

## LEGAL NOTICE AND TERMS OF USE

## 1.- IDENTIFICATION

- **Company name:** Frenetic Electronics, S.L. and its subsidiaries (hereinafter, "**Frenetic**")
- **Tax Identification Number:** B87193637
- **Registered Office:** Avenida de Córdoba 15, 4ºA1 E-28026 Madrid (Spain).
- **Public Registry:** Registered in the Commercial Registry of Madrid, volume 33139, folio 131, section 8, sheet M 596380.
- **Telephone Number:** +34 91 529 6007
- **E-mail:** [privacy@frenetic.ai](mailto:privacy@frenetic.ai)

## 2.- TERMS OF USE

Please, read this document carefully. It constitutes the terms of use and the legal notice (hereinafter, the "**Terms of Use**") governing the access to and use of the website located at the following URL [www.frenetic.ai](http://www.frenetic.ai) (hereinafter, the "**Website**").

Frenetic provides the content and services available on the Website subject to these Terms of Use, the Cookies Policy and the Privacy Policy.

Likewise, the User is informed about the fact that specific conditions may be established for the use on the Website of specific contents and/or services (hereinafter, the "**Specific Conditions**"). These Specific Conditions will be duly shown on the Website and may replace, complete or, where appropriate, modify the conditions of these Terms of Use. In case of dispute, the Specific Conditions will prevail over these Terms of Use. The use of said specific contents or services will imply the acceptance of the Specific Conditions specified therein.

Any reference included in these Terms of Use to "you", "your" or "User", means you as Website's user, any reference to "we", "us", "our" or "Frenetic" is to Frenetic.

## 3.- ACCESS TO THE WEBSITE

Access to the Website or its use in any form grants you the status of user (hereinafter, the "**User**") and implies User's acceptance of and compliance with the full content of these Terms of Use, as well as the instructions or recommendations that are indicated in each specific case through the Website, reserving Frenetic the right to modify them at any time. Consequently, it will be the User's responsibility to carefully read the prevailing Terms of Use. In the event of disagreement with any of the points set forth in these Terms of Use, User must abstain from accessing and using the Website.

If you are accessing or using the Website on behalf of a business or entity, then: (a) "User" includes you and that business or entity; (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to the Terms of Use,

and that you agree to these Terms of Use on the entity's behalf; and (c) your business or entity is legally and financially responsible for your access or use of the Website.

The User must be over eighteen (18) years of age and have sufficient capacity to acquire the obligations arising from their actions through the Website, as well as having previously read and understood these Terms of Use. Therefore, access to the Website by minors is strictly prohibited.

#### **4.- SERVICES**

The Website offers the User the possibility of:

- i) obtaining information about Frenetic, Frenetic services and Frenetic's work philosophy;
- ii) contracting Frenetic's Services provided that the Website enables the User to do so;
- iii) accessing Frenetic corporate social profiles;
- iv) contacting Frenetic for the resolution of any type of incident or query related to the services provided; or
- v) subscribing to Frenetic's newsletter.

#### **5.- PRIVACY POLICY**

In accordance with the provisions of Regulation (EU) 2016/679 (General Data Protection Regulation) and in the Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights, all personal data provided during the use of the Website will be processed in accordance with the provisions of the Privacy Policy that every User must expressly accept in order to use and register in the Website.

#### **6.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Frenetic owns or, as the case may be, holds the corresponding licenses for the intellectual and industrial property exploitation rights of the contents of the Website, including, among others, the Website itself, texts, photographs or illustrations, logos, trademarks, graphics, designs, interfaces, or any other information or content available through the Website.

By accessing the Website, the User acquires only a right to navigate around the Website and access to the contents, services and/or functionalities of the Website, during the use of the same, in accordance with these Terms of Use and subject to the limitations stated in these Terms of Use.

