

LEGAL NOTICE

Version created November 2021

1. Ownership - legal information

- 1.1. This website «[www. https://optickssecurity.com](https://optickssecurity.com)» (the "**Website**") is the property of OPTICKS SECURITY S.L. ("**Opticks** " or "we"), a company legally constituted under Spanish law, having the corporate address carrer Balmes 76 ppal 2, 08007 Barcelona, the Spanish tax identification number (N.I.F.) B-67224550 and registered in the Barcelona Mercantile Register (Registro Mercantil) under Volume 46438, Folio 163, Page 520032 and 1st Inscription 1. You may find how to get in touch with us via the [Contact section](#).

2. Acceptance and integrity

- 2.1. Access to and use of our Website, as well as its information, services and contents are subject to the applicable regulations and to the provisions established in this Legal Notice and other policies of the Website ("**Website Policies**").
- 2.2. This is a corporate website. Accordingly, if you are interested in contracting our products or services, please contact us.
- 2.3. Users of this Website ("**User/s**") acknowledge and agree to have read and understood the Website Policies. By using our Website, the User expressly acknowledges and agrees to be bound by them to the extent that they are applicable.
- 2.4. The unlawfulness, invalidity or unenforceability of any of the provisions of the Website Policies shall not affect the enforceability of the remaining provisions. Such provisions shall be replaced or integrated with other provisions which, being in accordance with the law, meet the purpose of the substituted provisions. The parties waive any claim for damages that may be claimed as a result of such circumstance.

3. Modification

- 3.1. Opticks reserves the right to modify the terms and conditions and policies of the Website. It is therefore important that the User consults them regularly. Please note that in no event will the modifications be applied retroactively.

3.2. In the event of any conflict between these Website Policies and any previous version, unless otherwise decided, these Website Policies shall prevail.

4. Use of the Website

4.1. The User agrees to use the Website in accordance with the law, morality, generally accepted best practice, public order and the conditions and policies of the Website. In particular, though not exhaustively, the User agrees not to use the Website for illegal purposes, or those contrary to the provisions of the conditions and policies of the Website, undermine our rights and/or interests, as well as those of third parties, or to otherwise damage, disable, overload or impair the Website or prevent its normal use.

4.2. We reserve the right, at any time and without prior notice, to disable, temporarily or permanently, the User's access to the Website and its contents in the event that, in our opinion, the User has violated any provision of the conditions and policies of the Website and/or regulations applicable to the latter, or there is any reasonable doubt in this regard.

4.3. The services of the Website do not include the network connection necessary for the Website to function, and it is up to each User to contract with the operator of their choice. Nor do they include the device necessary for the Website to function, and it is up to each User to acquire the device of their choice.

5. Exclusions of liability

5.1. In view of the unforeseeable situations that characterise technological environments and the Internet, Opticks reserves the right to temporarily suspend the services of the Website, whether for technical, security or maintenance reasons.

5.2. Suspension of services does not confer any right to compensation or indemnification on the User. However, Opticks will endeavour to limit, whenever possible, any suspension or interruption of the services.

5.3. Furthermore, Opticks reserves the right to implement and make changes and/or updates to the Website at any time, with or without prior notice, which may affect the accessibility of the Website.

5.4. In this regard, the User accepts that Opticks shall not be liable, as a result of such actions, for the elimination or failure to make available certain services or functionalities of the Website.

- 5.5. Opticks does not represent or warrant that certain results will be obtained from the use of the services of the Website. Accordingly, in no event shall Opticks, its representatives, directors or employees be liable for any incidental, indirect or direct damages, including, but not limited to, any loss of income, consequential damages, loss of profits, data or business opportunity or software errors, whether foreseeable or not, resulting from or in connection, directly or indirectly, with the use of the Website.
- 5.6. Under no circumstances shall Opticks be liable for any content, activities, products and/or services that can be accessed via electronic links (including "deep links"), directly or indirectly, related to our Website. The links included or that may be included on our Website do not represent any type of relationship between Opticks and the individuals or legal entities that own the websites which can be accessed via these links, nor do they imply any suggestion, invitation or recommendation of any kind about these websites or their contents.
- 5.7. Opticks shall not be liable for any loss or damage that the User may suffer as a result of improper use of the Website or failure by the User to comply with the conditions and policies of the Website or instructions provided by Opticks through any communication channel.
- 5.8. Nor shall we be held responsible for the use of the Website by minors or the transfer of their personal data without the permission of their parents or guardians, it being the parents or guardians who shall be held responsible for the safe use of the Internet by the minors in their care. For this purpose, we recommend the installation of a parental control tool for Internet use.
- 5.9. The creation of frames with the web pages or on the web pages of the Website, is prohibited.

6. Intellectual and industrial property

- 6.1. The User acknowledges and agrees that all rights, titles and interests in and associated with the Website, its contents and software applications, including any modifications, updates and new versions, as well as any distinctive signs (whether registered or not), know-how, trade secrets, intellectual property rights, industrial property rights (whether registered or not), domain names, or any other industrial or intellectual property rights inherent in the Website, are the exclusive property of Opticks or are owned by third parties and used by Opticks under licence and with the due authorisation of such third-party owners.

- 6.2. In this regard, the User acknowledges and accepts that they do not acquire any intellectual or industrial property rights by simply using our Website and/or any of its functionalities. Therefore, at no time shall such use be considered as an authorisation or licence to use the contents of the Website, including its texts and policies, for purposes other than those contemplated in the conditions and policies of the Website.
- 6.3. Consequently, the total or partial reproduction, modification, transformation, copying, duplication, distribution, public communication, supply to the public, or any other form of exploitation of the Website, its contents (including its texts and policies), applications, design and form of presentation of its contents, as well as its source/object code and all those elements that make up its structure and appearance ("look & feel"), is prohibited.
- 6.4. Likewise, the User acknowledges and accepts that it is prohibited to decompile, reverse engineer or carry out works derived from the software that supports the operation of and access to the Website and the services contained therein, unless otherwise permitted by law.
- 6.5. Failure to comply with any of the provisions herein shall entitle Opticks to take appropriate legal action against the infringer to defend its rights, titles and interests, including the possibility of claiming damages.

7. Applicable law and jurisdiction

- 7.1. The interpretation and application of the conditions and policies of the Website shall be governed by Spanish Law.
- 7.2. For the resolution of any discrepancy that may arise in the interpretation and/or execution of the conditions and policies of the Website, the parties submit to the jurisdiction and competence of the courts of the city of Barcelona (Spain), expressly waiving any other forum to which they may be entitled.
- 7.3. However, in the event that the applicable regulations for the protection of consumers and users establish the possibility for consumers and/or Users to choose the jurisdiction corresponding to their place of residence, they may proceed in accordance with such regulations.
- 7.4. Furthermore, in accordance with Article 14 of Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes, we inform Users qualifying as consumers that the European Commission has established an online dispute resolution platform to resolve disputes relating to contractual obligations arising

from online sales or service contracts between a consumer resident in the Union and a company established in the Union. Users can obtain additional information via the following link: <http://ec.europa.eu/consumers/odr/>.

8. Contact

8.1. For any general enquiries relating to our Website, Users may contact us directly by:

- E-mail: marketing@optickssecurity.com
- Post: Carrer Balmes 76 ppal 2, 08007 Barcelona
- Contact form available on the [Website](#)