# **LEGAL NOTICE**

This notice and legal information regulate the use of the web platform service under the following name: Gamma, property of the commercial company GAMMA SOLUTIONS S.L.

Gamma is the commercial name of the above-mentioned web platform and the object of this legal notice. GAMMA SOLUTIONS S.L., as a provider of information society services is governed by the provisions of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce.

The web platform is the property of GAMMA SOLUTIONS S.L., which reserves the right to make, at any time and without prior notice, modifications and updates to the information and operation of the platform, or in the configuration and presentation of the same. Gamma holds all the copyrights on all the contents of the platform, either in its own right or by assignment or agreement with third parties.

By accessing this platform, including all its functions, it is accepted that GAMMA SOLUTIONS S.L. shall not be liable for any consequence, damage or harm arising from such access or use of the information on this platform or from access to other materials on the Internet through connections to this platform. Neither will it be responsible and the user accepts this for any errors or computer problems caused by viruses, worms, malicious software or other social engineering attacks (phising, pharming, trojans, etc.) that third parties may have maliciously placed on the servers, during the period of time until the reactive protection measures available to this entity are implemented. In the event of such an attack on the security of the platform and the protection of data is affected, the person responsible must notify the authority, in this case the Spanish Data Protection Agency, and the user of any possible attack on the privacy of their data within a maximum period of 72 hours.

If the user notices errors in the operation or strange behavior of the platform, he can send an email to privacidad@gammasg.com. Access to the contents of this platform by means of mechanized systems that are different from natural persons is prohibited, as they may cause Gamma damage by not being able to objectively measure the audiences.

The contents and information provided through Gamma comply with current legislation and are the property of GAMMA SOLUTIONS S.L. or acquired or operated with legitimate titles.

The use of the platform attributes the condition of user of the same and implies the express, full and unreserved acceptance of each and every one of the provisions included in this Legal Notice, in the Privacy Policy published by GAMMA SOLUTIONS S.L. after having been duly informed and, when accessing the content and functionalities of the platform, the modifications produced in this Legal Notice will be informed to the user about how these affect the processing of their data.

The User agrees to use the web platform, content and services in accordance with the Law, this Legal Notice, the privacy policy, good customs and public order. Similarly, the User undertakes not to use the platform or the services provided through it for purposes or effects that are illicit or contrary to the content of this Legal Notice, harmful to the interests or rights of third parties, or that in any way may damage,

disable or impair the platform or its services, or prevent normal enjoyment of the platform by other Users.

Likewise, the User expressly agrees not to destroy, alter, disable or in any other way damage the data, programs or electronic documents and others that are on the platform.

The User agrees not to introduce programs, viruses, macros, controls or any other logical device or sequence of characters that cause or are likely to cause any type of alteration in the computer systems of Gamma or related third parties.

The User accepts and declares to know this Legal Notice and Privacy Policy. Otherwise, the user must leave the web platform at this time.

The activity is not subject to any regime of prior administrative authorization, nor does it adhere to codes of conduct, except for good faith, custom and the Civil Code.

#### ADVERTISING

The Platform can host advertising content or be sponsored. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on the platform complies with the laws and consents that may be applicable in each case. Gamma will not be responsible for any error, inaccuracy or irregularity that may contain advertising content or sponsors. Nor shall it be liable for any damage to the sensitivity that advertising or other material may cause to users of the platform. For information on minors, please refer to the Privacy Policy.

# INTELLECTUAL AND INDUSTRIAL PROPERTY

All the contents of the platform, unless otherwise indicated, are the exclusive property of GAMMA SOLUTIONS S.L., and the advertising contents that can be hosted, will be the exclusive property of each advertiser.

By way of illustration, but not limitation, the graphic design, source code, logos, text, graphics, illustrations, photographs, developments, projects and other elements that appear on the platform are also and will remain the exclusive property of Gamma.

Likewise, all commercial names, brands or distinctive signs of any kind contained in the platform are protected by law.

Gamma does not grant any type of licence or authorisation for personal use to the User or visitor regarding their intellectual and industrial property rights or any other rights related to its platform and the services offered therein.

All rights reserved. The User acknowledges that the reproduction, distribution, commercialisation, transformation and, in general, any other form of exploitation, by any procedure, of all or part of the contents of this platform constitutes an infringement of the intellectual and/or industrial property rights of Gamma, and an offence under the Criminal Code.

# RESPONSIBILITY FOR THE USE OF THE PLATFORM

The User is solely responsible for the infringements in which he/she may incur or the damages he/she may cause by using the platform or its contents, and Gamma, its partners, suppliers, collaborators, employees and representatives are exonerated from any kind of responsibility that may arise from the User's actions.

Gamma shall use all reasonable efforts and means to provide updated and reliable information on the platform; however, it does not assume any guarantee regarding the absence of errors or possible inaccuracies and/or omissions in any of the content accessible through the platform.

#### USE OF COOKIES

Article 22.2 of the LSSI establishes that users must be provided with clear and complete information on the use of data storage and recovery devices and, in particular, on the purposes of data processing, in accordance with the provisions of the General Data Protection Regulations (GDPR) and Organic Law 3/2018 of December 5, on the Protection of Personal Data and Guarantee of Digital Rights. In this respect, cookies will be used. These are small files whose purpose is to remember the pages visited in order to facilitate future navigation. You can delete the cookies by selecting the option that your browser has for this purpose. You can delete all cookies at any time by selecting the option on your browser for this purpose.

As a user of this platform, you know and acknowledge that the cookies will be deposited, where appropriate, for the sole purpose of facilitating navigation in the information society service provided by the platform, not for additional purposes, so consent is not required. But in case of doubt, you know these purposes, you have received due explanation about what the cookie is and what it is for, and you give your consent to allow it to be deposited, always having available, as you know, the option of your browser not to allow them or to eliminate them at any time. If you do not consent, you must leave the platform at this time. In case you continue to browse, we consider that you accept its use.

# CHANGES TO THE TERMS OF USE

Gamma reserves the right to modify, develop or update at any time and without prior notice, the terms of use of this platform. If they are carried out, the User must be duly informed of them and how they affect the processing of his/her data, after which he/she must declare his/her express and unequivocal consent to continue using the services offered.

#### CONFLICT RESOLUTION AND COMPETENT JURISDICTION

All disputes arising from the application of this legal notice shall be settled before the Courts and Tribunals of the domicile of Gamma

In compliance with the duty of information contained in Article 10 of Law 34/2002 of July 11, Services of the Information Society and Electronic Commerce, the following data identifying the service provider through the Gamma platform is presented:

Company name: Gamma Solutions S.L.,

TAX IDENTIFICATION CODE: B 83239335

Address: Calle Acanto 22, planta 14, 28045, Madrid.

 $E\text{-}mail\ address:\ privacidad@gammasg.com}$