The User may not make use of trademarks or registered trade names, or other distinctive signs, such as the trademark Frenetic, whether owned by Frenetic or third parties, without the express consent of Frenetic or its legitimate owners. At no time, unless otherwise expressly provided, access to or use of the Website or its contents grants the User any right over the distinctive signs included therein.

The User must immediately inform Frenetic of the existence on the Website of any unlawful or illegal content or which may infringe copyrights and any other rights of which the User is aware, in accordance

with the communications procedure stated in clause 13 of these Terms of Use, so that Frenetic can take the appropriate measures.

## 7.- OBLIGATIONS AND RESPONSIBILITIES OF THE USER

### 7.1. USE OF THE WEBSITE

User accepts and agrees to:

- i) use the Website in compliance with these Terms of Use or the applicable law;
- ii) be solely and fully responsible for his/her use of the Website, including but not limited to any false or inaccurate statements provided by the User and for any damage caused to Frenetic by the use of the Website or information provided through the Website;
- iii) provide himself/herself with all the means and technical requirements necessary to access the Website, including but not limited to the Internet access and any devices required to access the Website; and
- iv) provide truthful information when completing the forms contained in the Website with their personal data and keep them updated at all times so that it responds, at all times, to the real situation of the User;

The User is prohibited from:

- i) modifying, copying, reproducing, publicly communicating, transforming or distributing, by any means and in any form, all or part of the contents included on the Website without the prior express written authorization of Frenetic or, where applicable, of the legitimate owner of the corresponding rights;
- ii) extracting any type of information from the Website by means of any programming or other kind of technique, including but not limited to "robots", "spiders", "crawlers" or similar tools used for the purpose of collecting or extracting data;
- iii) making unauthorized or fraudulent use of the Website and/or content with illegal effects, prohibited in these Terms of Use, harmful to the rights and interests of others, or that in any way can damage, disable, overburden, impair or prevent the normal use of services or documents, files and all kinds of content stored on any electronic device;
- iv) accessing or attempting to access resources or restricted areas of the Website, without complying with the conditions required for such access;
- v) causing damages to the physical or logical systems of the Website, its suppliers or third parties;
- vi) introducing or spreading on the network computer viruses or any other physical or logical system likely to cause damage to the physical or logical systems of Frenetic or third parties;
- vii) attempting to access, use and/or manipulate the data of Frenetic and other Users' data;
- viii) reproducing, copying, distributing, allowing public access through any form of public communication, transforming or modifying the Website's contents, unless the express and written authorization of the holder of the corresponding rights has been obtained or it is legally permitted; or

- ix) deleting, concealing or manipulating the intellectual and industrial property notes and other data identifying the rights of Frenetic or third parties incorporated into the Website, as well as the technical protection devices mechanism that may be inserted into the Website.

## 7.2. CONTENTS PUBLISHED BY THE USER ON THE WEBSITE

In the event the Website enables Users to publish contents such as comments, suggestions or other impressions, the User recognizes and accepts that any content published on the Website must respect the rights of image, intellectual and industrial property, so the User will be solely and fully responsible for any damage and/or liability that may arise from an infringement of such rights.

Likewise, by publishing content on the Website, the User grants to Frenetic a worldwide, royalty-free and transferable license for the reproduction, distribution, transformation and public communication, for the maximum time permitted by the Intellectual Property Laws, for any purposes which are required for the exercise of Frenetic's habitual activity at any time and for all existing types of exploitation means at the time of accepting these Terms of Use.

