TEREIKO TERMS & CONDITIONS

WEBSITE & PLATFORM

Please read these terms and conditions (the "Terms and Conditions") carefully before accepting them or using Tereiko's Platform.

These Terms and Conditions constitute a binding agreement between the professional or the legal entity represented by such professional (the "Customer") and TEREIKO LMP SL (the "Company" or "Tereiko" and, together with the Client, the "Parties"), a company duly incorporated under the laws of Spain, with registered office at Avinguda de Salou, 79 Reus, Tarragona, Spain 43205, and holding Spanish Tax Identification Number (N.I.F.) B888703269. By accepting these Terms and Conditions, the Client represents and warrants that it is entering into or accepting them in its own name and on its own behalf (where acting as a professional) or in the name and on behalf of the Client, and that it has sufficient authority and legal capacity to bind and accept these Terms and Conditions in the name and on behalf of the Client.

These Terms and Conditions, together with the Privacy Policy and Cookies Policy executed between the Parties, and any other associated documents or regulations, shall be collectively referred to as the "Agreement."

These Terms and Conditions apply to and govern the access to and use of the Software and the Services. By accepting these Terms and Conditions and/or using the Services, the Client acknowledges that it has read them and agrees to their full content.

1.Purpose

1.1. The purpose of this document is to regulate the general terms and conditions of use and contracting governing access to, browsing and use of Tereiko's website, understood as the public portal providing information and commercial presentation of its products and services (hereinafter, the "Website"), as well as access to and use of Tereiko's digital platform, which is accessible on a restricted basis by means of prior registration and intended for the provision of training and learning-management services, together with the acquisition by users of the products and/or services offered through both environments (hereinafter, the "Platform").

1.2. For the purposes of these Terms and Conditions:

"Customer" means the professional or legal entity represented by such professional that enters into a contractual relationship with Tereiko for the provision of the Services and holds the main account on the Platform.
"Users" means any natural persons authorized by the Customer to access and use the Platform under the Customer's account.
"Services" means the services provided by Tereiko to the Customer through the Website and/or the Platform under a Software as a Service (SaaS) model, including access to the Platform, its functionalities, user management, training content management, analytics, artificial-intelligence-enabled features and technical support, as applicable under the contracted subscription plan.

1.3. The Customer shall be solely and fully responsible for the access and use of the Platform by the Users authorised under their account, including compliance with these Terms and Conditions and the Privacy Policy, as well as any internal regulations of the Customer applicable to its employees and collaborators. The Customer shall ensure that all Users are aware of and accept these Terms and Conditions before using the Platform.

1.4. The Terms and Conditions constitute a binding agreement between the Customer and Tereiko as from the moment the Customer ticks the relevant acceptance box and completes the registration or contracting process enabled on the Platform. The Customer represents that they have read, understood and fully accepted their content and that they have sufficient legal capacity to be bound thereby and, where applicable, to act on behalf of the entity they represent.

1.5. These Terms and Conditions govern both the use of the Platform and the contracting of the different plans, licenses or associated services that may be available from time to time. Any matter not expressly provided for herein shall be deemed reserved to Tereiko, without prejudice to the preferential application of the applicable laws at any given time.

1.6. Certain functionalities of the Platform use artificial intelligence and machine-learning technologies provided by third parties. By using such functionalities, the Users accept that their inputs and outputs may be processed by such providers under the terms set out in the Privacy Policy. The use of AI-enabled functionalities shall in all cases be subject to the acceptable-use rules and liability limitations established in these Terms and Conditions.

1.7. The Users and the Customer expressly acknowledge that the outputs generated by artificial-intelligence functionalities are probabilistic in nature, may contain inaccuracies, omissions or errors, and do not constitute verified, complete or definitive information.

1.8. The Customer remains solely responsible for reviewing, validating and assessing any outputs generated by artificial-intelligence functionalities before relying on or using them for any purpose. The Customer acknowledges that such functionalities are provided exclusively as support or assistance

tools and do not constitute professional advice, guidance or substitute for human judgment.

