TERMS AND CONDITIONS

By browsing our website or contracting our services, you accept these legal conditions. Below, you will find a summary to facilitate the understanding of these terms. This summary is only that: a summary. It is not binding.

DEFINITIONS

These are the definitions of some of the terms that appear in these conditions.

STATEMENTS

To access this website and contract our services, you must be of legal age and have the capacity to contract our services either on your own behalf or on behalf of the company you represent.

TERMS OF USE

You must use this website and our services in accordance with this agreement and the applicable laws. You must not modify the website or the Gladtolink platform, nor use them to cause harm to GLADTOLINK or other individuals. You must convey these obligations to the Users who may access or be associated with your account.

CONTRACTING GLADTOLINK SERVICES

You can contract our services directly online. To sign up for these services, you must accept these conditions and our privacy policy.

The details of the services you are contracting are indicated in the order form. The price and accepted payment methods are specified in the order form.

The Contract is formalized between us and you or the company you represent.

You will receive a confirmation of your enrollment in our services once the hiring process is completed.

BILLING

We only issue electronic invoices.

PROMOTIONS

Our promotions are only valid during their period of validity.

CONTENTS

The contents you upload to our platform belong to you. Consequently, you are solely responsible for these contents and what you do with them. You can download or delete them whenever you want.

SECURITY

We use the Microsoft Azure infrastructure.

Microsoft guarantees that the contents hosted on Microsoft Azure are stored on servers located in the European Union.

These contents are protected by the security measures established by Microsoft, which are documented in these links: <u>https://www.microsoft.com/licensing/docs?</u> <u>redirected=true&DocumentId=10146</u>

It is your responsibility to ensure that these security measures are sufficient according to your needs.

INTELLECTUAL PROPERTY

Our platform is offered as Software as a Service. This means that you are contracting a service, not a license to it.

The contents you upload to our platform belong to you and cannot be used or disseminated without your authorization.

Other contents appearing on the website, our platform, our logo, and our brand belong to us and also cannot be used or disseminated without our authorization.

You can use the platform normally, but you must not:

Modify it. Disassemble its code. Create derivative works. Exploit it without our authorization.

PASSWORDS

Your password is confidential, personal, and non-transferable. You are responsible for what is done with it.

RELATIONSHIP WITH USERS ASSOCIATED WITH THE CLIENT'S ACCOUNT

You can create user accounts associated with your client account, for example, employees of your company.

Please note that you are responsible for managing and administering these accounts, especially regarding their creation and removal, and the level of access you want to grant them to your contents.

You are also responsible for the relationship you establish with these users, fulfilling your legal obligations towards them, as well as the use they make of our services and platform.

PERSONAL DATA PROTECTION

Your privacy matters to us, and we comply with the requirements of the Law. We have a privacy policy that you must accept, and we commit to abide by it. You can review it on our website.

In general, we only process data from our customers and users to attend to their requests, provide the services they have contracted, and, unless they do not wish it, keep them informed about our news.

You agree that our services rely on an infrastructure provided by Microsoft Azure. Microsoft's conditions for using this infrastructure contain the necessary clauses to regulate Microsoft's access to personal data hosted on their servers, in accordance with European regulations on the protection of personal data.

Likewise, you agree that we may use other external technological providers, for example, for hosting certain resources. If they could access personal data included in your contents, we will make them sign a data protection contract to guarantee their security and confidentiality.

LIABILITY

We do our best to ensure that the website and our technological solutions work perfectly, but we do not make promises.

You use the website and our services at your own risk, and we do not guarantee any expectations or business volume, nor that our services will meet your expectations or needs.

We are only responsible for the services that we directly provide.

It is possible that the website or the platform may be temporarily inaccessible, for example, due to maintenance operations.

EXTERNAL LINKS

The website and our platform may contain links to third-party websites or content. We are not associated with them and do not take responsibility for these websites and content.

LEGAL REGIME AND INDEPENDENCE

Your activity and ours are independent. Each of us must deal with our own obligations and responsibilities.

NON-TRANSFERABILITY

You cannot transfer this contract to a third party without our consent.

DURATION, TERMINATION, AND RIGHT OF WITHDRAWAL

Except for exceptions, there is no minimum contract period for the services; you can cancel whenever you want. If you are a consumer, you have the right to withdraw from the contract free of charge within 14 days from your registration.

As the contract has no specific duration, we can also terminate the contract at any time.

In any case, you will have a reasonable period to download your contents.

DENIAL OF ACCESS AND ACCOUNT CANCELLATION

We can cancel your account if necessary, for example, if you violate these conditions.

PARTIAL INVALIDITY

If one of the conditions of this contract is declared invalid by a judge, the rest of the contract will remain in force.

APPLICABLE LAW AND JURISDICTION

There are many laws in the world, and we cannot comply with all of them. Therefore, this contract is exclusively subject to Spanish law and the jurisdiction of the Courts of Palma de Mallorca unless you have the status of a consumer under our law, in which case you may assert the rights granted to you regarding applicable law and competent court.