

THIS CONTRACT HAS BEEN TRANSLATED AUTOMATICALLY. FOR LEGAL PURPOSES THE ONLY VALID CONTRACT IS THE SPANISH VERSION

ACCOMMODATION CONTRACT WP TITIBATE

Ref. 260918

On the one hand, TITIBATE S.L. (hereinafter TITIBATE), with NIF: B26541987 and registered office at C/Piquete,2 - 5ªJ, Logroño, La Rioja (Spain). Limited Liability Company incorporated in Logroño before the notary Miguel Ángel Atance Posadas, registered in the Mercantile Registry of La Rioja in volume 814, folio 1, inscription 1 with sheet LO-17184.

On the other hand, the contracting party, a natural or legal person with sufficient legal capacity to assume obligations and rights, who after being informed of the characteristics of this service and understanding them, freely accepts them by providing the necessary data in the contracting section of TITIBATE, in accordance with current legislation.

Both parties, TITIBATE and Client, in proof of conformity of the commercial relation that unites them formalize the present contract written in Spanish.

CLAUSES

1. DEFINITIONS

TITIBATE: provider of Internet services. Mainly WordPress hosting.

Client or holder of the service: any natural or legal person who freely provides their data to TITIBATE to formalize a commercial or contractual relationship with it.

WordPress: (hereinafter WP) is an open source tool used to create websites, blogs or applications. For further information, please visit the following websites: <https://es.wordpress.org/> and <https://wordpress.org/>

WP TITIBATE Hosting: space in the servers where TITIBATE manages the own resources of the hosting service contracted by the Client, specifically equipped for use with WordPress.

WP Themes: are a collection of files that work together to produce a graphical interface with a unified design for a web or blog. A theme modifies the way the site is displayed, without modifying the underlying software. TITIBATE offers topics from various sources such as <https://themeforest.net> or <https://www.elegantthemes.com>

Plugins: are code components that are installed in WordPress to extend its standard functionality.

Demo Content: Automatically generated content for a Theme that can come pre-installed in a WP in order to simulate what the final appearance of a web page made with that Theme can look like.

Contract or General Conditions of Contract (GCC): document describing the provision of services by TITIBATE, contains all rights and obligations of the parties, as well as the characteristics of a service.

In some cases, the GCC may be complemented with Particular Conditions which, where applicable, shall prevail over those in which the GCC is incompatible.

Web TITIBATE: it is the electronic document elaborated by TITIBATE that contains the commercial information on resources, applications, characteristics and prices and it is lodged in the domain of the company <https://titibate.com>. In the event of differences between the provisions of these GTC and the website, the latter shall prevail with regard to commercial content.

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Control Panel: a tool owned by TITIBATE, housed in a secure area of its servers, and made available to the Client to manage the contracted services.

Security Certificate (SSL): provides a secure website, where information can be exchanged without risk, ensuring authentication, confidentiality and integrity of data transmitted over the Internet.

Visits: number of accesses to a WP. They are measured daily. The different IP addresses and browsers (User Agent) used are considered.

Space: space occupied by a WP, both in files hosted on the website and in its database.

2. OBJECT

This contract regulates the conditions applicable to the provision of a range of WP Hosting Services at the Customer's choice through TITIBATE in exchange for a price according to the characteristics specified, at all times, on the TITIBATE website.

3. WP HOSTING SERVICE OF TITIBATE

3.1 The TITIBATE WP Hosting Services included in these T&C are:

- WordPress Lite
- WordPress Standard
- WordPress Pro

3.2 The technical and economic characteristics of each type of service are, at all times, clearly determined on the TITIBATE website and set out in these Conditions.

3.3 Modifications to WordPress products shall be governed by the GTC.

3.4 The operation of each WP TITIBATE Hosting Service implies ownership of a generic (gTLD) or territorial (ccTLD) domain name linked to the TITIBATE servers. Domain names can be registered through TITIBATE or through any provider.