In particular, and for merely indicative and not exhaustive purposes, the User undertakes not to transmit, disseminate or make available through its use of the Website, content or files of any kind and, in general, any kind of material that:

- i) it is contrary, disregard or attempt against the fundamental rights and public liberties recognized constitutionally, in the international treaties and in the rest of applicable legislation in force;
- ii) induces, incites or promotes (i) criminal, denigrating, defamatory, violent or, in general, contrary to the law, morality, generally accepted good customs or public order or (ii) discriminatory actions, attitudes or thoughts due to sex, race, religion, beliefs, age or condition;
- iii) incorporates, makes available or allows access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and generally accepted good customs or public order;
- iv) induces or may induce an unacceptable state of anxiety or fear;
- v) induces or incites to get involved in dangerous, risky or harmful practices for the health and the psychic balance;
- vi) is protected by legislation on intellectual and industrial property rights and the intended use has not been expressly authorized by its legitimate owner (including but not limited to Frenetic);
- vii) it is contrary to honour, personal and family intimacy or to people's own image;
- viii) constitutes any type of non-consensual advertising; or
- ix) includes any type of virus or program that impedes the normal functioning of the Website.

Failure by the User to comply with any of the foregoing prohibitions will result in the User being solely and fully responsible for any claim that may arise as a result of the same. Even if there is no claim from a third party, Frenetic reserves the right to prevent such User from accessing the Website.

Frenetic does not control the content posted by Users of the Website and assumes no responsibility for such content and the Users shall keep Frenetic indemnified of any breach of this clause. However, Frenetic reserves the right to monitor and/or moderate any content posted on the Website that violates these Terms of Use, as well as to edit or remove it.

In the event that the User observe or find any information or content on the Website that could be inappropriate or contrary to current legislation and/or the conditions of the Website, User shall immediately inform Frenetic in accordance with the communications procedure stated in clause 13 of these Terms of Use.

## **8.- LINKS**

### **8.1. LINKS TO THIRD PARTIES' WEBSITES**

In the event that the Website includes or shows links to Websites by means of different buttons, links, banners, etc., Frenetic informs you that these websites are or could be directly managed by third parties, not being Frenetic able to control or approve all the information, contents, products or services provided on such websites to which links may be established from the Website.

Frenetic shall not be liable for any aspect of these third parties' platforms or websites, such as, for example, their operation, access, data, information, files, quality and reliability of their products and services, their own links and/or any of their contents in general. Since Frenetic has no control over such third parties' websites or platforms, User acknowledges and agrees that Frenetic assumes no responsibility or liability whatsoever for the content or services that may be accessed through such third parties' websites or platforms, or for any content, products, services, advertising, or other material available on such third parties' websites or platforms. For this reason, the User must exercise extreme caution in the evaluation and use of the information, contents and services existing in such third parties' websites or platforms, and about the information of the User or of third parties that such User wish to share in such third parties' websites or platforms.

In this regard, if any User becomes aware that the activities carried out through these third-party websites are illegal or contravene morality and/or public order, such User must immediately notify Frenetic in accordance with the communications procedure stated in clause 13 of these Terms of Use so that Frenetic can proceed to disable the link to them.

In any case, the establishment of these links does not imply the existence of any relationship between Frenetic and the owner, manufacturer or distributor of the linked website or platform, nor does it imply the acceptance and approval by Frenetic of its contents and/or services, being the owner, manufacturer or distributor of the website or platform solely responsible for them.

### **8.2. LINKS TO OTHER PLATFORMS AND SOCIAL NETWORKS**

Frenetic may make available to the Users, through different tools and applications, by means of links on the Website that allow the User to access the channels and pages that Frenetic maintains on different

platforms and social networks belonging to and/or managed by third parties (e.g. Facebook, Twitter, Instagram, YouTube, LinkedIn, Google+ or any other social network that may be incorporated in the future) (hereinafter, the **“Social Networks”**). The inclusion of Social Network’s links on the Website has the sole purpose of facilitating the User’s access to Frenetic’s profiles in Social Networks.

Frenetic does not share with Social Networks any type of private information about its Users. In this sense, all the information provided to Social Networks will be under the responsibility of the User, due to the fact that Frenetic does not intervene in this process as it is performed out of the Website.