1.9. Tereiko does not guarantee the accuracy, correctness, legality, compliance, suitability or fitness for a particular purpose of any output generated through artificial-intelligence functionalities and shall not be liable for any decisions, actions or omissions taken by the Customer or Users based on such outputs.

1.10. Tereiko may amend, update or revise these Terms and Conditions at any time in order to adapt them to legislative, technical or operational developments or to changes in the services provided. In the event of material amendments, Customers shall be informed in advance through the Platform or by electronic means. Continued use of the Platform or contracting of new services after the entry into force of such amendments shall be deemed to constitute full and express acceptance of the new Terms and Conditions. If the Customer does not agree with the amendments introduced, they may cease using the Platform and terminate the contractual relationship in accordance with these Terms and Conditions.

1.11. In order to contract Tereiko's services, Customers must be of legal age (18 years or older) and have full legal capacity to contract under Spanish law or any other law that may be applicable to them. The Platform is primarily intended for legal entities and professionals acting within the scope of their business or professional activities, without prejudice to the existence of Users designated by such entities.

1.12. Users shall only access the Platform through authorizations generated by the Customer, which shall be solely responsible for granting and managing permissions.

1.13. The contracting process and communications arising from it shall be in Spanish or English, without prejudice to the possible availability of additional languages in the future.

2.Account registration

2.1. Access to the Platform requires the prior creation of a client account by the Customer. Registration shall be carried out through the forms provided on the Website or on the Platform itself, and accurate, complete and up-to-date information must be supplied at all times. The person completing the registration represents, under their sole responsibility, that they have sufficient authority and legal capacity to contract on behalf of the Customer they represent.

2.2. Activation of the account and use of the Platform is subject to express acceptance of these Terms and Conditions, which shall be deemed accepted upon ticking the corresponding box and completing the registration or contracting process, as set out in Clause 1.4.

2.3. The Customer may review, modify and correct the information entered in each step of the procedure through the editing features enabled on the Website and/or the Platform. The Platform incorporates technical mechanisms designed to detect and allow the correction of data entry errors. These mechanisms are limited to technical and/or formal validations (e.g., email format or telephone number structure/length) and do not, under any circumstances, imply verification of the accuracy, truthfulness or correspondence of the data entered, which shall be the responsibility of the Customer/Users.

2.4. The Customer shall be responsible for ensuring that all Users authorized under its account are aware of and comply with the obligations set out in

these Terms and Conditions, including, without limitation, those relating to access credentials, permitted use of the Platform, content obligations, confidentiality, intellectual property, data protection, acceptable use rules and any other applicable provisions of the Agreement.

2.5. Once the relevant subscription has been contracted, the Customer may create, manage and delete User accounts within the technical or usage limits arising from the applicable plan. The allocation of profiles, permissions and access levels within the Platform shall be the sole responsibility of the Customer holding the account, who shall be fully liable for any use made of the Platform by Users.

2.6. Tereiko shall not, under any circumstances, be liable for any inaccuracy, falsity or lack of updating of the data provided by Users during the authorization process or thereafter. Users shall be solely responsible for keeping such data updated and for any consequences arising from failure to do so.

2.7. Access credentials are personal and non-transferable. Shared use of credentials by different Users is strictly prohibited.

2.8. The Customer shall implement appropriate technical and organizational measures to preserve the confidentiality of access credentials and shall immediately notify Tereiko of any suspected loss, theft or unauthorized access to accounts.

2.9. The data provided during registration and use of the Platform shall be processed in accordance with the provisions of the Privacy Policy and the applicable data-protection laws.

2.10. To the extent permitted under applicable data-protection and privacy laws, Tereiko may carry out limited and proportionate monitoring of certain usage and feedback data to operate, maintain, secure and improve the Platform and the Services. Such monitoring will be carried out as necessary for the execution of the agreement and on the basis of Tereiko's legitimate interests in improving the Services.

2.11. Where Tereiko intends to carry out proactive feedback or monitoring actions that involve direct interactions with Users, Tereiko will request and obtain the User's prior explicit consent through the relevant interface mechanism.