Domain names whose registration is requested through TITIBATE will always be registered in the name of the Client or in the name of the person or entity to which the Client wishes to attribute ownership. The costs for the registration of domain names will be fixed on the TITIBATE website at all times and for each type of domain name. With regard to the regulation of domain names, the regulation provided at the time of contracting by the provider <http://www.arsys.es/> will apply.

3.5 The functioning of the WP TITIBATE Hosting Service may or may not be associated with the ownership of a domain name owned by the Client.

- By default, TITIBATE will automatically associate a subdomain to each Service.
- The Customer can, free of charge, choose his own personalized subdomain of TITIBATE as long as it is not already occupied.
- After hiring, the Customer can assign a domain of their own to the Service. If the domain is contracted in TITIBATE, the DNS will be configured automatically. Otherwise, the Customer will have to modify the DNS entries of the same following the instructions provided by TITIBATE.

The name of the (sub)domain will be unique for each of the Hosting Services WP, not being able to share the same name two products of the same or different type at the same time.

TITIBATE shall not assume any responsibility for delays which, for reasons exclusively attributable to the Client or the supplier, occur in the registration or use of the contracted domain name.

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The cancellation of the WordPress product will not entail the cancellation of the domain name that may be associated with it, which the Client will have to process independently.

3.6 The WP Hosting Services come with a "Control Panel", from which the Client can administer them or associate a domain name to them. To access the Control Panel you will need a username and password.

3.7 WP Hosting Services are continuously updated. TITIBATE will make available to the Customer the latest versions of WP, Themes and Plugins. The Customer is responsible for updating it.

3.8 For WP TITIBATE Hosting Services that include a Security Certificate (SSL) as a resource, TITIBATE will handle the application, installation, management and renewal. The Security Certificates used by TITIBATE come from the LetsEncrypt website (<https://letsencrypt.org>).

TITIBATE will not assume any responsibility for delays that, for reasons exclusively attributable to the Customer or the Certifying Entity, occur in the use of the Security Certificate (SSL) contracted.

3.9 Each WP TITIBATE Hosting Service has Space limits and associated Visits. Also, all of them have a bandwidth limit of 100 Mbits/s and a Transfer of 100 GB/month.

In those cases in which the aforementioned limits are exceeded by the client, TITIBATE may offer to contract plans to expand resources or temporarily suspend the Service until its correction by the Client, in which case it will be restored the day after it has taken place.

4. CONTRACT DURATION

4.1 The contract comes into force immediately after duly completing the contract form. TITIBATE will activate the Service immediately provided that the Client complies with all the technical, economic and other requirements indicated for this purpose.

4.2 The duration of the service is indefinite.

4.3 The service may be cancelled for any reason, provided that the parties give 3 days' notice.

4.4 Upon termination of the contract, the Customer will lose all content of the Service. It is the Customer's responsibility to have a backup copy of it.

5. CHANGE OF SERVICE

5.1 The Client who has contracted a WP TITIBATE Hosting Service can change to another Service either with characteristics, resources and applications superior to the one already available or inferior.

5.2 If the change is made to a WP TITIBATE Hosting Service inferior in features, resources and applications will not be entitled to any refund, by understanding that you have cancelled the plan initially contracted prior to its termination.

6. PRICE AND METHOD OF PAYMENT

6.1 For the availability of the WP Hosting Service the Client must pay in advance to TITIBATE the price corresponding to each Service that is included in the corresponding annexes of the contract and are published on the web.

In any case the Customer, who appears as such on the form, is responsible for the payment of invoices even if a third party intervenes on behalf of the Customer, so that the responsibility for providing authentication data to a third party is solely and exclusively that of the Customer.

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6.2 If the Client exceeds the use of the resources and applications included in the contracted WP Hosting Service, he must change the service to a higher plan and pay for the resources and applications of this new Service.

