

## Conditions for use of the PLATFORM

BEFORE ACCESING THE PLATFORM (HEREINAFTER, "THE PLATFORM"), PLEASE READ THIS DOCUMENT CAREFULLY, AS THE USE OF THE PLATFORM ENTAILS THE FULL ACCEPTANCE WITHOUT RESERVATIONS OF EACH AND EVERY ONE OF THE TERMS INCLUDED THEREIN. IF YOU DO NOT AGREE WITH THEM DO NOT ACCESS THE PLATFORM. LIKEWISE, THE ACCEPTANCE THEREOF CONFERS TO YOU THE STATUS OF AUTHORIZED USER, ALTHOUGH IT DOES NOT GIVE YOU ANY RIGHT OVER THE PLATFORM NOT CONTAINED IN THIS CONTRACT

### 1.- AUTHORIZATION FOR USE

Clarke, Modet y Cía., S.L., a company constituted in accordance with Spanish law, with business address in Calle Suero de Quiñones 34, Spain, with Tax ID Code B-83049189 registered in the Commercial Register of Madrid, Volume 16695, Book 0, Page 96, Section 8, Sheet M-284972, Entry 1 (hereinafter ClarkeModet), is the sole and exclusive proprietor of the rights existing over THE PLATFORM.

ClarkeModet hereby confers to you, hereinafter "User", a limited, non-transferable and non-exclusive license for the use of THE PLATFORM, according to the terms and conditions contemplated herein.

The User may access THE PLATFORM, make use thereof and generate the hashes corresponding to his/her digital files in accordance with what the user has hired.

This License does not confer any right for obtaining future versions, updates or complements of THE PLATFORM. Nevertheless, if updates, new versions or complements of THE PLATFORM are obtained, the use of said new versions or update shall be regulated by this contract and any amendment thereof, unless there are other conditions for the new versions, updates or complements, in which case said conditions shall be applied

### 2.- OPERATION, CONDITIONS FOR ACCES AND USE

#### Operation

The digital files used by a user for the registration of evidence are locally read by the user's browser and are not loaded in any way to ClarkeModet's servers. Only the digital fingerprint (hash) of the files (formed by an alphanumerical chain from which it is impossible to produce the original file) is transmitted to our server. This means that ClarkeModet can neither access nor have any access to the user's digital files intended for the registration of evidence.

The user is the sole responsible for the maintenance and preservation of the digital files that he/she processes digitally through the evidence registration system, as well as for the content thereof, and must maintain said digital files stored in their original electronic state, just as they are used for the derivation of

the digital fingerprint (cryptographic hash) transmitted to the platform. Any change in the original electronic files, however small, would lead to a different digital fingerprint. Likewise, the user is the sole responsible for the use of the Platform, and ClarkeModet will not assume any responsibility for the direct or indirect damage that may be caused by the inappropriate use thereof to the user or third parties.

The evidence registration system shall maintain the registrations of the user's digital files, in the selected chains (including but not limited to Minchain, Ethereum and/or Alastria). Nevertheless, ClarkeModet cannot always guarantee that they will always be accessible and shall not assume any responsibility if the digital fingerprint information published through its service is lost as a result of the disappearance of the network.

In the same way, ClarkeModet cannot guarantee the validity of the evidence certificates in administrative, legal or any other type of procedures.

### **Access of the Users – administrators**

The services offered through THE PLATFORM are reserved to the Users to whom ClarkeModet has provided a username and a password.

The user shall be provided with the codes of access to THE PLATFORM, undertaking to safeguard them, use them diligently, customize them, as well as to immediately notify ClarkeModet of any fact, such as theft, misplacement, or unauthorized access, which could allow the inappropriate use thereof, in order to immediately cancel them. ClarkeModet shall not be responsible for the consequences derived from the inappropriate use of the access codes or of the lack of skill in the use by the client.

The passwords of each user are non-transferable and their use by third parties is not permitted.

The process of access to THE PLATFORM through the name and password is considered to be a formalization of a legally binding contract between ClarkeModet and the user, in accordance with the terms of this document.