3.Account cancellation

3.1. The Customer may cancel its account at any time through the tools made available on the Platform. Such cancellation will result in the deactivation of access and the inability to continue using the contracted services, without prejudice to any outstanding payment obligations or to any obligations which, by their nature, are intended to survive termination of the contract. Customer data shall be processed in accordance with the Privacy Policy and the applicable legislation.

4.Prices, payment and invoicing

4.1. Prices

The applicable price shall be that which appears at any given time on the Website or Platform in connection with the service selected.

Prices will be shown prior to contracting and will include, where applicable: indirect taxes (including VAT or equivalent taxes), applicable surcharges or discounts, additional charges associated with optional services or payment methods.

All amounts will be shown to the Customer in an itemized manner before the contracting process is finalized.

The details of each service and the final prices shall be made available in the "Pricing" section of the Website (currently accessible at https://tereiko.com/pricing), which Tereiko may amend or relocate at its discretion in accordance with these Terms and Conditions.

4.2. Payment and invoicing

To complete payment, the Customer must first provide accurate billing information and select one of the payment methods enabled by Tereiko.

Indirect taxes will be applied in accordance with the rules governing the place of supply and depending on whether the Customer is established.

Once the subscription has been successfully contracted and payment authorized by the relevant financial institution, the Customer will receive an email containing details of the services acquired, the total price and applicable taxes.

Payments are processed through secure payment gateways that operate using SSL or equivalent security protocols. Tereiko does not store complete payment card data.

The contract will only be considered perfected once Tereiko has received confirmation of payment. If the transaction is refused or incomplete, the

contracting process will be suspended and the Customer will be informed that the transaction has not been completed.

Invoices will be issued electronically and sent to the email address provided by the Customer. By accepting these Terms and Conditions, the Customer expressly consents to electronic invoicing. Customers who wish to receive a paper invoice may request one by contacting Tereiko and providing a valid postal address.

In accordance with applicable tax legislation, invoices may not be modified after issuance. Invoices will be issued in the name of the person or entity identified as the contracting party, and the Customer is responsible for ensuring that the billing information provided is correct.

5.Services and subscription plans

5.1. Tereiko offers different service plans and modalities that allow access to and use of the Platform depending on the needs of each Customer. Each plan may differ in the number of authorized users, available functionalities, storage capacity, integrations, customization options and levels of support.

5.2. The contracting of any plan grants the Customer only a limited, non-exclusive and non-transferable right to use the Platform for the duration of the subscription, solely for internal business purposes.

5.3. The services and plans currently available are described below.

Free Plan

The Free Plan is a simple and convenient way to explore the Platform and launch your first learning experiences with no commitment.

User limit: up to 5 users.

Growth Plan

The Growth Plan is intended for companies wishing to implement a learning management solution in a swift and standardized manner. This plan may be contracted directly through the Website, without the need for a prior commercial process.

The financial terms, usage limits and specific characteristics of the Growth Plan shall be those displayed on the Website at the time of contracting.

User limit: unlimited.

Pro Plan

The Pro Plan is an advanced option for organisations that require enhanced features, greater flexibility and the ability to manage learning at scale.

The financial terms, usage limits and specific characteristics of the Pro Plan shall be those displayed on the Website at the time of contracting.

User limit: unlimited.

Enterprise Plan

The Enterprise Plan is aimed at organisations requiring a higher degree of functional customisation, scalability or integration with corporate systems.

This plan is not contracted directly online and requires prior commercial contact and, where appropriate, the execution of a specific agreement. Any amendments to the terms of such agreement shall be negotiated directly between the Company and the Customer.

The technical, functional and financial terms and conditions of the Enterprise Plan shall be defined on an individual basis with each Customer.

User limit: customisable (no predefined limit).

5.4. The electronic document in which the service or subscription is formalized will be made available to the Customer through their private area on the Platform, where it may be accessed or downloaded at any time.

5.5. Subscription plans are contracted for a recurring billing period of thirty (30) days, unless otherwise expressly agreed in writing between the Parties. Access to the Services shall commence on the activation date of the subscription. Subscription fees are the fixed price of the contracted plan for each billing period, as displayed at the time of contracting.

