

PLATFORM HIRING CONDITIONS

1. OBJECT

These are the general conditions which shall regulate all the hiring of services by the clients from Clarke, Modet y Cía. S.L., a Spanish company with address in Madrid (28002), calle Suero de Quiñones 34-36, 4ª planta and Tax ID Code B-83049189 (hereinafter ClarkeModet).

2. SCOPE

2.1 The scope of the services to be provided may be agreed with the client by means of a proposal or estimate. In case of discrepancy, the conditions of the proposal will prevail over these Platform Hiring Conditions and over the General Conditions.

2.3 ClarkeModet shall give access to the platform to those clients who have hired the corresponding file blocks and who are up-to-date with the payment of the corresponding annual license for use of the platform.

2.4 The services provided by ClarkeModet are provided exclusively for the client and may not be used by third parties.

3. LICENSE COSTS AND FILE BLOCKS

3.1 The fees for the provision of services shall be established with the client, which may be shown in the proposal or in an estimate.

3.2 The access to the platform entails the payment of an annual license which will be invoiced at the time of the signing of the contract and the cost of which has been duly accepted by the client in the proposal

3.3 Regardless of the payment of the corresponding license, the client may hire the hash blocks he/she wants, or in a special manner, hire a unit cost per hash.

3.4 In the event that the client hires a special cost per hash, i.e., he/she does not hire a file block, ClarkeModet will issue a monthly invoice corresponding to the number of Hashes consumed.

3.5 The rates corresponding to the license for use of the platform as well as to the hash blocks or the unit cost per hash, may be the object of review depending on the market and on the costs of the blockchain networks, therefore ClarkeModet will let its clients know of the new rates if they are modified.

3.6 The amounts indicated in the proposals, unless otherwise indicated, do not include taxes which will be applied at the time of invoicing.

3.7 The client undertakes to pay the amounts due within 30 days of the invoice date by means of a bank transfer to the account indicated for such purpose by ClarkeModet.

4. PROMOTION

4.1 ClarkeModet may use the logotype or identity of the client hiring the platform, for the sole purpose of promoting the services of ClarkeModet y more specifically those corresponding to the evidence registration platform. In any case, if the client does not wish his identity or logotype to be used for any circumstance, he/she may oppose said use, indicating it to the contact person of ClarkeModet or to the contact addresses existing in the platform.

4.2 The use of the image or identity of the client does not give any right of compensation to the client.

5. DURATION

5.1 The license for use is hired for annual periods which can be renewed automatically. In the event that the client does not wish to renew the license for use of the platform, he/she must indicate so one month (30 days) in advance.

5.2 The hashes are usually hired by file blocks selected or requested by the client via email. Therefore, once said blocks are used up, the client must hire a new block by means of the system considered to be appropriate (via email, via platform), so once each block is consumed the service is considered to be terminated until the new hiring of each block.

5.3 The client may terminate at any time the service provision relationship. The payment of the license made in the ongoing year in which the client terminates the contractual relationship, will not entail the return of any amount.

5.4 In the same manner as in the previous case, if the client wishes to terminate the contractual relationship and still has unused hired hashes, the latter will not be returned.

5.3 ClarkeModet reserves the right to refuse to provide services to the client at any time, undertaking to perform in such case the actions necessary to carry out an appropriate return of the hashes and of the corresponding certificates.

5.4 Nevertheless, this will not be an impediment for ClarkeModet to carry out the necessary actions to preserve its right to reclaim and/or liquidate the fees derived from the services provided until that time.

6. SUSPENSION OR TERMINATION OF THE PROVISION OF SERVICES

6.1 ClarkeModet may unilaterally decide on the temporary suspension or cessation of the provision of services, as well as the need of advance payment before carrying out any service for the following reasons:

- Non-payment by the client of all or part of the pending invoices in the established period

- Technical, image or solvency risk for ClarkeModet or for any of its other clients

6.2 In any of the previous cases, ClarkeModet shall not be responsible for the consequences that said suspension, cessation of the services may entail for the client.

6.3 The client shall continue to be responsible in any case for the pending payments or the payments which may be accrued for works carried out until the date in which ClarkeModet notified the client of said circumstances.

7. STORAGE OF THE INFORMATION AND RESPONSIBILITY

As established in the Conditions for Use, ClarkeModet shall not be responsible for the storage of the original files corresponding to the hashes, or for the non-alteration of said original files. ClarkeModet will do as much as possible to train the users so that they keep said files unaltered, either by means of training or by means of information provided in the operation of the platform.

ClarkeModet cannot guarantee the validity of the evidence certificates in administrative, legal or any other type of procedures. In the same way, ClarkeModet is not responsible, in order to provide evidence in administrative, legal or any other type of procedures, for it to be necessary to prepare an expert report certifying the validity of the evidence. However, ClarkeModet will do what is within its reach for said evidence to be admitted as valid

ClarkeModet cannot be responsible for the blockchain networks through which the Hashes are certified, therefore, ClarkeModet cannot be accountable to the users for the effectiveness of each blockchain network or for the availability at all times of said networks.

8. DATA PROTECTION (PRIVACY)

You may access the privacy policy at the bottom of the platform

9. CONDITIONS FOR USE OF THE PLATFORM

You may access the conditions for use at the bottom of the platform.

10. GENERAL HIRING CONDITIONS

In addition to these platform hiring conditions, in everything that is not contradicted, the General Hiring Conditions of ClarkeModet, accessible [here](#), are applicable.

11. APPLICATION OF CONDITIONS

11.1 The relationship between the client and ClarkeModet will be regulated by what is established in the service provision proposal, in these Platform Hiring Conditions, in the General Hiring Conditions and in the applicable laws.

11.2 The possible declaration of invalidity of any of the conditions included in said documents will not affect the full and valid application of the remaining conditions.

11.3 These Hiring Conditions must be understood without prejudice to the provisions of the advising proposal which, in the case of discrepancy, shall prevail over what is set forth herein.

11.4 These Hiring conditions prevail over the General Hiring conditions.

12. VALIDITY

These General Conditions are applied to the provision of services from January 1, 2020.

13. AMENDMENTS

ClarkeModet reserves the right to amend these Hiring Conditions at any time. They can be consulted at all times [here](#)

14. LEGISLATION AND JURISDICTION

14.1 The proposal and these platform hiring conditions will be regulated by Spanish laws.

14.2 The client and ClarkeModet expressly waive their own jurisdiction or any other which may correspond to them by law and, provided that it is allowed by the consumers and users law, submit to the jurisdiction of the Courts and Tribunals of Madrid for any actions and complaints that may be derived from the interpretation or execution of this contract, proposal or estimate, as well as from the provision of services.