

TERMS AND CONDITIONS AND USE

1. Introduction

This document (hereinafter, the "Terms"), as well as those mentioned in it, establishes conditions that govern the use of the following website: <https://echodigitalhub.com/>

Please read these Terms, Legal Notice and Privacy Policy (collectively, the "Data Protection Policies") carefully before using this Website.

By using this website users expressly consent to be bound by these Terms and our Data Protection Policies, so if users do not agree with them they should not use this website. If users have any questions regarding the Data Protection Terms or Policies, they can contact us via email.

2. General conditions between ECHO and the user:

The user undertakes to use the contents of our website in accordance with the Law and the general and particular terms and conditions of the services offered by ECHO at all times, and must refrain from using them to:

- Carry out illegal activities, contrary to good faith, good customs, morality or public order.
- Carry out activities that constitute an infringement of the intellectual property regulation or any other rule of the applicable legal order.
- Reproduce, duplicate, sell or exploit for commercial purposes any content on the Website
- Disseminate content of a racist, xenophobic, pornographic nature, in support of terrorism and/or that violates or is contrary to human rights.

3. It is indicated that the **Data Controller** is the company ECHO DIGITAL HUB, S.L. provided with C.I.F. B02672483, with address Carrer de Provença, 339, 08037, Barcelona and e-mail dpo@echodigitalhub.com for the purposes of exercising the rights of access, rectification, cancellation and opposition provided for in the Law .

4. Users declare that all information provided is true, complete, accurate and updated in compliance with Regulation (EU) 2016/679 of the EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights.

5. ECHO reserves the right to withdraw or rectify access to our Website, so we will not be liable if our services occasionally cease to be available or access is only provided for certain parts of our Website.
6. ECHO is the owner of the intellectual and industrial property rights and has obtained the corresponding authorisations or licenses for the exploitation of the domain name, trademarks and distinctive signs and any other content published on this website.

Through this document we inform that no intellectual or industrial property rights are transferred on this website or any of its component elements, being expressly prohibited to the customer the reproduction, transformation, distribution, public communication, making available, extraction, reuse, forwarding or use of any nature or by any means or procedure, of any of them, except in cases where it is legally permitted or authorised by the holder of the corresponding rights.

The User must respect at all times all intellectual and industrial property rights on the contents of this website. Unauthorised use of the contents of this website may violate intellectual or industrial property legislation and other applicable laws.

The contents of this website, including designs, text, images and source code (together referred to as the "Content"), are protected by intellectual and industrial property rights. In no way may the Content be used, reproduced, copied or transmitted in any way without the prior written and explicit permission of the owner.

7. Any dispute arising out of the interpretation or performance in relation to the validity, understanding, execution or termination of this contract shall be submitted to the exclusive jurisdiction of the Spanish courts and tribunals. However, consumers are entitled to all the rights granted to them by the legislation in force in this regard.
8. The sending and forwarding of data made by the user through the Web or the information that the user submits, is protected by the most modern electronic security techniques. Likewise, the data provided and stored in our databases are also protected by security systems that prevent unauthorised third parties from accessing them. We make our best efforts to have the most up-to-date systems for the effectiveness of these security systems.
9. Links to other websites that appear in ECHO are offered for information purposes only, so ECHO is not responsible for the products, services or content offered or supplied on the landing pages located in another domain.
10. Our recommendations and/or value judgments about the services and/or content, as well as the announcement of promotions, must be considered by the user as a good faith forecast, without them being necessarily considered as factual statements, nor as part of any contract with the user.
11. ECHO will not be responsible for failures in the functioning of the portal, as well as for the interruption, delays, slowness, loss or disconnections in communications and transmission of

messages. ECHO does not guarantee nor is responsible of the continuous, constant and uninterrupted operation of the portal.

12. Users must not misuse this Website by introducing viruses, Trojans, worms, logic bombs or any other technologically harmful or damaging program or material. Nor shall they attempt to gain unauthorised access to this Website, the server on which this page is hosted or to any server, computer or database related to this Website. Likewise, Users agree not to attack this Website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with the above shall entail the release of such actions to the competent authorities to impose sanctions of any kind provided for in the current legislation and we will cooperate with authorities to find out the identity of the attacker.

We shall not be liable for any damage or loss that results from a denial-of-service attack, viruses or any technologically harmful or damaging program or material that may affect users' computer, computer equipment, data or materials as a result of the use of this Website or the downloading of content from it to which it redirects.

ECHO reserves the right to withdraw or rectify access to our Website, so we shall not be liable if our services occasionally become unavailable or access is only provided for some parts of our Website.

13. It is indicated that the Responsible for the data treatment is the commercial company ECHO DIGITAL HUB, S.L., with address at Carrer de Provença, 339, 08037, Barcelona and email dpo@echodigitalhub.com for the purpose of exercising the rights of access, rectification, cancellation and opposition established in the Law.

14. The Terms and Conditions of Use may be modified at any time, so users should review the Terms frequently and become aware of any changes we may make.