

## END USER LICENSE AGREEMENT

CLOUD WORLDWIDE SERVICES S.L. (CWS in advance) is a company with registered office in Pozuelo de Alarcón, Madrid, in Joaquin Turina Street, 2 - 1º, office 1-3 - 28224, constituted by virtue of public deed and registered in the Mercantile Registry of Madrid Volume 30018, folio 123, section 1, sheet M-540265, registration on CWS.

The present conditions of use establish the terms and conditions of the end user license on the service eComFax and regulate the relations arising between CWS and those third parties (You) who hire service eComFax.

**WARNING: READ WITH ATTENTION THIS CONTRACT (hereinafter, the "Agreement") BEFORE ACCESSING TO THE APPLICATION AND USING THE SERVICE. IF YOU, THE CUSTOMER, ACCESS TO THE APPLICATION AND USE THE SERVICE IN THE MANNER INDICATED IN THIS AGREEMENT, EXPRESSLY KNOW AND AGREE ENTIRELY ITS TERMS THAT WILL BE FULLY APPLY TO YOUR RELATIONSHIP WITH CWS. IF THESE CONTRACT TERMS ARE NOT ACCEPTABLE TO YOU, TOTAL OR PARTIAL, DO NOT ACCESS TO THE APPLICATION OR USE THE SERVICE.**

In accordance with the Data Protection Law (Regulation (UE) 2016/679 (GDPR) and Ley Orgánica 3/2018 (LOPDGDD), basically), the data provided by -as customer- you will be processed by CWS, as the Controller. You can exercise the rights of access, rectification, cancellation, opposition and portability in the direction indicated in the header.

CWS reserves the right to modify or replace these terms of use as a result of the existence of new economic and/or commercial and legislative circumstances that need it unilaterally. In the event of a change of the same, will be needed a new acceptance of THE CUSTOMER.

THE CUSTOMER is responsible that the data provided in the registration process, are truthful and accurate, pledging to give notice to CWS as soon as possible all those changes relating to the same.

PARTIES expose that:

I.- CWS is a company dedicated among other activities to provide solutions for the electronic distribution of documents. For this purpose it has the platform eComFax. For this purpose, it has the eComFax platform for which the technical and organizational safety measures adapted to the treatments have been adopted.

II.- CUSTOMER guarantees that content of faxes is in accordance with the applicable legislation on Data Protection (RGPD and LOPDGDD) and the Law 34/2002, of July 11, of services of the society of the information and the electronic commerce (LSSICE).

III.- PARTIES comply with the rules on data protection and the LSSICE, both CWS - responsible for treatment - and THE CUSTOMER - responsible of the document (fax).

CLAUSES.

FIRST. -OBJECT.

1.1. This contract is intended to regulate the provision and use of the service of sending and receiving faxes, hereinafter eComFax, developed by CWS, and determine the conditions in which will provide the service.

By acceptance of this Agreement in the manner indicated in the preceding paragraph, CWS provides the customer the following services:

Services of direct web access to the eComFax computing platform in the SAAS mode ("Software as Service"), located on a server hired by CWS through which are put at the disposal of the customer the service of sending and receiving faxes. This on-line service is contracted by the Customer together with the acceptance of these terms and conditions, by entering the necessary data into the form of recruitment of the same. These data are used in the eComFax platform in order to perform the authentication of the same.

Access service to the sending and receiving faxes service by email. The customer will choose an email account which will be previously introduced at the time of recruitment and that will associate with a fax number that he can also choose. This email account associated with a fax number, is from which he will be able to send and receive faxes, this is the contracted Service.

1.2. CUSTOMER will use the platform for sending and receiving Faxes, made available by CWS. CUSTOMER is responsible for the content of faxes, the time slot in which they are sent and the compliance of the applicable regulations as determined through this agreement.

SECOND.-SENDING/RECEIVING PLATFORM

2.1. CUSTOMER may access eComFax 24 hours a day and 365 days of the year except for maintenance or cases of force majeure, while hours of access to the system will depend on the connection procedure. Maintenance service will take place in such a way that minimize the impact on the service provided and will be deemed as planned unavailability. CWS cannot guarantee that the service availability is continuous and uninterrupted during the period of validity of the contract, due to the possibility of problems on the network of the mobile operators, damage to the servers of the operators and other possible unforeseeable contingencies. Also sharing the FAX SMS platform with other clients, can produce technical problems attributable to third parties of which CWS is not responsible for.

CUSTOMER agrees to within reasonable limits, risks and imperfections or unavailability of the platform.

Used programs are technically complex and, therefore, CUSTOMER expressly disclaims any liability claim, contractual or non-contractual, damages to CWS, both by not sending the fax, covered in earlier cases, as in relation to its configuration.

2.2. The interruption of the service, as well as the connection to the server center, may not be subject of claim to CWS when these disruptions arising from a case of force majeure or reasons for technical maintenance operations.

