

LEGAL NOTICE

1. OBJECT

This legal notice regulates the use of the application BITMINDER owned by MONTIEGO MANAGERMENTS, S.L. (hereinafter, THE OWNER OF THE APP).

The use of the Application confers on you the status of USER and implies your full and unreserved acceptance of all the terms and conditions published in this legal notice, where the said terms and conditions may be modified without prior notification by THE OWNER OF THE APP, in which case they will be published and notified as far in advance as possible.

You are therefore advised to read the contents carefully if you wish to access and make use of the information and services offered in this APP.

The user is also obliged to make correct use of the APP in accordance with law, good faith, public order, good traffic practices and this Legal Notice, and shall be liable to the OWNER OF THE APP or to third parties for any damages caused as a result of breach of this obligation.

Any use other than that authorized is expressly prohibited and the OWNER OF THE APP may deny or withdraw access and use at any time.

2. IDENTIFICATION

In compliance with Law 34/2002 of 11 July on Information Society Services and Electronic Commerce, THE OWNER OF THE APP hereby informs you that:

- Its corporate name is: MONTIEGO MANAGERMENTS, S.L.
- Its tax number (CIF) is: B93679132
- Its registered office is: Av. Pilar Calvo, S/N, Edificio La Rotonda, Local 6 - 29660 - Marbella - MÁLAGA
- MÁLAGA Companies Registry Vol. 5826, Ledger 4733, Folio 217, Section 8, Page MA150116.

3. COMMUNICATIONS

To communicate with us, we offer the following means of contact:

- Tel. 951319329
- Email: info@montiego.com

All notifications and communications between users and THE OWNER OF THE APP will be considered effective for all purposes when they use any of the means given above.

4. CONDITIONS OF ACCESS AND USE

The APP and its services are free of charge. However, THE OWNER OF THE APP may condition the use of some of the services offered in its APP to prior user registration.

The user guarantees that all data communicated to THE OWNER OF THE APP is authentic and up to date and will be solely responsible for any false or inaccurate statements made.

The user expressly undertakes to make appropriate use of the contents and services of the application and not to use them for the following, *inter alia*:

- a) Dissemination of criminal, violent, pornographic, racist, xenophobic or offensive content or content that advocates terrorism or, in general, content contrary to the law or public order.
- b) To introduce computer viruses into the network or proceed in ways that could alter, spoil, interrupt or generate errors or damage to the electronic documents, data or physical and logical systems of THE OWNER OF THE APP or third parties; to hinder access by other users to the APP and its services through the massive consumption of the computer resources through which THE OWNER OF THE APP provides its services.
- c) Attempt to access other users' email accounts or restricted areas of THE OWNER OF THE APP's or third parties' computer systems and, where appropriate, extract information.

- d) Violate the intellectual or industrial property rights or violate the confidentiality of the information of THE OWNER OF THE APP or third parties.
- e) Impersonate other users.
- f) Reproduce, copy, distribute, make available to publish, transform or modify the contents, unless you have the authorisation of the owner of the corresponding rights or it is legally permitted.
- g) Collect data for advertising purposes and send advertising of and communications for sales purposes or other commercial purposes without the addressees' prior request or consent.

All the contents of the APP, such as texts, photographs, graphics, images, icons, technology, software, graphic design and source codes make up a work belonging to THE OWNER OF THE APP and none of the exploitation rights for the said contents may be understood to have been transferred to the user beyond what is strictly necessary for the correct use of the APP.

In short, users who access this APP may view the contents and, if necessary, make authorized private copies provided that the elements reproduced are not subsequently transferred to third parties or installed on servers connected to networks and are not exploited in any way.

Similarly, all the marks, names and distinctive signs of any kind that appear in the APP are the property of THE OWNER OF THE APP, where the use of or access to the same shall not give the user any right over them.

The distribution, modification, transfer or publication of the contents and any other act not expressly authorized by the owner of the exploitation rights are prohibited.

The establishment of a hyperlink does not imply in any case the existence of relations between THE OWNER OF THE APP and the owner of the website on which it is established, nor acceptance and approval of the contents or services of the said website by THE OWNER OF THE APP.

THE OWNER OF THE APP declines all liability for how each user uses the materials made available in this APP or for their actions on the basis thereof.

4.1.EXCLUSION OF WARRANTIES AND LIABILITY FOR ACCESS AND USE

The content of this APP is of a general nature and is for information purposes only, and access to all the content is not fully guaranteed. It is also not guaranteed as being complete, correct, valid, up to date or suitable or useful for a specific purpose.

To the extent permitted by law, THE OWNER OF THE APP declines all liability for damages of any kind arising from:

- a) The impossibility of accessing the APP or the fact that the contents thereof are not truthful, accurate, complete and/or up to date, or that there are faults and defects in the contents transmitted, disseminated, stored, made available or accessed through the APP or the services offered.
- b) The presence of viruses or other elements in the contents that may alter the user's computer systems, electronic documents or data.
- c) Failure to comply with the law, good faith, public order, traffic regulations and this legal notice as a result of improper use of the APP. In particular and by way of example, THE OWNER OF THE APP declines all liability for the actions of third parties who violate intellectual and industrial property rights, business secrets, rights to honour, personal and family privacy and own image, as well as regulations on unfair competition and illegal publicity.

Furthermore, THE OWNER OF THE APP declines all liability for information outside this APP that is not managed directly by the owner. The function of the links appearing in this APP is exclusively to inform the user of the existence of other sources that may extend the content offered by this APP. THE OWNER OF THE APP does not guarantee or assume liability for the operation or accessibility of the linked sites; nor does he suggest, invite or recommend visits to the sites. Therefore, the said party declines all liability for the results obtained. THE OWNER OF THE APP declines all liability for the establishment of hyperlinks by third parties.

4.2.PROCEDURE IN THE EVENT OF UNLAWFUL ACTIVITIES

Should any user or third party consider that there are facts or circumstances that reveal the illicit nature of the use of any content and/or the performance of any activity in the APP, included in or accessible by means of the same, they must notify THE OWNER OF THE APP, duly identifying themselves and specifying the alleged infringements.

4.3.PUBLICATIONS

The administrative information provided via the APP does not replace the legal publicity of laws, regulations, plans, general provisions and acts that have to be formally published in the official journals of public administrations, which are the only documents that attest to their authenticity and content.

5. APPLICABLE LAW

These terms and conditions will be governed by Spanish law.

The language used will be Spanish.