The activation and use of these links may lead to identification and authentication as a user (login/password) on the corresponding Social Networks, which is completely external to the Website and beyond the control of Frenetic. By accessing such Social Networks, the User is entering an environment that is not controlled by Frenetic, and Frenetic will not assume any responsibility for the security settings of such environments.

Frenetic shall not be liable for any aspect of the Social Networks, such as, for example, their operation, access, data, information, files, quality and reliability of their products and services, their own links and/or any of their contents in general. Since Frenetic has no control over content hosted on such Social Networks, User acknowledges and agrees that Frenetic assumes no responsibility or liability whatsoever for the content or services that may be accessed through such Social Networks, or for any content, products, services, advertising, or other material available on such Social Networks. For this reason, the User must exercise extreme caution in the evaluation and use of the information, contents and services existing in the Social Networks, and about the information of the User or of third parties that such User wishes to share in the Social Networks.

### 8.3. LINKS ON THIRD PARTIES’ WEBSITES TO THE WEBSITE

Links to the Website may be established on other websites, provided that they comply with the following conditions:

- i) the link may not reproduce the content of the Website or parts thereof in any way;
- ii) it is not allowed to create a browser or a frame environment on the sections of the Website, nor in any other way can the Website be modified;
- iii) it is not permitted to make false, inaccurate or incorrect statements or indications about the Website and/or, in particular, to state or imply that Frenetic has authorized the link or has supervised or assumed in any way the contents or services offered or made available on the website on which the link is established; and
- iv) the website in which the link to the Website is established will not contain information or contents that are illicit, contrary to morality and generally accepted good customs and public order, nor will it contain contents that are contrary to any third party rights, including copyrights and/or the right to honour, to personal or family privacy or to one’s own image or any other right, or contents that are contrary to the regulations governing the protection of personal data.



Frenetic has no power or human or technical means to know, control or approve all the information, content, products or services provided by other websites that have established links to the Website. Frenetic assumes no responsibility whatsoever for any aspect of the website that establishes such a link to the Website, specifically, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents in general.

Since Frenetic has no control over such third parties' websites or platforms, User acknowledges and agrees that Frenetic assumes no responsibility or liability whatsoever for the content or services that may be accessed through such third parties' websites or platforms, or for any content, products, services, advertising, or other material available on such third parties' websites or platforms. For this reason, the User must exercise extreme caution in the evaluation and use of the information, contents and services existing in such third parties' websites or platforms, and about the information of the User or of third parties that such User wish to share in such third parties' websites or platforms.

In this regard, if any User becomes aware that the activities carried out through these third-party websites are illegal or contravene morality and/or public order, such User must immediately notify Frenetic in accordance with the communications procedure stated in clause 13 of these Terms of Use so that Frenetic can proceed request the disability of the link from them.

In any case, the establishment of these links does not imply the existence of any relationship between Frenetic and the owner, manufacturer or distributor of the website or platform in which the link to the Website is included, nor does it imply the acceptance and approval by Frenetic of its contents and/or services, being the owner, manufacturer or distributor of the website or platform solely responsible for them.

## **9.- LIMITATION OF LIABILITY**

Frenetic excludes any liability for damages of any nature that may be due to the use of the Website by Users and for content and information that may be received as a result of unlawful or incorrect use of the Website by the User, but Frenetic will only be responsible for eliminating, as soon as possible, the contents that may generate such damage, provided that it is so notified in accordance with the communications procedure stated in clause 13 of these Terms of Use.

Frenetic is not responsible for any decisions that may be taken as a result of User's access to the Website or information offered through any linked websites.

In particular, Frenetic shall not be liable for any damages that may arise, inter alia, from:

- i) interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the functioning of the electronic system, motivated by deficiencies, overloads and errors in the lines and networks of telecommunications, or by any other cause beyond the control of Frenetic;
- ii) illegitimate intrusions through the use of malicious programs of any kind and through any means of communication, such as computer viruses or any other;
- iii) improper or inappropriate abuse of the Website; or

- iv) security or navigation errors caused by a malfunction of the browser or by the use of non-updated versions of it.

