



CULMIA

Legal notice

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This legal notice (hereinafter, the “**Legal Notice**”) regulates the website www.culmia.com (hereinafter, the “**Website**”), whose owner is Culmia Desarrollos Inmobiliarios, S.L.U. (hereinafter, “the holder”).

1. Ownership of Website

- 1.1. The owner of the Website (“**the owner**”) with Company Tax No. B-67186999 and headquarters in Madrid, Calle Génova, 27, and e-mail for these purposes: info@culmia.com. The owner is duly registered in the Madrid Business Registry, vol. 37555, folio 18, sheet M669428. The owner provides services for different property developers who are the owners of the assets.
- 1.2. The information contained on the Website refers to the services offered by the owner in accordance with applicable regulations in Spain. The information contained on the Website is for informational purposes only, and in no way constitutes any obligation for anyone who accesses the Website (hereinafter, “**the User/s**”).
- 1.3. This Legal Notice regulates access to and use of the Website by Users and shall be complemented with any other legal texts that regulate any functionality, service, process, application, platform or means required for the use of the Website or the services described.
- 1.4. By accessing this Website, the User accepts this Legal Notice and declares and guarantees that the legislation and applicable regulations allow him/her to access the Website and that he/she will undertake the correct use of the Website in accordance with the laws, good faith, public order, uses of traffic and this Legal Notice. The User shall respond to the owner or to third parties, for any damages that may be caused as a result of the breach of the aforementioned obligation.

2. Users

- 2.1. For the purposes of this Website, the User is understood to be any natural or legal person who accesses and browses the Website. The condition of User implies the full and unreserved acceptance of each and every one of the provisions included in this Legal Notice, which may be modified. Access to the Website also implies that the User accepts that the aforementioned information applies to all subsequent access to this Website and that such subsequent accesses are subject to the disclaimers, risk warnings and other information included herein.

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3. Purpose and scope

3.1. The purpose of the Website is to offer Users information about the owner's services

3.2. For this, the owner grants a non-exclusive, non-sublicensable, or transferable license to Users to use the Website and its features, content and other available functions, which shall be subject to the rest of the Website's Legal Notice and to the applicable regulations.

4. Intellectual and Industrial Property

4.1. All intellectual and industrial property rights over the information, texts, data, graphics, design, photographs, designs, applications, tools, software, source codes, trademarks, trade names, signs and other contents of the Website are the property of the owner and/or its licensors. Therefore, its use, reproduction, transmission, transformation, modification, distribution, publication, or operation in any way by the User is prohibited, except as part of the Website service in accordance with the Legal Notice.

4.2. The User acknowledges and accepts that the use of the Website does not imply the transmission of any intellectual or industrial property rights, such as copyrights, trademarks, domain names, designs, patents, utility models, know-how or other rights about the Website; nor does it constitute any authorization for the creation of developments arising from the Website, except for the limited, non-exclusive, non-transferable and free use license granted to the Users of the Website in accordance with this Legal Notice.

4.3. In short, Users who access the Website can view the contents and make, where appropriate, authorized private copies provided that the items reproduced are not subsequently transferred to third parties, nor installed on servers connected to networks, nor subject to any type of operation.

4.4. The distribution, modification, transfer or public communication of the contents and any other document that has not been expressly authorized are prohibited.

4.5. At any time and for any reason, the owner may terminate the User's right to use all or any part of the Website. The User may not violate or attempt to violate the security of the Website.

5. Conditions of Access and Use

5.1. The User guarantees the authenticity and relevance of all the data communicated to the owner through the means of contact available on the Website and shall be solely responsible for any false or inaccurate statements made.

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5.2. The User expressly agrees to make appropriate use of the contents and services of the owner and the Website and, in particular, not to use them or distribute information through the Website to, amongst others:

- (a) Transmit or introduce into the network computer viruses or any other harmful component that damages, limits or harms the Website or any connected network or that interferes with its use by other Users, as well as carry out actions likely to alter, copy, spoil, interrupt, modify, decompile, disassemble, reverse engineer, or generate errors or damage to electronic documents, data or physical and logical systems of the owner or third parties; as well as granting licenses, leasing, selling, imitating, or hindering the access of other Users to the Website and its services.
- (b) Try to access the email accounts of other Users or restricted areas of the computer systems of the owner or third parties and, where appropriate, extract information.
- (c) Violate the rights of intellectual or industrial property (copyrights, domain names, brands, etc.), as well as violate the confidentiality of the information of the owner or third parties and the rights of protection of personal data.
- (d) Impersonate the identity of another User, of public administrations or of a third party.
- (e) Reproduce, copy, distribute, enable public access through any form of public communication, transform or modify contents, unless the User is authorized by the holder of the respective rights or it is legally permitted.
- (f) Collect data for advertising purposes and send advertising of any kind and communications for sale or other commercial purposes without prior request or consent.
- (g) Use the Website, or a part of it, on other private or commercial websites, as well as make commercial use of the Website; or establish hyperlinks to the Website or to any of its contents (unless expressly authorized in writing by the owner), refraining from making false, inaccurate or incorrect statements or indications about the owner, or include illegal content, contrary to good practise and public order.
- (h) Any other activities contrary to the law in force, this Legal Notice, morality, good practise or established public order, or for illicit, prohibited or purposes harmful to the rights and interests of the owner or third parties.

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5.3. The owner reserves the right to block access to certain services of the Website to any User in the event that they infringe the Legal Notice, the rights of third parties or applicable legislation.