6.3 The Customer who applies for domain name registration jointly with the registration of a WP Hosting Service must submit to the payment rules governing such products, contained in <https://titibate.com>

6.4 Method of payment: the payment of the WP Hosting Services and the resources contracted for them, both in their first contract and in its successive renewals, will be made in advance, through any of the forms of payment that TITIBATE offers for its products at the time of contracting: bank transfer, card or PayPal. The Client consents and authorizes TITIBATE to charge the corresponding amounts, according to the method of payment and the data indicated in the contract form.

The periodicity of payment of the WP Hosting Services is monthly or annual at the choice of the Client.

The price plans published on the website correspond to the monthly value that would correspond to the WP Hosting Services with a monthly or annual payment. The amounts mentioned on the website <https://titibate.com> do not include Value Added Tax (VAT). In any case, the Client will have to pay the VAT or Tax corresponding to the contracted products.

However, the billing of those extensions and additional services not included in the price of the WP Titibate Accommodation, will be made jointly, with the same periodicity and on the same date, that the WP Accommodation to which they are associated, for which, if necessary, its cost will be prorated in the first contract to adjust its collection date to that of the WP Titibate Accommodation Service.

The Client may subsequently modify, in those Services that allow it, the payment periodicity chosen. In no case will there be a refund of a previously paid amount.

At any time, the Client may modify the payment method and/or its associated data, requesting it through its Control Panel.

6.5 Titibate sends its invoices telematically with full legal validity, complying with current legislation on this matter and, therefore, guaranteeing the authenticity of the origin and the integrity of the content.

The Client, by accepting this contract, expressly consents to the sending of invoices relating to the Service which is the object of the same by telematic means, as indicated in the regulations in force on this matter.

6.6 In the event that the Customer wishes to make any query or request related to the billing and payment of the Service object of these GCC may be made from <https://titibate.com/es/soporte>

In addition, the Client will be able to access all his invoices issued from his Control Panel, allowing him to print and download them.

6.7 TITIBATE reserves the right to temporarily suspend the Service provided in the event of any incident experienced in the collection of the service and/or non-payment until the resolution of the same. If the Client does not proceed to payment after prior notice of the temporary suspension, the service will be definitively terminated due to breach of the Conditions by the Client, who will lose all data or content of the Service.

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Failure to pay for extensions and additional services, i.e. those not included in the price of the standard plans, will result in the interruption of the main WP Titibate Accommodation.

In the case of deactivation of a service due to non-payment, all its contents will be deleted. If this service is contracted again, all the data will have to be registered again.

6.8 The amount of the prices stipulated on the website may be subject to revision by TITIBATE. For changes in the prices stipulated will be as provided in the paragraph below.

If TITIBATE makes a change in the upward price of the WP Hosting Services, Clients will be notified of such change before they are affected by the change in the next invoice issued to them, so that if they do not agree to accept such change they may exercise the right to resolve these GCC without the need to pay any additional amount to TITIBATE for as long as they maintain their fee paid. At the end of the term of payment in advance (monthly or annual depending on the periodicity of payment of the affected WP Hosting Service) the CGG will be resolved and, therefore, your WP Hosting Service will be deregistered if its non-acceptance is maintained at the new price.

6.9 Those Clients who, in accordance with current Spanish legislation, are considered consumers and users may exercise their right of withdrawal during the first 14 calendar days after contracting the product.

To exercise the right of withdrawal, the consumer and user must send a request to info@titibate.com within 14 calendar days, counted from the time of recruitment, stating the following information:

- Their unequivocal willingness to exercise the right of withdrawal.
- The exact name of the Service you wish to desist from.
- The date on which you hired the Service you wish to desist from.
- The consumer and user may also use the model form for the exercise of the right of withdrawal, incorporated in Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, making it reach TITIBATE duly signed, in the period mentioned above, along with the photocopy of its NIF as a means to ensure unequivocally that it is a request that comes from the Client himself.