ClarkeModet can register users as administrators so that the latter can register as many users as they wish, and ClarkeModet shall not be responsible for the actions performed by the users registered by the administrators.

The user who accesses THE PLATFORM acknowledges that he/she has read and understood the terms and conditions of these conditions and that he/she agrees to comply with all its provisions, and acknowledges that he/she had read and accepted the privacy policy.

### **Conditions for use**

The access and use of THE PLATFORM confers to you the status of Licensee, which involves the acceptance of these Conditions for use in the version published at the time at which it is accessed. If you

do not agree with them, you must abstain from accessing THE PLATFORM or from using the services which are provided through it.

These Conditions for use of THE PLATFORM are regulated by the principles of legality and good faith, the user undertaking to use THE PLATFORM, as well as the information or services supplied in accordance with the Law, ethics and public order. The unauthorized use of the information contained in THE PLATFORM, its re-sale, as well as the damage to third party rights, will give rise to the legally established responsibilities.

ClarkeModet reserves the right to amend, at any time and without prior notice, the presentation, content and configuration of THE PLATFORM, as well as the Conditions for use thereof. Therefore, ClarkeModet recommends that the user read these Conditions for use carefully every time he/she accesses THE PLATFORM.

The transfer to third parties of any type and in any form of all or part of the information and/or contents contained to which the user may have access through THE PLATFORM is prohibited.

### **3.- INTELLECTUAL PROPERTY**

All the intellectual property rights over THE PLATFORM, as well as any other product or work that it may include, are the exclusive property of ClarkeModet, or where appropriate, of the third parties authorized by ClarkeModet for their exploitation, and is thus acknowledged by the user.

This Contract does not confer to the user any right over THE PLATFORM, beyond the right to its use, and can be revoked in accordance with these provisions.

In the event of violation of the laws in force on intellectual and industrial property, ClarkeModet may exert any actions that it considers appropriate in the defense of its interests.

In no case shall ClarkeModet be responsible for the violation of third party rights if it occurs as a consequence of a use of THE PLATFORM by the user contrary to the stipulations or instructions of ClarkeModet.

### **4.- RESTRICTIONS**

The user must use the Hired Services as any other product protected by copyright. The user shall not reveal or transfer or license, either by himself/herself or by means of his/her employees or agents, any right over the Hired Services, including the programs, applications, infrastructures, developments, components, contents, products and/or works and all the documentation attached thereto, or a part of them to any third party. Therefore, the user acknowledges and accepts that he/she may not, including but not limited to, with respect to the Hired Services, and the programs, applications, infrastructures, developments, components, contents, products and/or works and all the documentation attached thereto, belonging to ClarkeModet, as well as their respective works or developments:

- Reproduce, download, modify, decompile, reverse engineering, copy, translate or carry out derived works.
- Carry out any total or partial reproduction, even for personal use, by any means or under any for, either permanently or transiently, which is not necessary for the use thereof by the user in accordance with this Contract.
- Transmit any content or data that is illicit or involves an infringement of any intellectual property right.
- License, sell, rent, lease, lend, transfer, grant, distribute, redistribute, house, externalize, allow the shared use, place at the public's disposal through any means or in any other form commercially exploit or make available for any third party the Hired Services or the materials of ClarkeModet, except in the form expressly agreed between the parties.
- Modify and/or manipulate all or part of the Hired Services, and of the programs, applications, infrastructures, developments, components, contents, products and/or works, as well as any other documentation or material attached thereto, or use all or part thereof to create his/her own products, successive versions and/or any other work derived from the Hired Services.
- Prevent or disable any features or technological measures of protection of intellectual property rights.
- Eliminate warnings of reproduction rights and other property rights.

The user assumes the responsibility for the effective damages undergone by ClarkeModet due to the fraudulent use of the Hired Services, or illegal copy of the programs included in the Hired Services or of this information by the user's own employees, being under the obligation to adopt the necessary measures so that only the authorized persons have access to this protected information.