6. Service and warranty exclusions. Liability

(a) Exclusions

6.1. The owner shall do everything reasonable to ensure the proper functioning of the Website. However, the owner cannot guarantee the availability of the Website or the absence of interruptions to the Service for the purpose of performing repair and/or maintenance of the Website or lack of coverage or faults in the equipment and/or the networks required for data transmission, which are beyond its control. The owner shall take the appropriate measures to reduce such interruptions.

6.2. Although the owner shall do everything reasonable in order that the information contained in the Website is accurate, correct and up-to-date, it should be understood that such information is only of a general nature and for a merely informative and unlimited purpose. In this sense, the owner does not guarantee the completeness, suitability, precision, timeliness, validity or completeness of this information and does not accept any related liability.

6.3. Similarly, the owner reserves the right to correct, improve or modify the Website and the information contained therein, when deemed appropriate and without prior notice, as well as to suspend access to it in order to perform maintenance or improvement activities, and is not being liable for the accuracy, insufficiency or authenticity of the information provided.

6.4. The owner excludes, to the extent permitted by applicable law, any liability for damages of any kind arising from:

- The impossibility of accessing the Website or the lack of veracity, accuracy, completeness and/or timeliness of the contents, as well as the existence of flaws and defects of all kinds of the contents transmitted, disseminated, stored and made available to those who have accessed them through the Website or the services offered.
- The presence of viruses or other elements in the content that may cause alterations in computer systems, electronic documents or user data.

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- Failure to comply with the laws, good faith, public order, use of traffic and this Legal Notice as a consequence of the incorrect use of the Website. In particular, and as an example, the owner is not responsible for the actions of third parties that violate intellectual and industrial property rights, business secrets, rights to reputation, personal and family privacy and the image itself, as well as the regulations in matters of unfair competition, data protection and illegal advertising.

(b) Owner warranty

- 6.5. The Website is presented as seen and the owner does not guarantee that the services shall be carried out uninterruptedly and without errors, nor does it guarantee the results obtained from the use of the service.
- 6.6. The owner provides the service without warranties of any kind, either express nor implicit, including, amongst others, ownership warranties or implicit warranties concerning the quality or suitability satisfactory for a specific purpose or of another type, except those implicit warranties and which may not be excluded, restricted or modified pursuant to the applicable legislation.
- 6.7. The Website does not monitor, in general, the use that Users make of the Website. In particular, the owner does not guarantee under any circumstances that Users use the Website in accordance with the law, this Legal Notice, morals, generally accepted good practise and public order, nor that they do so diligently and prudently.
- 6.8. All conditions, warranties or statements that are not expressly stated in this Legal Notice are excluded to the extent permitted by applicable legislation.

(c) Linked sites

- 6.9. This Website may contain links to other websites and incorporate information and/or services obtained from third parties, in order to facilitate the User's access to the information of collaborating or sponsoring companies. The owner declines any responsibility regarding the information contained in these external links that is outside this Website and is not managed directly by the owner.
- 6.10. The User understands that these other websites are independent from the Website and that the owner does not exercise any control over them, is not responsible for their content, their operation or the transmission received from those third parties and shall not assume any responsibility for any loss or damage in connection with the use or reliance on the content, goods or services available on the site or resource. The only function of these links is for informational purposes, for the convenience of the

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User, it being the User's responsibility to read and accept the terms of use and privacy and cookie policies published on the linked websites or applications referred to.

(d) User Warranties

6.11. The User uses the Website at their own risk and expense. By accessing the Website, the User agrees to use it in accordance with the applicable legislation and regulations and to accept this Legal Notice and all its conditions. The User shall be solely responsible to the owner and/or to third parties, for any damage or loss that may be caused as a result of breach of the aforementioned obligation. In this sense, the owner is not responsible for any damage or alteration in the User's equipment as a result of the use of the Website and is exempt from any responsibility.

6.12. The User is solely responsible for ensuring that their computer system has all the relevant technical specifications required to use the Website.

7. Data protection and cookies

7.1. The owner is committed to the protection of the personal data of its Users and therefore shall only use them in accordance with the provisions of the Privacy Policy included in the Website.

7.2. This Website uses cookies to manage navigation and other functions of the Website. Users will find information in relation to the use of their own and third-party cookies in the Cookies Policy of the Website.

8. General provisions

(a) Clause invalidity

8.1. If any provision or condition of this Legal Notice becomes or is declared illegal, invalid or unenforceable, for any reason, such a condition or provision shall be considered eliminated without prejudice to the applicability of the rest of the provisions of this Legal Notice.

(b) Modifications

8.2. The owner reserves the right to modify or update the information contained herein in the Legal Notice, at any time, when it deems it convenient and without notice, and it not liable for the accuracy, insufficiency or authenticity of the information provided.

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8.3. The owner shall publish the new version of the Legal Notice on the Website each time it changes. The User shall be informed, once they access the Website again, of any change in the terms of this Legal Notice.

(c) Jurisdiction and applicable laws.

8.4. The Legal Notice is governed by Spanish law.

8.5. Any dispute that may arise as a result of the use of the Website or the Legal Notice shall be submitted to the competent courts of the city of Madrid and, in the case of a User acting as a consumer, to the court under whose jurisdiction the User/consumer address falls.

The User, if acting as a consumer, may also submit any dispute arising from or related to this Legal Notice to an alternative conflict resolution procedure ("ADR"). The list of ADR platforms available from the European Commission can be consulted via the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.