

## LEGAL NOTICE

1. Pursuant to Article 10 of Law 34/2002 of 11 July on E-commerce and Information Society Services (hereinafter, “LSSICE”), below are the identification details of PAESTUM S.L. (hereinafter, “Paestum”), the owner of the domain [www.viubcn.com](http://www.viubcn.com).

- **Company Name:** PAESTUM S.L.
- **Registered office:** Calle Ávila 138, 4º 1ª 08018 Barcelona
- **Contact Information:** [hola@viubcn.com](mailto:hola@viubcn.com)
- **Registry Information:** Listed in the Barcelona Commercial Registry in Volume 25150, Sheet 40, Page B-83856, Entry 1ª.
- **Tax number:** B60250388

2. **USERS:** Any person who accesses or uses this portal will be considered a USER and in doing so will accept the General Conditions of Use set out herein. Said Conditions shall be applicable notwithstanding any General Contracting Conditions that may be mandatory.

3. **USE OF THE PORTAL:** [www.viubcn.com](http://www.viubcn.com) provides access to a large amount of information, services, programmes or data (hereinafter, “the contents”) on the Internet which are owned by Paestrum or third parties. The USER takes responsibility for their use of the portal. This responsibility extends to any registration necessary to gain access to certain services or contents on the portal. For such registration, the USER shall be responsible for providing true and lawful information. As a consequence of registration, the USER may be provided with a password for which he/she shall be responsible, and undertakes to make diligent and confidential use of it.

The USER undertakes to make proper use of the contents and services (such as, for example, discussion forums and communication channels) offered by Paestrum via its portal and to refrain from the following actions, including but not limited to: (i) indulge in unlawful or illegal activities or activities contrary to good faith and law and order; (ii) post contents or propaganda of a racist, xenophobic or pornographic-illegal nature, or that supports terrorism or violates human rights; (iii) cause damages to Paestrum’s hardware or software, or that of its suppliers or third parties, introduce or spread computer viruses or any other hardware or software in the network that may cause the aforementioned damages; (iv) attempt to access and, as the case may be, use the e-mail accounts of other users and modify or manipulate their messages.

Paestrum reserves the right to withdraw any comments and contributions that violate the respect for human dignity, that are discriminatory, xenophobic, racist, pornographic, or constitute attacks on youth or infancy, law and order or public safety or that, in its opinion, are not suitable for posting. Paestrum shall not in any case be responsible for the opinions expressed by users by means of the forums or other participatory tools.

4. **INTELLECTUAL AND INDUSTRIAL PROPERTY:** All contents of the Paestrum website, including but not limited to, texts, documents, photographs, drawings, images, icons, graphic

representations, audiovisual or sound contents, graphic design and source codes, trademarks, trade names or other distinctive marks, are exclusively owned by Paestrum or third parties, and are protected by Industrial and Intellectual Property Laws, unless specified otherwise.

Pursuant to the above, the user must comply with all intellectual and industrial property rights on the Paestrum website that are owned by Paestrum or third parties, and any means of exploitation, copy, distribution, modification, public communication, assignment or transformation or any other means of disclosure of the information or contents on the Paestrum website referred to in this section, on any support or media, are expressly forbidden without express consent from its respective owners. The contents of this website may be displayed, printed, copied and stored on the hard disk of your computer or on any other physical storage device, provided this is solely and exclusively for your own personal and private use, and not for any commercial purposes.

Breach of any of the aforementioned rights may constitute a violation of these conditions, of Industrial and Intellectual Property laws, and a punishable offense in accordance with Articles 270 and the following articles in the Spanish Criminal Code.

**5. DISCLAIMER:** Paestrum will not guarantee uninterrupted access, or correct display, downloading or usefulness of the items and information on the Paestrum website, as these may be impeded, hindered or interrupted by factors or circumstances beyond its control.

Paestrum will not be held responsible for information and other contents on the spaces or websites of third parties that are accessible from the Paestrum portal via links to [www.viubcn.com](http://www.viubcn.com), or for information and contents of any third-party websites that are displayed with the appearance or distinctive marks of Paestrum.

Paestrum will not be held responsible for any contents that are accessed via the Paestrum website but are provided by third parties or entities, particularly in respect of any damages of any kind relating to them that may be caused by: (i) an absence of or deficiencies in the information provided for users, or in respect of its veracity, accuracy and sufficiency; (ii) non-compliance or faulty or untimely compliance of contracts or precontractual relations; (iii) non-compliance with the obligations of information society service providers; (iv) violation of the rights of consumers and users; (v) violation of intellectual and industrial property rights; perpetration of acts of unfair competition or unlawful publicity; (vi) violation of data protection rights; of professional secrecy and the right to honour, to personal and family privacy and image rights; and (vii) in general, non-compliance with any laws, customs or codes of conduct that may be applicable.

Paestrum will not be held responsible for damages, loss, claims or costs arising from: (i) interferences, interruptions, failures, omissions, faulty telephone lines, delays, blockages or disconnections in the functioning of the electronic system, brought on by deficiencies, overloading and errors on telecommunication networks and lines, or for any other reason beyond Paestrum's control; (ii) unlawful invasions through the use of malware programmes of any type and via any communication media, such as computer viruses or any other means; (iii) unwarranted or improper use of the Paestrum website; (iv) security or browsing errors arising from browser malfunctioning or from the use of a non-updated browser.

The USER of the Paestrum portal will in any case be responsible for damages of any kind that may be incurred by Paestrum resulting from a breach of the USER's obligations herein, or any specific conditions that may apply to him/her.

**6. SECURITY POLICY:** Links may not be created to the Paestrum website from third-party websites without Paestrum's express authorisation in writing.

Access to the portal does not oblige Paestrum to verify the absence of viruses, or any other malware. In any event, the USER will make sure that he/she has the tools required to detect and erase malware.

Paestrum will not be held responsible for damages caused to the computer equipment owned by users or third parties during the provision of the portal service.

**7. MODIFICATIONS:** Paestrum reserves the right, with no prior notice, to carry out any modifications it deems appropriate on its portal, and may change, remove or add both the contents and services provided via the portal, and also the way in which these are presented or located on its portal.

**8. RIGHT OF EXCLUSION:** Paestrum reserves the right to restrict access to the portal and/or the services offered without notice, on its own initiative or on that of a third party, to users who do not adhere to these General Conditions of Use, and any subsequent modifications thereof.

**9. GENERAL:** Paestrum shall take action in connection with the breach of these conditions, and with any improper use of its portal, availing itself of any civil and criminal proceedings to which it may be entitled to by law.

**10. MODIFICATION OF THESE CONDITIONS AND TERM:** Paestrum may modify the conditions herein at any time and these will be duly published as they appear here. The term of these conditions will depend on their exhibition, and will be valid until they are modified by other duly published conditions.

**12. LAWS APPLICABLE AND JURISDICTION:** For the purposes of settling any conflicts that may arise from accessing the website, the USER and Paestrum agree to expressly abide by the Spanish regulations in force and by the courts of the city of Barcelona, waiving any general or special rights to which they may be entitled.