

LEGAL NOTICE

The present Legal Notice governs the access to, navigation in and use of this website <https://www.flocktory.com> (hereinafter, the “**Website**”).

1.- Information about the Website holder

We hereby inform you that this Website is held by FLOCKTORY SPAIN, S.L., (hereinafter, the “**HOLDER**”), with Tax I.D. number B-87445102 and corporate domicile in Plaza Carlos Trías Bertrán, 28020, Madrid.

The user (hereinafter, the “**User**”) may contact FLOCKTORY SPAIN, S.L. on the following email address: dataprivacy@flocktory.com

2.- Users

Access to and/or use of the Website makes you a User and entails your acceptance of the present Legal Notice, as of the time of said access and/or use.

3.- Use of the Website

The User assumes all responsibility for his/her use of the Website. The Website may provide to the User access to a wealth of texts, charts, drawings, designs, photographs, multimedia content and information (hereinafter, the “**Content**”) held by the HOLDER or by third parties.

The User undertakes to make an appropriate use of the Content and services provided through the Website. Without limitation, the User undertakes not to use said Content or services to **(i)** incur in unlawful activities or activities which may be contrary to good faith and public order; **(ii)** damage the hardware or software systems of the Website holder and/or its providers or third parties; **(iii)** introduce or disseminate on the web computer viruses or other physical systems or software which may cause the damage mentioned above; **(iv)** intend to access to, use and/or manipulate the data of the HOLDER, third-party providers or other Users; **(v)** reproduce or copy, distribute, allow the public to access under any modality of public communication, transform or modify the Content, except with the prior authorization of the holder of the relevant rights; **(vi)** suppress, conceal or manipulate notices regarding intellectual or industrial property rights and other data which may identify the rights of the HOLDER or of third parties in the Content, as well as any technical devices used for protection or any information mechanisms which may have been built into the Content.

The HOLDER will be entitled to investigate and report any of the above conducts as provided for by Law, and to cooperate with the authorities in the investigation of said activities.

4.- Intellectual Property

All and any intellectual property rights in the content and graphic design of this Website are the exclusive property of the HOLDER or of a third party who has authorized the use thereof. Therefore, the HOLDER shall have the exclusive right to exploit said content and graphic design.

Therefore, under the provisions of Royal Legislative Decree 1/1996, of 12 April, approving the Consolidated Text of Intellectual Property Act (*Real Decreto Legislativo 1/1996, de 12 de Abril, por el que se aprueba el Texto Refundido de la Ley de Propiedad Intelectual*), and Trademark Act 17/2001, of 7 December (*Ley 17/2001, de 7 de diciembre, de Marcas*), as well as other complementary legislation on intellectual and industrial property, any public reproduction, transmission, adaptation, translation, distribution or communication, including making available or any other form of commercial exploitation and/or amendment of all or part of the content of the Website, is forbidden unless previously authorized expressly by the HOLDER.

The HOLDER does not hereby grant any license or authorization to use any of its intellectual and industrial property rights or any other properties or rights related to the Website and/or the services or content thereon.

The legitimacy of the intellectual or industrial property rights in the content provided by the Users is the exclusive responsibility of said Users, who shall hold the HOLDER harmless against any third-party claims resulting from any unlawful use of the Website content.

5.- Responsibilities and Guarantees

The HOLDER declares that it has adopted all measures necessary, within its possibilities and considering the current state of technology, to enable the correct functioning of and the absence of virus and harmful components on its Website. However, the HOLDER may not be held responsible for: **(i)** the lack of continuity and availability of the Content and Services; **(ii)** the presence of errors in said Content or the failure to correct any defects which may exist; **(iii)** the presence of viruses and/or other harmful components; **(iv)** any damages caused by third parties infringing the security systems of the HOLDER.

The HOLDER may suspend access to the Website temporarily without warning by reason of maintenance, repair, update or improvement operations. However, whenever possible, the HOLDER shall communicate the date of suspension of the services to the User sufficiently in advance.

The HOLDER assumes no responsibility for the links to other web pages which may be included on the Website and which may lead the User to other websites over which the HOLDER has no control whatsoever. Consequently, the User's access to said websites shall be under his/her own responsibility and subject to the terms therein.

6.- Hyperlinks

The HOLDER may not be held responsible for any use given by the users to the Content provided on the Website

7.- Term and amendments

This Legal Notice will be in force for an indefinite term. The HOLDER may make any changes in the terms and conditions of this Legal Notice. Said changes will enter into force as of the date of publication thereof.

The HOLDER may suppress, add to or amend the Content and the services provided, as well as the form in which these are located or presented. Any terms and conditions posted on the Website at the time of access thereto by the user shall be deemed in force.

Access to and/or use of the Website shall be deemed to be an acceptance by the User of the terms and conditions of this Legal Notice and of any amendments hereto.