Once the request for withdrawal has been received, TITIBATE will send a ticket number as proof of receipt and in any case, provided that it has been correctly completed in all its terms, within the period legally entitled to do so, will proceed to process it by deregistering the corresponding Service and reimbursing the Customer the price paid for it within a maximum period of 14 calendar days since TITIBATE had received its request for withdrawal.

The Client must consider the exceptions that the Spanish legislation in force regarding consumers and users establishes for the right of withdrawal.

6.10 The price of WP Hosting Services does not include the price of templates, plugins or other payment elements that the Customer may purchase through WordPress or a third party.

7. OBLIGATIONS OF THE PARTIES

7.1 Both parties undertake to comply with all the terms of the Contract Terms that apply to them and must act faithfully and in good faith.

7.2 TITIBATE undertakes to offer the services optimally, endeavouring to ensure that they are provided in the safest possible manner, with the exception of incidents that may occur outside TITIBATE.

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7.3 TITIBATE cannot guarantee that the availability of the products and services contracted is continuous and uninterrupted, due to the possibility of problems in the Internet network, breakdowns in the servers and other possible unforeseeable contingencies beyond the control of TITIBATE.

The Client agrees to bear, within reasonable limits, risks and imperfections or unavailability of services, due to the technical complexity of the programs used and the multitude of possibilities of use available.

TITIBATE reserves the right to suspend, in whole or in part, compliance with these GCC (not providing the service) in the event that it warns, detects and / or checks in its maintenance work an excessive consumption of memory, CPU or any other alteration that slows down the server on which it is located, in such a way that damages or leads to a undermining in the provision of the service or the rights of customers or third parties that share it server.

For this purpose, TITIBATE will carry out a temporary suspension of the service. This circumstance will be notified to the Client to proceed to solve this alteration and if once restarted the service relapsed in such circumstance in a continuous way or in bad faith, we will proceed to a cancellation of the service without the right to return any amount, considering that there has been an abusive use of the WP Hosting.

In addition, TITIBATE reserves the right to block or remove, temporarily or permanently, without the need for prior notice to the Customer, one or more of the configuration parameters available in the Control Panel if a risk or vulnerability is detected for the security of the WP Hosting.

TITIBATE reserves the right to interrupt the contracted service due to technical repairs and maintenance of the equipment, as well as for the improvement of the services themselves, notifying the Client sufficiently in advance.

7.4 Access to and use of the WP Hosting is the sole responsibility of the Client, such that TITIBATE is not liable in any way (either directly or indirectly) for any direct or indirect damage that the Client may cause to third parties.

TITIBATE will not assume any responsibility for the actions that the users created and authorised by the Client could carry out. Similarly, TITIBATE will not be responsible for orders that have been executed in response to requests that such users may make through the Control Panel.

7.5 TITIBATE is not responsible for any errors that may occur as a result of updating the WordPress version or the plugins and templates included in the WP Hosting contracted by the Client, nor for any incompatibilities that may arise with other elements installed.

7.6 The Customer shall be solely responsible for updating the version of WordPress installed in its WP Hosting, as well as the templates, plugins and other WordPress elements.

TITIBATE shall not be liable for: i) any errors or incompatibilities that may arise as a result of an import of WordPress content made by the Client in its WP Hosting, ii) the version of WordPress installed iii) or the installation of new templates, plugins or other elements by the Client.

7.7 TITIBATE disclaims all liability for the consequences of the ineffectiveness of the Customer's e-mail address or failure to communicate the change of address may cause, as well as for disinformation alleged by the Customer due to its own negligence in keeping this data active.

It will be the responsibility of the Client to transfer these obligations to update the contact email address to the users authorised to access and execute actions from the Control Panel, as well as to respond to any consequence that may derive from its non-compliance.

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7.8 As a consequence of technological advances and with the exclusive purpose of guaranteeing the quality of the services and the security in the provision of the same, TITIBATE reserves the right to install on its servers and offer its Clients, the versions of operating systems, applications or functionalities it deems most appropriate at all times (preferably in Spanish language or in its absence, in English).