5.6. Unless the Customer cancels the subscription in accordance with these Terms and Conditions, subscriptions shall automatically renew for successive billing periods of equal duration. By contracting a subscription, the Customer expressly authorizes Tereiko to charge the applicable fees for each renewal period using the selected payment method.

5.7. Except where expressly agreed otherwise in writing, all fees paid or payable under the subscription are non-refundable, including in cases of early cancellation, partial use of the Services or non-use of the Platform during

the billing period, except in cases where the Customer is legally deemed to have the status of a consumer and the mandatory rights applicable under consumer-protection legislation apply.

5.8. If any payment is rejected, reversed or not successfully processed for any reason, Tereiko reserves the right to suspend or limit access to the Services until full payment is received. Where payment failure persists, Tereiko may terminate the subscription upon prior notice, without prejudice to its right to claim any outstanding amounts owed by the Customer.

5.9. Tereiko reserves the right to modify, expand or withdraw plans, prices or functional features for technical, legal or operational reasons. Where such changes affect services already contracted, the Customer shall be informed in advance within a reasonable period so that they may either accept the new terms or terminate the contract in accordance with these Terms and Conditions.

5.10. Tereiko makes a customer support service available to the Customer for queries relating to access, use of the Platform and management of contracted subscriptions. Users may contact Tereiko through the following channel: Email: contact@tereiko.com.

5.11. Tereiko will respond to queries, complaints or requests received within a reasonable period of time, taking into account the nature of the issue raised and the service level applicable to the subscription contracted by the Customer.

5.12. Tereiko reserves the right to verify, by technical or other reasonable means, the Customer’s compliance with the applicable subscription plan, including the number of authorized Users, usage limits and licensed features. If Tereiko reasonably determines that the Customer has exceeded the

contracted limits (including, without limitation, the number of Users), Tereiko may require the Customer to regularize the situation by upgrading the subscription plan or paying the corresponding additional fees, without prejudice to any other rights or remedies available under this Agreement.

6.Website and platform

6.1. Through the Website, information is provided on the company, its functionalities, subscription plans, contracting conditions and contact details, and it may include forms for requesting commercial information, demonstrations or initiation of the contracting process.

6.2. The Platform is a technological solution offered under a Software as a Service (SaaS) model, enabling companies to manage learning and professional development activities for their employees through tools for the creation and management of training content, user administration, progress monitoring, analytics, assessments and other services associated with learning management.

6.3. The Platform may include optional gamification functionalities, such as points, rankings or rewards systems. The configuration and implementation of any incentive scheme shall be the exclusive responsibility of the Customer. Tereiko does not deliver prizes or incentives and does not assume any liability arising from internal reward policies adopted by the Customer.

6.4. Access to the Platform is restricted and requires prior registration by the Customer and the creation of authorised User accounts. Users may only access the Platform once they have been previously registered or authorized by the Customer holding the subscription, and they shall in all cases act under the sole responsibility of such Customer.

6.5. The products and services offered through the Website and the Platform may be contracted by the Customer in accordance with these Terms and Conditions and, where applicable, with any specific terms applicable to each plan or service.

6.6. All communications between Tereiko and the Customer relating to contracting, account administration or operation of the services shall preferably be made by electronic means, either through the Platform itself or via the e-mail addresses provided for such purpose.

6.7. Users undertake to use the Website and the Platform in accordance with the law, public order and these Terms and Conditions, refraining from any fraudulent or abusive use of the services.

6.8. The Customer is solely responsible for any content it uploads or makes available through the Platform. By providing such content, the Customer (and, where applicable, its Users on its behalf) affirms, represents and warrants that:

a) it is the creator and owner of such content or has the necessary licenses, rights, consents and permissions to use it and to permit its use;

b) such content, and its use pursuant to this Terms and Conditions, does not and will not (i) infringe, violate or misappropriate any thirdparty right (including intellectual and industrial property, trade secrets, privacy, image or publicity rights), (ii) slander, defame or otherwise unlawfully harm any person, or (iii) cause Tereiko to breach any applicable law or regulation; and

c) such content could not reasonably be deemed unlawful, objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, discriminatory or otherwise inappropriate or contrary to public order or applicable law.

