

## LEGAL NOTICE

Last update: October 2024

### 1. OBJECT

**TEMBEZA INTERNATIONAL, S.L.U.** (hereinafter, "**TEMBEZA**," "**we**," "**our**," "**us**"), aims to offer you, as a user (hereinafter, the "**User**," "**you**," "**your**"), a secure experience and service on our website located at <https://tembeza.com/> (hereinafter, the "**Website**").

To this end, we have implemented this Legal Notice to comply with Law 34/2002, of July 11, on Information Society Services and Electronic Commerce ("**LSSICE**"), to regulate your access, navigation, and use of the Website, and to inform you of your rights and obligations regarding the content displayed on it and the responsibilities that may arise from its use. Furthermore, it is important to note that we adhere to the regulations established by REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016, concerning the protection of natural persons regarding the processing of personal data and the free movement of such data, and which repeals Directive 95/46/EC (hereinafter, the "**GDPR**") and Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights ("**LOPDGDD**"), which provides comprehensive protection for personal data.

In line with the above, we inform you that access, navigation, or use of the Website implies your express and unconditional acceptance of all the terms of this Legal Notice, having the same validity and effect as any contract made in writing and signed. However, **TEMBEZA** reserves the right to modify the presentation, configuration, and content of the Website, as well as this Legal Notice, so we recommend reviewing it constantly.

### 2. IDENTIFICATION

- **Owner:** TEMBEZA INTERNATIONAL, S.L.U.
- **Registered office:** Moll Barcelona S/n, World Trade Center P.2 Ed.sur 08039, Barcelona, Spain
- **Tax ID:** B67356253
- **Registration details:** Commercial Registry of Barcelona, Volume 47742, Folio 91, Sheet number B-529139, Registration 1<sup>st</sup>
- **Email:** [rgpd@tembeza.com](mailto:rgpd@tembeza.com)

### 3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

**TEMBEZA** is the owner or has the corresponding licenses for the intellectual, industrial, image, or any other analogous rights over the Website, as well as all the contents offered on it, including, but not limited to, the source code and programming, designs, navigation structure, photographs, illustrations, logos, brands, graphics, interfaces, or any other information or content included therein.

It is strictly prohibited to modify, copy, distribute, frame, reproduce, republish, download, extract, display, publish, transfer, or sell, in whole or in part, any content from the website without prior written authorization from **TEMBEZA**. As a User, you only have a non-exclusive right of use, strictly domestic, to navigate and enjoy our services through the Website in accordance with this Legal Notice.

**TEMBEZA** reserves the right to take legal action it deems appropriate in the event of unauthorized use of the information contained on the Website, as well as any harm to the intellectual property rights of **TEMBEZA**.

### 4. WEBSITE USAGE RULES

Accessing or using the Website for illegal or unauthorized purposes, whether for economic gain or not, is not permitted and will be your sole responsibility. In particular, and without limitation, the following actions are prohibited:

- (i) Use the Website in any way that may cause damage, interruptions, inefficiencies, or defects in its operation, as well as on third-party devices;

- (ii) Use the Website for the transmission, installation, or publication of viruses, trojans, worms, logic bombs, malicious code, or other harmful programs or files;
- (iii) Use the Website to transmit material for advertising or promotional purposes, including spam, chain emails, automated communications, or similar;
- (iv) Use the Website in a manner that violates the rights of **TEMBEZA** or any third party;
- (v) Use the Website to transmit or publish any defamatory, offensive, racist, degrading, threatening, or disturbing material that may harm, hurt, or simply affect any person;
- (vi) Use the Website to collect personal data from other users;
- (vii) Use the Website unlawfully, contrary to good faith, morals, and/or public order;
- (viii) Unauthorized access to any section of the Website, to other systems or networks connected to it, to any server of **TEMBEZA**, or to the services offered through the Website by hacking, spoofing, password extraction, or any other illegitimate means;
- (ix) Publish content in inappropriate areas of the Website; and
- (x) Carry out any action that causes an excessive or unnecessary saturation of the Website's infrastructure, or of **TEMBEZA**'s systems or networks, as well as of the systems and networks connected to the Website.

Failure to comply with any of the aforementioned obligations may result in **TEMBEZA** taking appropriate measures under the law and in the exercise of its rights and obligations.

Regarding the rules of interaction between users, comments, messages, publications, or similar content that may be included on the Website, the obligations established in this section of the Legal Notice will apply. **TEMBEZA** has the authority to delete comments and contributions that attack the dignity of individuals, are discriminatory, xenophobic, racist, or harm the welfare of young people or children, public order, or safety, or are deemed inappropriate for publication, provided **TEMBEZA** has credible evidence of such circumstances. In any case, **TEMBEZA** is not responsible for the opinions expressed by any user through the publication spaces integrated into its Website, chats, or other participation tools.

