefore, all authorial rights and exploitation rights, in the full extension thereof and in all forms, are protected by domestic and international intellectual and industrial property regulations, and the infringement thereof is an unlawful and criminal activity.

In particular, but without limitation of the user's obligations expressed in the preceding section, reproduction, transformation, distribution, broadcast and generally any other form of exploitation, by any procedure, of all or part of the content of this portal, and of its design, selection methods or presentation of the resources and materials included therein is hereby

expressly prohibited.

Publication thereof in other websites or other digital or written media requires the express written consent of the titleholder of the Website and, in any case, must make express reference to TELEFÓNICA FACTORING's title to the aforementioned intellectual property rights.

## **6. Restricted access.**

Access to certain sections of this Website is protected by username and password (which the user must set upon completing the registration form), which shall be the user's credentials. The user hereby assumes the following obligations in respect thereof:

- Access credentials are personal and non-transferable; they identify the user in the Website, and the user shall be responsible for keeping them secret. Therefore, the user shall be liable for all actions undertaken with his/her access credentials.
- The user shall communicate to TELEFÓNICA FACTORING any unauthorised use of his/her credentials or any other security incident as soon as it becomes aware of it.

## **7. Applicable law and jurisdiction**

The terms and conditions governing this website and all relations that may arise herefrom are safeguarded by Spanish law.

Any controversy that may arise from the access to or use of this website shall be subject to the jurisdiction of the courts of Madrid.