7.9 The Client is solely responsible for the use and conservation of the Control Panel user and password as they are the identifiers necessary for access to this tool and allow TITIBATE to contrast the authentication of the Client's access and facilitate the permission for actions requested from this tool. The use of these identifiers and communication, including to third parties, occurs under the sole responsibility of the Customer.

In the same way, the Client will be responsible for the actions and requests that the authorized users, to whom he had granted the necessary permissions, could carry out through the Control Panel.

7.10 Through the Control Panel, the Client will be able to make authenticated formalities in relation to its products and services, such as consulting its data, accessing invoices issued, making queries, updating versions of its WordPress, topics and plugins, suggestions or claims, etc.

7.11 Shared hosting resources are used in the provision of the service, as the same machine is shared with other products and services of Clients, there may be technical problems attributable to third parties and for which TITIBATE is not responsible.

Therefore, the Client expressly disclaims any liability, contractual or extra-contractual, damages to TITIBATE for failures, slowness or errors in access and use of the product contracted, without prejudice to the provisions of current legislation.

Notwithstanding the foregoing, should TITIBATE fail to comply with the commitments assumed in these GCC or, by providing an inefficient service for an uninterrupted period of more than 24 hours, TITIBATE's liability, provided that the nature of the product or service so permits, shall be limited to the refund of the money charged for the product or service during such interruption period.

7.12 In no case, TITIBATE accepts responsibilities derived from loss of data, business interruption or any other damage caused by the normal operation of the products, for not meeting the expectations of the Customer.

7.13 TITIBATE allows the Client to choose the desired language in their relations with it (Spanish or English). The language selected as preferred will be used by default to send invoices and messages to the Client, who will be able to modify it at any time from his Control Panel. The new language selected will then apply, without retroactive effect.

The GCC and/or promotional documents are published, accepted and sent to the Client only in Spanish language, regardless of the language of navigation or the language configured by default by the Client in its Control Panel, given that its legal interpretation will always be made in the original language of its drafting.

7.14 TITIBATE reserves the right to introduce security measures during the contracting procedure in order to avoid fraudulent or unauthorised contracting. TITIBATE will inform the Client of the same during the contracting process itself.

7.15 TITIBATE shall not be liable for, nor shall it accept any claim from the Client or third parties for the rejection of any legitimate email message as a consequence of the nature of the anti-

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spam systems, due, among other reasons, to competition with external technical means available to the Client itself.

7.16 TITIBATE shall not be liable:

- a) For the content hosted in the products, services contracted and the information transmitted and stored in their operations, for which the Client will be responsible.
- b) Of the errors produced by the access providers.
- c) Virus contamination on their computers, the protection of which is the responsibility of the Customer.
- d) From intrusions by third parties in the products contracted by the Client, even though Titibate has established reasonable protection measures.
- e) Defective configuration by the Client.
- f) The violation of intellectual or industrial property rights, or any other rights or legitimate interests that may arise from the use of the product contracted by the Client.
- g) Of that which is exclusively attributable to the Client.

7.17 Conditions of use of the contracted product: Use contrary to good faith is prohibited and, in particular, in a non-exhaustive manner:

- a) The use that is contrary to Spanish law or infringes the rights of third parties.
- b) The publication or transmission of any violent, obscene, abusive, illegal, xenophobic or defamatory content.
- c) The cracks, serial numbers of programs or any other content that violates intellectual property rights of third parties.
- d) The collection and/or use of personal data of other users without their express consent or in contravention of the provisions of Law 15/1999 of 13 December on the Protection of Personal Data.
- e) The use of the service for illicit purposes (spam, phishing, spreading viruses, or any other type of activity carried out with a sabotage, fraudulent or criminal intent).
- f) The access, modification or visualization of the configuration, structure and files of the servers of Titibate, being attributable to the Client the responsibility for any problem that could take place in the servers and security systems of Titibate as a direct consequence of a negligent action of the Client.