If the User becomes aware of the publication of any inaccurate, outdated, false information, or of the existence of any illegal content or any violation of intellectual property rights, applicable data protection laws, and/or any other rights, they must immediately notify **TEMBEZA** (rgpd@tembeza.com) so that appropriate measures can be taken.

Furthermore, **TEMBEZA** reserves the right to suspend, modify, restrict, or interrupt, temporarily or permanently, access, navigation, use, hosting, and/or downloading of content and/or use of the services of the Website, with or without prior notice, to users who violate any of the provisions detailed in this Legal Notice, without the possibility of claiming compensation for this reason.

## 5. RESPONSIBILITIES AND WARRANTIES

**TEMBEZA** cannot guarantee the reliability, usefulness, or truthfulness of all the information contained on the Website, nor the usefulness or truthfulness of the content made available to users through it. Consequently, **TEMBEZA** does not guarantee or assume responsibility for:

- (i) The continuity of the contents of the Website;
- (ii) The absence of errors in said content;
- (iii) The absence of viruses, trojans, worms, logic bombs, and/or other malicious or technologically harmful components on the Website or on the server that provides it;
- (iv) The invulnerability of the Website and/or the impossibility of breaching the security measures adopted therein;

- (v) The lack of usefulness or performance of the contents of the Website;
- (vi) The failures of the Website caused by any type of attack on its servers or those of third-party service providers of **TEMBEZA**, as well as technical or security failures in the system of any of these providers that hinder the operation of the Website;
- (vii) Any technical failure of any kind that hinders, delays, or prevents the correct functioning of the Website;
- (viii) The damages or losses caused, to themselves or to a third party, by any person who violated the conditions, rules, and instructions established by **TEMBEZA** on the Website or by breaching security systems.
- (ix) The damages or losses caused, to themselves or to a third party, by any person who violated the conditions, rules, and instructions established by **TEMBEZA** on the Website or by breaching security systems.

## 6. LINKING POLICY

**TEMBEZA** does not authorize the publication of any link redirecting to the Website on other websites that contain illegal, illicit, degrading, obscene materials, information, or contents contrary to the law, morals, public order, or generally accepted social norms. **TEMBEZA** does not have the authority or technical means, nor human resources, to know, control, or approve all the information, content, products, or services provided by other websites that publish links redirecting to the Website. Consequently, **TEMBEZA** will not assume any responsibility for any aspect related to the websites that publish such web links.

In any case, **TEMBEZA** reserves the right to prohibit links that redirect to the Website and request their removal when they do not meet the conditions stipulated in this section.

## 7. USER SUPPORT SERVICE

You have a user support service at your disposal, through which **TEMBEZA** will address the inquiries, complaints, and suggestions you raise. You can access the customer service through the following contact email:

- Email: [rgpd@tembeza.com](mailto:rgpd@tembeza.com)

We will respond to your complaints or inquiries as soon as possible and, in any case, within a maximum period of one (1) month.

## 8. CONFIDENTIALITY, DATA PROTECTION, AND COOKIES

In accordance with the provisions of the GDPR, LOPDGDD, and LSSICE, all personal data provided during the use and access to the Website will be processed in accordance with our [Privacy Policy](#) and [Cookie Policy](#), which you must read and, if applicable, accept.

## 9. SAFEGUARD CLAUSE

All the clauses of this Legal Notice should be interpreted independently, and the rest of the clauses will not be affected in the event that one of them is declared null by a judicial ruling or a final arbitration decision. The affected clause or clauses will be replaced by others that preserve the intended effects of this Legal Notice.

## 10. INDEMNIFICATION

To the extent permitted by law, you agree to defend, indemnify, and hold us harmless, including our respective directors, officers, advisory board members, employees, partners, representatives, successors, and assigns, from any loss, liability, claim, or demand, including reasonable attorneys' fees and other legal costs, brought by third parties as a result of your use of the Website.

## 11. APPLICABLE LAW AND JURISDICTION

The applicable regulations will determine the laws that should govern and the jurisdiction that should be competent for relations between **TEMBEZA** and its users. However, whenever such regulations allow the parties to submit to a specific jurisdiction, for any litigation arising from or related to this Website, the current Spanish legislation at the time of the dispute will apply. Additionally, to the fullest extent permitted by law, **TEMBEZA** and its users, expressly waiving any other jurisdiction to which they might be entitled, submit to the Courts and Tribunals of the city of Barcelona.

## **12. OTHER LEGAL TEXTS**

This Legal Notice is complemented by the [Privacy Policy](#) and the [Cookie Policy](#). The foregoing is without prejudice to any other regulation or legal text that may need to be added, supplemented, or taken into account in compliance with the provisions of the current legislation at any given time.

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