Tereiko may remove or disable access to any content that it reasonably believes breaches this clause or applicable law.

6.9. Tereiko does not control, review or actively monitor content as a matter of course, and has no general obligation to monitor or to seek facts indicating unlawful activity. Accordingly, Tereiko may not become aware of all content or conduct that breaches these Terms and Conditions or applicable law.

6.10. The Customer shall implement reasonable internal controls and policies to prevent fraudulent, abusive or unlawful use by Users. It is prohibited, among other things, to (i) share credentials between different people; (ii) allow unauthorised access; (iii) upload content that infringes the rights of third parties or applicable regulations; (iv) use the Platform for purposes unrelated to the Customer's professional activity; and (v) attempt to decompile, alter or interfere with the Platform or its security measures.

6.11. The Customer remains solely responsible for all content and activities carried out through the Platform. To the maximum extent permitted by applicable law, Tereiko shall not be liable for (i) any Customer content, (ii) any unlawful or infringing use of the Platform by the Customer or its Users, or (iii) any failure to detect such content or conduct prior to receiving a sufficiently substantiated notice or otherwise obtaining actual knowledge.

6.12. Upon obtaining actual knowledge or awareness of specific illegal content (including through a sufficiently precise and substantiated notice from a third party or a competent authority), Tereiko will act promptly to remove or disable access to such content in accordance with applicable law.

7.Service availability, maintenance and force majeure

7.1. Tereiko shall use commercially reasonable efforts to ensure the availability of the Platform on a continuous basis.

7.2. Tereiko reserves the right to perform scheduled maintenance, updates or improvements to the Platform, which may result in temporary interruptions or limitations of service availability. Where reasonably possible, Tereiko shall provide prior notice of planned maintenance through the Platform or by electronic means.

7.3. Tereiko may temporarily suspend access to the Platform, without prior notice, where necessary for security reasons, risk mitigation, emergency maintenance, data protection, prevention of cyberattacks, or to address vulnerabilities that could compromise the integrity, confidentiality or availability of the Platform or Customer data.

7.4. The Customer acknowledges that the Platform is provided under a SaaS model and that Tereiko may modify, replace or upgrade its technical infrastructure, hosting environment or underlying systems, provided that such changes do not materially and adversely affect the core functionality of the Services.

7.5. The Customer acknowledges that the availability of the Platform may depend on third-party infrastructure providers (including cloud hosting and connectivity providers). Tereiko shall not be liable for service interruptions, degradation or unavailability caused by failures, outages or incidents attributable to such third parties beyond Tereiko's reasonable control.

7.6. In the event that the performance of this Agreement, including any obligation set forth herein, is restricted, hindered or rendered impossible for either Party as a result of any act or circumstance of Force Majeure (as defined in this clause), the affected Party shall notify the unaffected Party as

soon as reasonably possible and, in any event, within forty-five (45) days from the occurrence of the Force Majeure event, of the impossibility to perform such obligations, identifying the affected obligations, the Force Majeure event and the estimated duration of the delay.

For the purposes of this Agreement, "Force Majeure" shall mean any unforeseeable and exceptional event or circumstance beyond the reasonable control of the Parties that prevents either Party from performing any of its obligations under this Agreement, provided that such event is not attributable to error or negligence and could not have been avoided even by exercising due diligence, including, without limitation, wars, riots, strikes, electronic sabotage, cyberattacks, fires, revolutions, invasions, uprisings, pandemics and/or natural disasters.

8.License

8.1. Subject to these Terms and Conditions and to the Customer's obligation to pay the Price as provided for in this Agreement, during the term of this Agreement the Company grants the Customer a limited, revocable, non-sublicensable and non-transferable license to use the Tereiko IP (the "License"), subject to and in accordance with these Terms and Conditions. This License is granted solely for the purpose of enabling the Customer to use the Platform as permitted under these Terms and Conditions. No license or rights are granted to the Customer other than the licenses and rights expressly granted under these Terms and Conditions.

