

## **Terms and Conditions**

This document sets out the general terms and conditions governing the navigation of this website and the services offered on it (the 'Services').

The Website is operated by REWARDWAVE SL ('ROIWARD'), a Spanish company, NIF B13681606, with registered office at c/ Gran Vía de Don Diego Lopez de Haro 1, 48001, Bilbao, Bizkaia - Spain.

We ask that you carefully read and accept the following terms and conditions (the 'Terms and Conditions') governing the various Services which ROIWARD or its partners and/or suppliers make available on the Website.

ROIWARD reserves the right to modify these Terms and Conditions without notice, where such modifications are necessary due to: changes in market conditions, changes in legal or regulatory frameworks or events of change in ROIWARD's risk factor or in connection with the provision of the Services available on the Website by ROIWARD, its partners and/or suppliers. Amendments shall not have retroactive effect so that for ongoing transactions which have commenced prior to such amendments, the terms and conditions in force at the time of their conclusion shall survive.

Use of the site implies knowledge and acceptance of these Terms and Conditions. The User declares that he/she has the necessary legal capacity to act and contract on the website in accordance with the conditions detailed below, which he/she declares to understand and accept.

General access to and browsing through the Website does not require prior registration, except for those functionalities and/or services that those functionalities and/or services that so require, in which case it will be necessary to provide certain information through the forms provided for this purpose.

### **Rules of conduct**

The User undertakes to use the Website, its functions and the Service for lawful purposes and in accordance with the existing Terms and Conditions. In particular, the User undertakes not to send or disseminate, via this Website and its functions, unlawful, defamatory, libelous, profane, obscene, abusive or alarming content; not to use this Website and its functions to carry out actions that could damage ROIWARD's image and reputation or cause any other loss or damage to ROIWARD.

Furthermore, the User undertakes not to send communications containing advertising, unwanted and/or unsolicited material which could interfere with the functionality of the Website for third parties.

The User declares and guarantees that he/she always provides truthful, updated and complete data and information. In this regard, the User is responsible for providing his/her data correctly in the forms established on the Website.

### **Intellectual property rights**

This entire website and its content, including but not limited to its programming, editing, compilation and other elements necessary for its operation, designs, logos, text, graphics, images, photographs, trademarks, icons, color combinations or any other element, the structure and design, the selection and form of presentation of the materials included, and the software, links and other audiovisual or sound content, the graphic design and source codes necessary for operation, access and use, are the property of ROIWARD, or, where applicable, are licensed or expressly authorized by the authors, and may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed, or disseminated in any other way without express authorisation.

Any unauthorized use shall be considered a serious breach of the author's intellectual or industrial property rights.

## **Hyperlinks**

The Website contains hyperlinks to other Internet resources managed by ROIWARD's business partners and/or other third parties. The publication of hyperlinks on the Website is for information purposes and for the User's reference only and does not imply any acknowledgement or approval of their contents by ROIWARD. Furthermore, ROIWARD has no control over the content, information, services and/or products offered by such linked Websites. ROIWARD shall not be responsible for the truthfulness, accuracy and up-to-dateness of the information published on such Linked Websites. The User acknowledges that the use of such Websites is at the User's own risk.

The posting of a hypertext link and/or other Internet resource on the Web Site does not imply any business association, endorsement, sponsorship, recommendation and/or affiliation between ROIWARD and the operators of the linked Web Sites.

Access to this website does not grant Users any rights or ownership whatsoever over the intellectual or industrial property rights of its contents.

The User acknowledges and agrees that all copyright, registered trademarks and other industrial and intellectual property rights over the materials or content provided as part of the website belong to ROIWARD at all times or to those who have granted a license for their use. The User may make use of such material only in the manner expressly authorized by ROIWARD.

In the event that the User considers that there is any content on the website that could affect or contravene national or international legislation, the rights of third parties or morality and public order, please inform the website administrator immediately.

Users using this website do so at their own risk. ROIWARD, its partners, collaborators, suppliers and representatives shall not be held liable for any errors or omissions in the content of this website or any other content that may be accessed through it, nor shall they be held liable for any damages arising from the use of this website.

## **Privacy policy and information on the processing of personal data**

The information or personal data provided by the User will be treated in accordance with the provisions of the Privacy Policy and Cookies Policy. By using this Website, the User consents to the processing of such information and data and declares that all the information or data provided are true and correspond to reality.

## **Request for assistance**

If, as a Consumer or User, you require information and assistance in relation to the products or services offered through the Website, you can contact us through the support channels available on our websites.

## **Applicable law and jurisdiction**

The use of this website and contracts for the provision of services through this website shall be governed by Spanish law.

Any dispute arising out of or in connection with the use of the website or such contracts shall be submitted to the jurisdiction of the ordinary courts corresponding to ROIWARD's registered office, expressly waiving any other jurisdiction, provided that the applicable regulations do not establish a specific compulsory jurisdiction.

If the User is contracting as a consumer, nothing in this clause shall affect the rights recognised as such by current legislation. In the case of professionals and companies