8. TERMINATION

8.1 The GCC will end when, in addition to the legally established causes and those provided for in the different clauses of these conditions, one of the following concurs:

- a) Mutual Agreement of the parties.
- b) End of the initial period of duration or of successive extensions.
- c) Termination for breach by either party of its obligations under the GCC.

8.2 If the Customer's breach is cause for termination of these conditions, as set out in clause 8.1.c, TITIBATE reserves the right to terminate these conditions early and, therefore, to dispossess the Customer of the WP Hosting contracted without notice and without the Customer having the right to compensation or refund of any amount.

8.3 In the event of termination or rescission of these conditions, for the reasons mentioned above or any other admitted in law, the Client must comply with the obligations assumed prior to the resolution of these conditions to TITIBATE and third parties.

9. INTELLECTUAL PROPERTY

9.1 TITIBATE owns all intellectual property rights and other rights necessary for the marketing of the contracted product.

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9.2 The Customer knows and accepts that for the use of this service must respect the programs and licenses of use of third parties made available by TITIBATE for the provision of the service, even if they were free. In this sense, by way of illustration but not exhaustive, it should be noted that Automattic Inc. owns the intellectual property rights to the WordPress content management software under the GPL licence, the content of which can be consulted at <https://www.gnu.org/licenses/gpl-2.0.html>

9.3 The Customer, by virtue of this contract, acquires absolutely no right to the contracted Service except for the temporary use thereof for the performance of this contract and only for the duration of this contract.

9.4 For any action that exceeds the performance of this contract in this matter the customer requires written permission from TITIBATE.

9.5 Responsibility for links. This website contains external links of content over which it has no influence. Therefore, it cannot assume any responsibility for such content. In all cases the provider or operator of the linked websites is always responsible for the content and accuracy of the information provided. Illegal contents are not evident at the time of linking, however, will take control of the linked pages. If we become aware of any illegal activity, we will immediately remove such links.

9.6 TITIBATE respects the rights of intellectual property owners. If you believe that any content infringes your intellectual property rights, you may notify the incident accompanied by the documentation evidencing the incident at the following address info@titibate.com, so that TITIBATE can take the necessary measures, if there is evidence of violation of the law.

If you believe that any content does not comply with the user guidelines, please complete our notice form.

10. DATA PROTECTION POLICY

10.1 In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter RGPD) TITIBATE, with NIF: B26541987 and registered office at C/Piquete,2 - 5ºJ, Logroño, La Rioja (Spain) treats, being the basis for legitimisation of this contract, the information provided by its customers, with the aim of providing them with the service requested, billing the same, responding to their queries, as well as commercial communications on the same or other similar by Titibate through any authorized to the effect, unless it expressly states its opposition. The client can modify his decision at any time.

In the case of sending an email or a communication of personal data through any other means, the purpose of the collection and processing of such data by Titibate is to respond to queries and requests for information that arise.

In relation to the "cookies" that Titibate uses in the navigation through its web pages (<https://titibate.com>), they are stored in the terminal equipment of the user and they gather information when visiting these web pages, with the purpose of improving the usability of the same ones, to know the habits or necessities of navigation of the users to be able to adapt to them, as well as to obtain information with statistical purposes. In the case of those users who are already clients of Titibate, the information obtained with the cookies will also serve for their identification when accessing the different tools that Titibate makes available to them for the management of the services. In any case, users can configure their browser in such a way that it disables or blocks the reception of all or some of the cookies.

The data provided will be kept for as long as the business relationship is maintained or for as long as necessary to comply with legal obligations. Titibate may keep such data duly blocked during the period in which responsibilities may arise from its relationship with the client.

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10.2 The data will not be transferred to third parties except in cases where there is consent or legal obligation. In this sense and in compliance with the provisions of Law 25/2007, of 18 October, on the conservation of data relating to electronic communications and public communications networks, Titibate informs the user that it will proceed to retain and conserve certain traffic data generated during the development of communications, as well as where appropriate, to communicate such data to the competent bodies provided that the legal circumstances provided for in the Act concur.