8.2. The scope and nature of the License granted under Clause 8.1, including whether it is exclusive or non-exclusive, may vary depending on the subscription plan contracted by the Customer or on the existence of a specific written agreement between the Parties. In the absence of such

express written agreement, the License shall be deemed non-exclusive in all cases.

9.Confidentiality

9.1. Each Party undertakes to keep strictly confidential any Confidential Information of the other Party to which it may have access in connection with this Agreement.

9.2. For the purposes of this Agreement, “Confidential Information” means any information, data or content, whether technical, commercial, operational, financial or otherwise, disclosed or made available by one Party to the other, including, without limitation: business information, customer or employee data, analytics, reports, training materials, proprietary content uploaded to the Platform, and any non-public information relating to the Platform or the Services.

9.3. The receiving Party shall: (i) use Confidential Information solely for the purposes of performing this Agreement, (ii) not disclose such Confidential Information to any third party except to its employees, contractors or service providers who need to know it for the performance of this Agreement and who are bound by confidentiality obligations no less restrictive; and (iii) apply reasonable technical and organizational measures to protect Confidential Information against unauthorized access, disclosure or misuse.

9.4. Confidential Information shall not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known by the receiving Party prior to disclosure; or (iii) is required to be disclosed by law or a competent authority, provided that prior notice is given where legally permitted.

9.5. These confidentiality obligations shall survive termination of the Agreement for a period of five (5) years, or for as long as the information remains confidential under applicable law.

10.Intellectual property

10.1. Tereiko shall own and retain all rights, title and interest in and to any intellectual and industrial property rights held prior to this Agreement or developed during or after the term of this Agreement, including, without limitation, trade names, logos, trademarks, software, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, technical know-how and patented technology (the “Tereiko IP” or “IP”). Except as expressly provided in this Agreement, the Customer may not distribute, sell, reproduce, publish, display, perform, create derivative works from, or otherwise use the Tereiko IP or that of its licensors without Tereiko’s prior express written consent.

10.2 Unless expressly permitted in writing by Tereiko, the Customer may not, in whole or in part, copy, distribute, reproduce, adapt, store, transmit, decrypt, print, display, commercialize, perform, publish, create derivative works from, offer for sale or otherwise use (except as expressly authorized under these Terms and Conditions) any part of the Tereiko IP. No rights are granted to the Customer other than those expressly set forth in these Terms and Conditions.

10.3. Furthermore, the Customer undertakes:

a) to immediately notify Tereiko of any infringement of the Tereiko IP by third parties; and

b) not to circumvent, remove, alter, disable, impair or otherwise interfere with any content protection measures of the Platform; use any robot, spider,

scraper or other automated means to access the Platform; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Platform; insert any code or product or manipulate the content of the Platform in any manner; or use any data-mining, data-gathering or data-extraction methods.

10.4. In addition, the Customer undertakes not to upload, post, email or otherwise transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform, including any virus or other computer code, files or programs.

11.Warranty and liability limitations

11.1. The Platform, the Website and all information provided by Tereiko are provided “as is” and “as available”, and the Customer expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, implied warranties of accuracy or reliability, validity, availability, fitness for a particular purpose or completeness of any information, content or data provided through the Platform. Accordingly, under no circumstances shall Tereiko be liable for any claim, loss, damage, liability, cost or expense of any kind, whether direct or indirect (including damages for loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill or other intangible losses), or for any other damage of any kind arising out of or related to the access to or use of the Platform, or reliance on the content of the Platform.

11.2. Furthermore, Tereiko does not warrant that the Platform will meet the Customer’s requirements, or that they will be secure, uninterrupted, timely, accurate or error-free, or that any information will be secure.

11.3. Any material, software or document downloaded or otherwise obtained through the Platform, or from the server that makes it available, is accessed at the Customer's own discretion and risk, and the Customer shall be solely responsible for any damage to its computer system or loss of data resulting from the download of such material, software or document, as Tereiko cannot guarantee that such materials are free from viruses, trojans or other harmful components. The Customer accepts that Tereiko shall have no liability whatsoever for the deletion of, or failure to store or transmit, any content or communications maintained through the Platform.