- Shall be considered cases of force majeure or interruptions of service consistent with a war, earthquake, fall of aircraft or plane, fire, strike unrelated to both parties, degradation of the medium or means of telecommunication used, energy restrictions, restrictions on Government measures, laws or regulations, in general, any fact or circumstance beyond the control of the parties that prevents the normal provision of the service.

- Shall be considered cause of technical maintenance all the operations carried out by CWS to your computer system or server center of multicast, designed to repair a fault or to improve or upgrade the computer system.

If service is interrupted for the reasons previously referred for a period exceeding fifteen days, each of the parties shall be entitled to terminate the contract through authentic communication, without that therefore incurs any liability.

### THIRD.-OBLIGATIONS OF THE PARTIES

#### 3.1 DUTIES OF CWS

3.1.1. CWS. Through eComFax, is committed according to THE CUSTOMER's, to get the fax of the CUSTOMER (as well as receive them), except in the event of interruption of the service, occupation of the line or breakdown in the system of the addressee.

3.1.2 CWS through eComFax is committed to respect the shipping instructions provided by THE CUSTOMER and to comply with them, within the prescribed period. CWS may not modify the content and the form of the transmission message.

3.1.3 CWS is not responsible in any way for the contents of the faxes that are sent on the basis of this contract and the breach by THE CUSTOMER, of the obligations laid down in articles 20 and 22 of the LSSICE. As well as articles 19 and 21 in the case that the file used was property of THE CUSTOMER or a third party which has signed a contract.

3.1.4. The eComFax platform does not store any files or fax delivered to its addressee, in the case of shipments, or once sent to the mailbox of THE CUSTOMER in the case of receiving faxes. Yet in the time of traffic exchange of messages until they reach their destination, CWS guarantees that it has adopted the technical and organizational measures to guarantee the security of the data and avoid their alteration, loss, treatment or unauthorized access, in accordance with the provisions of the applicable data protection regulations above mentioned.

#### 3.2. CUSTOMER OBLIGATIONS

3.2.1. THE CUSTOMER guarantees in the event that the document used in shipping, containing personal data, these have been provided by the interested parties or obtained with their consent and that they meet the requirements for use in campaigns in accordance with the provisions of GDPR – LOPDGDD and LSSICE. Also, the CUSTOMER exempts to CWS from any liability or penalty that may be caused by such breach. CUSTOMER says that he takes a correct management of the rights of access, rectification, cancellation, opposition and portability when THE CUSTOMER is the owner of the file.

3.2.2. CUSTOMER undertakes to use the SERVICE in accordance with the law, morality, good customs generally accepted and public order, as well as to refrain from using the SERVICE with

purposes or effects that are illicit, forbidden in the present General Conditions, harmful to the rights and interests of third parties, or that in any way may damage, disable, overburden or impair the Services, computer equipment from other CUSTOMERS or from other users of the Internet (hardware and software) as well as documents, files and all types of content stored on their computers (hacking), or prevent the normal use or enjoyment of such Services, computer equipment and documents, files and contents by other CUSTOMERS and other users.

3.2.3. CUSTOMER assumes any responsibility in this regard claim from third parties target, expressly exempting CWS case of penalty or claim for this cause.

3.2.4 In addition CUSTOMER undertakes that all commercial communications made with the eComFax platform, begin with the word "ADVERTISING" or "PUBLI" as determined in the LSSICE. Similarly, THE CUSTOMER undertakes to incorporate in a visible place of all and each of the sent messages, the mention about the form and place for unsubscribe in the reception of the messages, as stated in such law.

3.2.5. The breach by THE CUSTOMER of any of the obligations referred in this clause, fully exempt CWS from any liability, damage or penalty that might occur as a result of such failure, assuming THE CUSTOMER expressly the same.

#### FOURTH: DUTY OF CONFIDENTIALITY.

4.1 CWS undertakes to keep secret all the content and features of the faxes of the CUSTOMER as well as the result of the same if it had knowledge of such information for CUSTOMER communication.

4.2 CWS also undertakes not to provide to third parties any information derived from records made available by THE CUSTOMER, whether direct or indirect, free or not, requiring the same level of confidentiality to people in their organizations.

#### FIFTH.-RETURN OR DESTRUCTION OF DOCUMENTS

5.1. The document used for the shipment of commercial communications fax is owned by THE CUSTOMER. CWS will not store any Fax and its content will be automatically destroyed once it has been sent or delivered.

#### SIXTH.-INTELLECTUAL PROPERTY.

6.1 CWS recognizes that THE CUSTOMER is the unique and legitimate owner of the data contained in the fax provided to the only effect of the execution of the Service contracted, not transferred in any case the ownership of them.

#### SEVENTH.-AUDIT.

7.1 CWS recognizes the right of THE CUSTOMER to examine at their premises, either through own and/or external auditors, the documentation enabling him to verify the compliance of the obligations set out in this agreement.