The addressees of the personal data collected by Titibate, in addition to that indicated in the previous paragraph, will be the following:

- The employees or collaborators themselves in the performance of their duties.
- Providers involved in the provision of services, where this is necessary for the provision of services.
- The judicial or administrative bodies, as well as the State Security Forces and Corps, in the event that Titibate is required under current legislation to provide information related to its clients and their services.
- Any others who due to the nature of the service must access the data provided with it.

Titibate works with partner companies, i.e. third parties acting as providers, to offer you a better quality of service; some of these providers, such as Google, have their domicile or infrastructures outside the EU. By this contract, the customer expressly acknowledges and accepts the performance of international data transfer to said organisation and, where applicable, other necessary ones. At any time, the client may contact Titibate to find out the identity of the subcontracted entities for the provision of the services indicated, which will act in accordance with the terms set out in this document.

10.3 Data subjects may at any time exercise the following rights recognized by the RGPD:

- Right of access. Users have the right to obtain from Titibate information on the processing of data concerning them and to obtain a copy of the same.
- Right of rectification. Users have the right to have their personal data rectified by Titibate in the event that they are inaccurate or incomplete.
- Right of suppression. Users have the right to have their data deleted when they are no longer necessary for the purpose for which they were provided or when the rest of the circumstances provided for by law concur.
- Right to limit treatment. Users have the right to request a limitation on the processing of their personal data, so that the processing operations that should correspond in each case are not applied to them, in those cases provided for in art. 18 of the RGPD.
- Right to portability. Users have the right to receive their personal data in a structured format, provided that such data are the sole responsibility of the user and have been provided by the user.

Users may exercise their rights by sending a request accompanied by their DNI or valid document proving their identity, addressed to Titibate C/ Piquete, 2 - 5ºJ Logroño (La Rioja) Spain, for the attention of the Commercial Department, specifying the right they wish to exercise or via e-mail to the mailbox info@titibate.com

Users and/or customers may contact the relevant local control authority if they consider that the processing of their personal data has not been carried out in accordance with current legislation, in Spain is the Spanish Data Protection Agency, whose contact details are available on its website.

THIS CONTRACT HAS BEEN TRANSLATED AUTOMATICALLY. FOR LEGAL PURPOSES THE ONLY VALID CONTRACT IS THE SPANISH VERSION

10.4. In accordance with article 28 RGPD and concordant, Titibate will process the personal data with respect to which the client holds the condition of responsible or in charge of the treatment, when this is necessary for the adequate provision of the contracted services. In the event that Titibate and all of its personnel act as the person in charge of the treatment, they do so in accordance with the terms indicated below:

10.4.1 Uses the personal data subject to processing, or those collected for inclusion, only for the purpose of this order. Under no circumstances may you use the data for your own purposes. The object, duration, nature and purpose of the existing data processing in the customer-Titibate relationship will be similar to that indicated in this contract in relation to the provision of the service.

10.4.2 Treats the data in accordance with the instructions of the controller.

10.4.3 Keep a written record of all categories of processing activities carried out on behalf of the controller, which it contains:

- a) The name and contact details of the processor(s) and of each processor on whose behalf the processor is acting.
- b) The categories of treatments carried out on behalf of each person in charge.
- c) A general description of the appropriate technical and organisational safety measures you are applying.

10.4.4 It will not communicate the data to third parties, unless it has the express authorisation of the data controller, in the legally admissible cases. If the person in charge wants to subcontract, he must inform the person in charge and request his prior authorization. In this sense, the client authorizes Titibate, in its capacity as treatment provider, to subcontract when necessary to enable the provision of contracted services in compliance with the obligations imposed by the RGPD. At any time, the client may contact Titibate to find out the identity of the subcontracted entities.