11.4. Under no circumstances, except in cases where liability cannot be excluded or limited pursuant to mandatory statutory provisions, shall Tereiko, or its directors, employees or agents, be liable for:

a) any loss of profits, loss of interest, or special, consequential, punitive or exemplary damages arising out of or in any way related to this Agreement;

b) any claim, loss, billing error, damage or expense arising out of or in any way related to this Agreement that is not notified in writing to Tereiko by the Customer within fifteen (15) days following the date of the relevant invoice or account statement, and the Customer expressly waives any such claim not submitted within the time period set forth herein; and

c) any claim or damage, whether known or unknown, arising out of or in any way related to any claim the Customer may have against any third party.

11.5. In any event, where liability on the part of Tereiko is duly established, Tereiko's total aggregate liability, whether contractual, under warranty, in tort (including negligence or willful misconduct), product liability, strict liability or otherwise, arising out of or related to the use of or inability to use the Platform, shall not exceed the amounts paid by the Customer to Tereiko, if any, for

access to the Platform during the six (6) months immediately preceding the date of the claim. To the extent that applicable law does not allow the limitation of such liability, Tereiko's liability shall be limited to the maximum extent permitted by applicable law. No action or proceeding may be brought against Tereiko more than one (1) year after the date on which the facts giving rise to Tereiko's liability occurred or were discovered.

12.Indemnification

12.1. To the fullest extent permitted by applicable law, the Customer agrees to indemnify, defend and hold harmless Tereiko, and its respective employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, past, present and future, from and against any and all claims, damages, losses, costs and/or expenses (including legal fees) arising out of or relating to:

a) any breach of this Agreement (including these Terms and Conditions) or any applicable law; and

b) any breach of the representations or warranties made under or pursuant to this Agreement.

12.2. Tereiko reserves the exclusive right to assume the defense of any claim, action or proceeding of any kind for which Tereiko may be entitled to indemnification under these Terms and Conditions. In such case, the Client shall provide Tereiko with all documentation reasonably required for such defense and shall cooperate with Tereiko on reasonable terms.

12.3. The Customer acknowledges that Users act under its direction and control, and agrees that any breach of these Terms and Conditions or

damage caused by Users shall be deemed a breach by the Customer. Consequently, the Customer shall hold Tereiko harmless against any third-party claims arising from the use of the Platform by Users authorised by the Customer.

13.Assignment

13.1. The Customer may not assign, transfer, novate or otherwise dispose of this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of Tereiko.

13.2. Tereiko may assign or transfer this Agreement to any affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, provided that such assignment does not result in a material reduction of the functionalities of the Services.

14.Severability

14.1. Each provision of these Terms and Conditions shall be interpreted independently and autonomously from the others. The nullity, invalidity or unenforceability of any provision declared by a final court judgment or arbitral award shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

14.2. Any provision that is found to be invalid, unenforceable or void shall, to the extent permitted by law, be replaced by another valid provision that most closely reflects the original intent and economic purpose of the invalid provision and of these Terms and Conditions as a whole.

15.Governing law and dispute resolution

15.1. Subject to any mandatory rules of applicable law, the contractual relationship between the parties arising from the access and use of the Website and/or the Platform shall be governed by and construed in accordance with the laws of Spain as in force from time to time.

15.2. Subject to any statutory provisions on jurisdiction that may apply and to any specific agreement concluded with Enterprise Customers, the parties expressly submit, for the resolution of any disputes, conflicts or claims arising out of or in connection with the interpretation, performance or termination of these Terms and Conditions, to the courts of the city of Barcelona (Spain), expressly waiving any other jurisdiction that may otherwise correspond to them.

15.3. Customers may submit any claims, complaints or requests relating to the Services through the contact details indicated in the Identification section of these Terms and Conditions. Tereiko will review such submissions and will use reasonable, good-faith efforts to respond within a reasonable period of time. Without prejudice to the Customers' right to bring any actions before the competent courts in accordance with these Terms and Conditions, Tereiko will in all cases seek an amicable resolution of any dispute that may arise.