

## **GENERAL TERMS OF THE PLATFORM**

### **Overview**

Please read the following document carefully before using the <https://www.amberjvco.com> (hereinafter referred to as the "Platform"). In particular, through the Platform you will have access to certain information and/or services that are provided under these general terms (hereinafter, the "General Terms"). By using or accessing the Platform in any way, or by viewing or browsing the website, you agree to the following General Terms.

### **Owner of the Platform**

The owner of the Platform is AMBER JVCO LIMITED, a legal entity constituted under the laws of England with registered address 1 BARTHOLOMEW LANE, LONDON, UNITED KINGDOM, EC2N 2AX and Company number 14936359 (herein "Amber")

### **Intellectual property**

The Platform and every information related to the Platform such as codes, brands, etc. are the exclusive property of Amber and are fully protected by international copyright laws and other intellectual property rights.

Amber will also be the owner of the designs, results and rights produced by the Platform or through the use of the Platform by users. These results, such as budgets, reports, analyses, etc., are confidential.

### **Data management**

All data you may provide to us will be processed in accordance with the applicable laws.

Amber is not responsible for the management of personal data that may be made by a third party that users may contact when using our Platform, personal data will be processed in accordance with the privacy policy and related policies of the said third parties.

The purposes of the Platform is to inform about Amber's financial information. To the extent permitted by the law, Amber will not be responsible for any damages caused by users of the Platform or the information provided by the Platform.

If you have any problems regarding the use of the Platform you may contact Amber to the address above.

### **Legal Liability.**

Amber has made every effort to ensure the accuracy, reliability and compliance with the standards legal and commercial requirements of the Platform and its results. However, the Platform is provided "as is" without warranty of any kind. Amber accepts no responsibility for the accuracy, content, completeness, legality or reliability of the results of the Platform or the information contained in the Platform. No warranties, promises and/or representations of any kind, express or implied, are given about the nature, standard, accuracy or suitability of the results of using the Platform or the information provided by the Platform for your particular circumstances. Amber shall not be liable for any loss or damage of any nature whatsoever (direct, indirect, consequential or otherwise) that may arise as a result of the use (or inability to use) of the Platform, or the use (or inability to use) of the result generated by the Platform by users.

### **SLA (Service Level Agreement)**

No SLA is provided or implied.

### **License to use the Platform**

The Platform belongs to Amber, which is the owner of all industrial and intellectual property rights related to it.

Under these General Terms, Amber grants the user a limited, non-exclusive, non-transferable, non-sublicensable license to use the Platform, for the purposes of using the Platform and accessing the information contained in the Platform. Subject to other commercial relations existing between the user and Amber, no other services will be offered through the Platform.

Any rights over the Platform that are not expressly included in these General Terms are excluded from this license, such as, but not limited to, the rights of reproducing, transforming, copying, modifying, adapt, distribute, exploit and/or make any public communication about the Platform or thought it.

### **Protection of personal data**

In principle, no personal data may be processed when using the Platform

The platform uses cookies. If you wish to have more information about our cookies you can access our Cookie policy [https://www.amberjvco.com/dam/Amber-JVCo/pdf/acme\\_cookies\\_policy.pdf](https://www.amberjvco.com/dam/Amber-JVCo/pdf/acme_cookies_policy.pdf)

### **Modifications**

Amber may modify the General Terms from time to time upon notice to users through the notification mechanism designated by Amber. Changes will be notified thirty (30) calendar days prior to their entry into force if such changes may impact any users' rights.

### **Applicable Jurisdiction**

All differences that may arise between the Parties in relation to the interpretation, compliance or non-compliance with these General Terms are expressly submitted to the jurisdiction of the courts of Madrid, the Parties expressly waiving their own jurisdictions.

The interpretation of the General Terms shall be done in accordance to the Spanish law.