### **LEGAL WARNINGS**

In compliance with Law 34/2002 of Services of the Association for the Electronic Information and Commerce of Spain hereby inform you that this web page is the property of JumpingClash S.L, hereinafter JumpingClash, with domicile in Paseo de la Habana, 169 - 28036 (Madrid), with Tax Identification Number B-86491099 and registered in the Mercantile Registry of Madrid with the following information: Mercantile Registry of Madrid, Book 30,007, Page M-540065, Record No. 1. For any inquiry or proposal, please contact us at E-mail: <a href="mailto:info@jumpingclash.com">info@jumpingclash.com</a>, or telephone 91/353 33 93.

This web page is governed by the exclusive regulation applicable in Spain, whereas both national as well as foreign users that use this Web are subjected to it.

The access to our web page by the USER is free of charge and is conditioned to the prior comprehensive reading and acceptance without reservations of the present USE GENERAL CONDITIONS in force at the moment of access, which we request you read carefully. THE USER at the moment he uses our portal, its contents or services, accepts, and is expressly subjected to the general use conditions thereof.

If the user did not agree with the present use conditions, the user must abstain from using and operating this portal. We can modify the presentation and configuration of our Web at any time, increase or decrease the number of services, and also eliminate the network as well as the services and contents offered, all of the foregoing unilaterally and without prior warning.

## A. INTELLECTUAL PROPERTY

All the contents, texts, images and source codes are the property of JumpingClash S.L. or third parties to which their operation rights have been acquired and are protected by the Intellectual and Industrial Property rights.

The user has only the right of the private use thereof, non-profit making, and needs express authorization of JumpingClash S.L. and/or the holder of the rights to modify, reproduce, exploit, distribute them or any right belonging to its holder. The establishment of links to our portal does not grant any right thereof, and it exclusively authorizes to allow the access to our web, whereas the total or partial reproduction of the images and contents of our portal is exclusively authorized. Furthermore, the simple fact to establish a link in our web page does not give the right to grant the

category of collaborator or partner of JumpingClash S.L. The total or partial imitation of our portal is absolutely prohibited.

### **B. ACCESS CONDITIONS**

The access to our web page is free of charge and it does not require prior subscription or registration. Nevertheless, JumpingClash S.L. reserves the right to offer services that require the prior registration of the user. In every case, the services will remain duly identified in the Web, with easy indications for its record. The user must access our web page in accordance to good faith, public order regulations, and the present Use General Conditions. The access to our web site is performed under the own and exclusive responsibility of the user who will respond in every case to the damages it may cause to third parties or ourselves.

The user has expressly prohibited the use and procurement of services and contents offered in the present web page for different procedures to those stipulated in the present use conditions and where appropriate in the specific conditions that govern the acquisition of specific services. Considering the inability to control related to information, contents and services that contain other websites which may be accessed through the link that our web page makes available to you, we hereby communicate that JumpingClash S.L., is exempt from any reponsibility for every type of damages that may be derived from the use of these web pages unconnected to our company by the user. JumpingClash S.L. reserves the right to exercise the timely legal actions against the USER that infringe the present general use conditions, whereas the USER accept that the non-initiation of these actions do not constitute a formal waiver thereof, remaining in force until the prescription period of the penalties.

#### C. PROTECTION OF PERSONAL DATA

The confidentiality, professional secret and security are main values of JumpingClash S.L. which assumes the commitment to guarantee the privacy of the user or visitor at all times, and in all the interactions with said company. JumpingClash S.L. also assumes the commitment not to collect the unnecessary information on the user. Furthermore, we undertake to process with extreme diligence the personal information the User may provide through our web.

In accordance with Organic Law 15/1999 of Personal Data Protection (LOPD for its Spanish acronym), and Royal Decree 1720/2007 of development of Personal Data Protection, we hereby inform you that the use of specific services in our webpage requires you to provide us with personal data through the registration forms or through

the remittance of electronic mail messages, and that these will be object of the processing and incorporated to the files of JumpingClash S.L., holder and reponsible thereof. The referred remittance of personal data constitutes the express consent to the processing thereof, whether revocable and without retroactive effects. We also inform you that in order to safeguard the security of personal data, the technical and organizational security measurements of the files that contain personal data required in Royal Decree 1720/2007 that regulates the security measurements regulation of the files that contain personal data.

# Use of personal data

The data we request is appropriate, pertinent and strictly necessary for the aim for which it is collected, and under no circumstances you are bound to facilitate this data to us. Furthermore, we hereby certify that all the information provided to us is certain, true and pertinent for the aim for which we have requested it. Our web page collects your personal data through the acceptance of several forms, and through electronic mail where we can request any type of information, clarification or doubt.