Frenetic will prosecute any breach of these Terms of Use, as well as any improper use of the Website by exercising any actions to which Frenetic may be entitled in accordance with the applicable law.

Frenetic does not guarantee continued access to, or correct viewing or use of Website nor the elements and information contained in the websites linked to the Website, which may be prevented, hindered or interrupted by factors or circumstances beyond Frenetic's control. Notwithstanding the above, Frenetic will make its best efforts to guarantee the correct functioning of the Website, avoiding technical inconveniences, maintenance work during business hours, and any other action that may limit and/or partially interrupt the possibilities of use of the same by Users.

Frenetic may immediately discontinue the access to the Website by the User or terminate the relationship with the User if it detects that use of the Website or any of the services offered on the Website is contrary to these Terms of Use.

#### **10.- INDEMNITY OF FRENETIC**

The User shall defend, indemnify and hold Frenetic harmless against any damages arising from claims, actions or demands of third parties as a result of the User's use of the Website.

The access to the Website or Website's contents provided through the Website will be made under the entire responsibility of the Users.

If the User negligently or willfully breaches any of the obligations set out in the Terms of Use, the User will be liable for all damages that Frenetic may suffer as a result of this breach.

#### **11.- CHANGE OF CONTROL**

Frenetic reserves the right to assign its contractual position as well as all personal data collected from Users as part of the merger, acquisition, sale or any other change of control.

#### **12.- MODIFICATION OF THE TERMS OF USE**

The access and use of the Website after the entry into force of any modifications or changes to these Terms of Use supposes User's full acceptance and without reservations of the abovementioned amendments.

#### **13.- COMMUNICATIONS**

Frenetic, as the party responsible for the Website, provides Users with Frenetic's contact details in order to receive all their queries, complaints, and suggestions in relation to the use of the Website together with



any information about the existence of Website's content deemed contrary to the law, these Terms of Use and/or in violation of the legitimate rights of third parties.

If the event that any of the foregoing circumstances occur, the User should immediately notify Frenetic via the following address: **Avda. de Córdoba 15, 4º A1, E-28026, Madrid (Spain)**, e-mail [privacy@frenetic.ai](mailto:privacy@frenetic.ai), or through the telephone number: **+34 91 529 6007** that Frenetic makes available to the User; so that Frenetic can review such content and, if appropriate, is able to withdraw or disable it on the Website in the shortest possible time.

In the abovementioned communications, the User must provide the more detailed information about the infringing Website content (including but not limited to the content exact location within the Website) and, if possible, documentation accrediting that the respective rights have been allegedly infringed.

#### 14.- GENERAL

The headings of the clauses are only for information purposes and shall not affect, qualify or extend the interpretation of these Terms of Use.

Frenetic may terminate, suspend or interrupt, at any time and without prior notice, access to the Website and to any contents of the Website, without the possibility for Users to demand any compensation whatsoever.

If any provision of these Terms of Use is found to be totally or partially null or void, such nullity or unenforceability shall only affect such provision or the part of it that is null or unenforceable, subsisting the Terms of Use in everything else, and being considered such provision totally or partially null and void.

Frenetic informs the User that Frenetic will be able to inform and cooperate in a timely manner with the competent police and judicial authorities if it detects any breach of the legislation in force or if it has any suspicion that a crime has been committed through any use of or in relation to the Website.

Frenetic's failure to exercise or enforce any right or provision contained in these Terms of Use shall not constitute a waiver of such right or provision, unless otherwise expressly agreed in writing by Frenetic.

#### 15.- APPLICABLE LAW AND JURISDICTION

The relationship between Frenetic and the User shall be governed by common Spanish law, and any dispute shall be submitted to the Courts and Tribunals of the city of Madrid, with express waiver of any other jurisdiction.