ClarkeModet is not responsible for the malfunctioning of THE PLATFORM in the event that the user has an incorrect computer infrastructure, failures in the electrical power supply, breakdowns in communications lines, failures in the server, incorrect interventions by third parties, computer viruses, lack of skill in the use of THE PLATFORM and any other cause unrelated to ClarkeModet.

## **5.- DATA PROCESSING**

### **5.1 Duty to inform the proprietor of the data**

The data which are considered to be of a personal nature provided by the user, as a result of the formalization of the contractual relationship, are the responsibility of ClarkeModet. Said data will be processed by ClarkeModet for the management of the contractual relationship established, understanding that the legal basis of said processing is the compliance of the contractual relationship and the administrative management thereof.

ClarkeModet will keep the data provided by the user while the contractual relationship causing its exchange is maintained or for the necessary years in order to comply with the legal obligations or to fulfill the responsibilities that may be derived from it.

The data provided by the user as a result of the maintenance of this contractual relationship are extendable, not only to the data of the signatories of this License, but also to the data that may be necessary for the attainment of the contractual relationship, such as for example other contact persons of the user company in order to be able to process any incidence, the data of users requested by the administrator, or any other circumstance for which it is necessary for ClarkeModet to process the data of the employees of the user.

ClarkeModet may send to the user information related to the activity of ClarkeModet, either to inform about novelties about their products or updates or to send information about services marketed by the company. The legal basis of the processing for this purpose is the legitimate interest of ClarkeModet, and the client may at all times communicate his/her desires to not receive this type of information.

Likewise, the user has the right to obtain confirmation of whether ClarkeModet is processing his/her personal data and, therefore, has the right to access his/her personal data, rectify the inaccurate data or request their elimination when the data are no longer necessary; he/she may also request the limitation in the use thereof and file the complaints in his/her best interest by going to the corresponding control authority. He/she must do so by sending a communication to ClarkeModet, Calle Suero de Quiñones, 34, 28002 Madrid or by email to [dpo@clarkemodet.com](mailto:dpo@clarkemodet.com)

## 5.2 Data processing by third parties

The Platform does not store data of a personal nature with the exception of the data of the user himself/herself. I.e. ClarkeModet will not process any data of a personal nature that is the user's responsibility and is contained in the "hashes" created by the user in the platform for the generation of the evidences in the digital files.

## 5.3 Data processing in the digital file hashing process

ClarkeModet does not store the digital files, but only stores the hashes corresponding to the digital files selected by the users and stored in their own devices or servers.

The digital files may or may not contain personal data, however ClarkeModet will not have access to them and will not process them, and will not pass personal data through the block chain networks, but only the hash corresponding to the file object of registration.

## 6.- GUARANTEE AND RESPONSIBILITY

ClarkeModet has adopted the necessary measures to ensure the correct operation of THE PLATFORM, nevertheless, ClarkeModet will not be responsible for the lack of availability of THE PLATFORM at a given time, either for technical reasons, system maintenance tasks, interferences, Internet service provider interruptions or for any other reason or failures which may occur in the access, operation and functionality of THE PLATFORM or in its services, or for the interruptions, suspensions or the malfunctioning thereof for reasons unrelated to ClarkeModet.

ClarkeModet excludes any responsibility for the damages of any nature which may be due to the lack of availability or of continuity of the operation of THE PLATFORM or its infrastructure, to the fraudulent use that the User may have given to THE PLATFORM or to the fallibility of THE PLATFORM.

ClarkeModet does not guarantee that the content of THE PLATFORM is free of defects, errors and/or viruses.

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 the 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.

In no case shall ClarkeModet be responsible for any direct or indirect damage that may occur as a result of the use of THE PLATFORM, including but not limited to the violation of third party rights, derived damages, loss or profits, or damages caused by the loss of data or defective operation.

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.

ClarkeModet shall not be responsible for the errors in operation or damages caused by the non-compliance of the user's own obligations, such as: the control of the access to THE PLATFORM for the purpose of preventing its manipulation and unauthorized or inexperienced persons, the prevention of viruses and defective programs as well as another reasonably applicable preventive measure.