10.4.5 The client knows and accepts that Titibate may carry out, in its capacity as data processor, any of the following actions when they are necessary for the execution of the services: processing the data on portable devices, entry and exit of media and documents containing personal data, as well as, where appropriate, subcontracting to third parties, in the name and on behalf of the client, the services of storage, custody of backup copies, security and execution of data recovery procedures.

10.4.6 To maintain the duty of secrecy with regard to personal data to which it has had access by virtue of the present order, even after the end of the contract.

10.4.7 To ensure that persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the relevant security measures, of which they must be duly informed.

10.4.8 When the affected persons exercise their rights of access, rectification, suppression and opposition, limitation of the processing and portability of data before the Titibate, the latter must communicate this by e-mail to the address indicated by the data controller. The communication must be made without undue delay, together, where appropriate, with other information that may be relevant to resolving the request.

10.4.9 The data processor shall notify the data controller without undue delay and, where appropriate, the holder of the data via the e-mail address indicated by the data controller, of any breaches of the security of the personal data in his charge of which he has knowledge, together with all the relevant information for the documentation and communication of the incident.

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10.4.10 The operator shall make available to the operator all information necessary to demonstrate compliance with his obligations.

10.4.11 The manager shall implement the technical and organisational security measures necessary to ensure the continued confidentiality, integrity, availability and resilience of the processing systems and services, including but not limited to the following:

- Data encryption is used when it is necessary to extract personal data outside the environment where the processing is carried out.
- There is a policy of secure passwords for access to personal data stored in systems which, in addition to guaranteeing the confidentiality of the same, preventing them from being exposed to third parties, guarantees the univocal identification of the user.
- The software and devices are constantly updated, with firewalls and anti-virus software that guarantee, as far as possible, the theft and destruction of information and personal data.
- There are profiles with administration rights for the installation and configuration of the system and users without privileges or administration rights for access to personal data. This measure will prevent that in case of a cybersecurity attack, access privileges can be obtained or the operating system can be modified.
- Backups are made to ensure data availability.
- Periodically, a backup copy will be made in a second support different from the one used for the daily work. The copy will be stored in a secure place, different from the one in which the computer with the original files is located, in order to allow the recovery of personal data in the event of loss of information, thus guaranteeing the availability of the data.
- An inventory is made of media and registration of their entry and exit.

10.4.12 The data processor must return to the data controller the personal data and, if applicable, the media on which they are stored, once the service has been provided.

The return must include the total erasure of the existing data in the computer equipment used by the person in charge.

However, the processor may keep a copy, with the data duly blocked, as long as responsibilities for the execution of the service may arise.

10.5 Each party shall be liable for its own breach of contractual obligations and its own rules.

10.6 Titibate warns that, except for legal authorization, no customer can use the identity of another person or communicate their personal data, so the data provided must correspond to their own identity and be current, accurate and true. In this sense, the client will be solely responsible for any direct or indirect damage caused to third parties or to Titibate for failing to comply with this clause.

10.7 The customer who communicates personal data to Titibate declares to be of legal age, in accordance with the provisions of Spanish law, abstaining otherwise from providing data to Titibate. Any data provided about a minor will require the prior consent or authorization of their parents, guardians or legal representatives, who will be considered responsible for the data provided by the minors in their care.

11. APPLICABLE LAW AND COMPETENT COURTS

Spanish law shall apply to any matters not provided for in the Contractual Conditions, as well as to the interpretation and resolution of any conflicts that may arise between the parties as a result thereof.

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In case of discrepancy or divergence that could arise on the fulfillment or the interpretation of these conditions of purchase, the parts are submitted to the Courts and Tribunals of Logroño, renouncing to their jurisdiction in case of correspond another one except what is arranged by the regulation of consumers and users.

For the resolution of consumer disputes, in accordance with Art. 14.1 of Regulation (EU) 524/2013, we inform you that the European Commission provides an online dispute resolution platform which is available at the following link:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>