The remittance thereof implies its authorization to incorporate them to our corresponding files, if JumpingClash S.L. deems it convenient, and these are regulated by the present privacy policies. Your data is incorporated into our data processing files. Furthermore, in order to participate in the competitions and promotions presented in this web, minors under 14 years of age must previously obtain the permit from their parents, tutors, or legal representatives. For this reason they must attach the complete name, e-mail, and Document Identification Number thereof, for the purposes that we can request their authorization for the processing of data necessary to manage the participation in the competition. The full responsibility in the determination of specific contents and services which are accessed by minors correspond to the adults in whose care they are. The COMPANY reserves the right to decide the incorporation or not of their personal data to their files.

### **Acceptance of Curriculum Vitaes**

In case we receive your curriculum vitae, in virtue of the Personal Data Protection Law, we hereby inform you that your personal data is incorporated into our files with the aim to have your curriculum available to carry out the personnel selection processes if your professional profile adapts to our needs. As long as you do not expressly cancel your personal data of our files, we understand you continue to be interested to be a part of them for future selection processes. With the aim to maintain our personal data files

up to date, we please request you communicate any change or modification that is generated therein.

### Access, rectification, cancellation and opposition rights of your personal data.

You can exercise your access, rectificatoin, cancellation and opposition rights foreseen in the law through a written signed document addressed to JumpingClash S.L., in the domicile Paseo de la Habana, 169 – 28036 (Madrid) or through an electronic mail to the following address: info@jumpingclash.com

### **Data communication**

JumpingClash S.L. hereby informs you that your data is confidentially processed and that it is used exclusively internally and for the purposes indicated. We therefore neither assign nor communicate your information to any third party, except in the cases legally foreseen, or those the USER expressly authorizes to us.

## Security of your personal data

With the objective to safeguard the security of your personal data, we hereby inform you that JumpingClash S.L. has adopted the technical and organizational measures necessary to guarantee the security, alteration, loss, data processings or non-authorized accesses of personal data supplied, such as required by Royal Decree 1720/2007 that regulates the security measures of the files that contain personal data.

## **Update of your information**

In order to maintain your personal data updated, it is important that you always report to have received any modification in them, otherwise, we are not accountable for the reliability thereof. We consider that if you do not specifically cancel your personal data from your files, and if you are still interested to continue to be incorporated into this data until JumpingClash S.L. deems it timely, and while it is appropriate for the aim for which they were obtained.

JumpingClash S.L. is not reponsible of the privacy policy related to personal data that it could provide to third parties through the links available in our web page. JumpingClash S.L. can modify the present privacy policies to adapt them to the modifications it may cause in our web, as well as the legislative amendments or rulings on person data that gradually disappear, for which reason it requires its reading, each time it provides your data through the Web.

For any issue related to Personal Data Protection Policy you may contact us in the information listed above.

### D. RESPONSIBILITIES

When we make available this webpage to the user, we want to offer a whole series of quality contents and services by using the maximum diligence in their provision as well as in the technological mediums used. Nevertheless, we do not take responsibility for the technology mediums used. Nevertheless, we will not take resopnsibility for the presence of virus and other elements that in a certain manner may damage the IT system of the user.

The USER is prohibited any type of action that causes an excessive overload of operation to our IT systems, as well as the introduction of virus, installation of robots or software that alters the normal operation of our web, which utlimately can cause damages to our IT systems. The user assumes all the responsibility derived from the use of our web page, while it is the sole party responsible of every direct or indirect effect derived from the web page, including but not limited to every adverse financial, technical, and or legal result as well as the defrauding of the expectations generated by our portal, whereas the user undertakes to hold JumpingClash S.L. harmless for any claims directly or indirectly derived from said events.

JumpingClash S.L. is indemnified and hold harmless for any claim related to intellectual property rights of the articles and images published in its portal, as well as, it does not guarantee the accuracy, veracity, and validity of the contents of this web page, whether from proprietary, third parties, or linkable to other websites, whereas it remains totally indemnified and hold harmless for any claim derived from their use. JumpingClash S.L. is indemnified and hold harmless of any liability derived from the use thereof, JumpingClash S.L. is indemnified and hold harmless of any liability derived from any claim, including the payment of attorney's fees for which the complaints and claims originated from third parties for the breach by the USER of our use conditions, access and privacy policy or any other claim for the breach of the legislation in force.

THE USER recognizes it has understood all the information related to the use conditions of our portal, and recognizes that they are sufficient for the exclusion of error in them, therefore, the USER fully and expressly agrees to them. The USER is fully aware that the mere navigation through the present web page, as well as the use of its services implies the acceptance of the present use conditions.

All of the terms related to our web page are governed exclusively by Spanish laws. In case any type of discrepancy or difference between the parties arises from in relation with the interpretation and content of the present web page, all the parties subject themselves, with express waiver to any other jurisdiction, to the Courts and Tribunals of the province of the city where the headquarters are located indicated above. For any issue related to the Conditions of Use of our web page please contact us in the information listed above.