ClarkeModet excludes with all the legally permitted extension any responsibility for the damages of any nature which may be due to the access to THE PLATFORM or to the services provided through it by unauthorized persons, to the knowledge that unauthorized third parties may have about the class, conditions, characteristics and circumstances of the use made by the Users of THE PLATFORM and of the services provide through it; to the transmission, dissemination, storage, placing at disposal, reception, obtaining or access to THE PLATFORM, its contents and the surveys made by the users of the Client, and in particular, although not exclusively, for the damages which may be due to:

- non-compliance with the law, ethics and the generally accepted good habits or the public order as a result of the transmission, dissemination, storage, placing at disposal, reception, obtaining or access to THE PLATFORM with respect to its contents;

- the infringement of intellectual and industrial property rights, of trade secrets, of contractual commitments of any class, of the right to honor, of personal and family privacy and to the image of the persons, of the rights of property and of any other nature belonging to a third party as a result of the transmission, dissemination, storage, placing at disposal, reception, obtaining or access to THE PLATFORM, with respect to its contents;
- the performance acts of unfair competition and illicit publicity as a result of the transmission, dissemination, storage, placing at disposal, reception, obtaining or access to THE PLATFORM, with respect to its contents;
- the lack of veracity, accuracy, comprehensiveness, relevance and/or updating of THE PLATFORM, with respect to its contents
- the inadequacy for any type or purpose and the disappointment of expectations generated by THE PLATFORM, with respect to its contents
- the non-compliance, delay in the compliance, defective compliance or termination for any reason of the obligations undertaken by third parties and contracts made with third parties through or because of the access to THE PLATFORM, with respect to its contents
- the flaws and defects of any type of the contents transmitted, disseminated, stored, placed at disposal or transmitted or placed at disposal in any other manner, received, obtained or which have been accessed through THE PLATFORM, with respect to its contents.

The user shall hold ClarkeModet harmless from any responsibility that may be derived from the complaints of third parties about the infringement of rights which may result from their use of THE PLATFORM.

The user and/or administrator shall be responsible for all the activities carried out with his/her user accounts and with the use thereof. The user shall be the sole responsible for the accuracy, quality, integrity, legality and reliability of his/her data, as well as for the intellectual property and the right to use them and ClarkeModet shall in no case be responsible for the elimination, correction, destruction, damages or the loss of the user's data or for the non-storage of said data

The user undertakes to not transfer the partial or total use that he/she has over THE PLATFORM, or to transmit in any way the right that he/she has over it by virtue of this Agreement, as well as to not disclose it, publish it or place it in any other manner at the disposal of other persons except for the authorized employees of the company.

## **7.- DURATION**

These conditions shall be effective from the moment in which the user accesses THE PLATFORM until the end of the commercial relationship between ClarkeModet and the user from which the use of THE PLATFORM by the Client is derived.

ClarkeModet reserves the right to refuse the user's access to THE PLATFORM, in the event that the user does not comply with any of the terms included in the conditions, by way of a non-limiting example,

fraudulent or incorrect use of THE PLATFORM, in which case the user undertakes to eliminate all the information or documentation related to THE PLATFORM that he/she may have in his/her possession, and without any right in the Client's favor being generated.

In the event of the end of the contractual relationship with the User, ClarkeModet shall return the information corresponding to the hashes generated by the user.

#### **8.- JURISDICTION AND APPLICABLE LAW**

This Contract shall be regulated in accordance with the applicable Spanish laws.

In the event that any provision of this License is contrary to the law, it shall be considered invalid, without this affecting or entailing the invalidity of the entire License.

In the event of doubts and/or differences in relation to its interpretation and/or effects, the parties agree to settle any discrepancy or conflict before the Courts of the city of Madrid, the parties waiving any other jurisdictions that may correspond to them.

The absence of complaint of any party in order to assert any of the rights given herein or the non-filing of a claim against the other party when there is any non-compliance of what is stipulated herein shall not constitute a waiver of said party in relation to a future complaint to assert the rights or file claims in the case of future non-compliances.