# **LEGAL NOTICE AND TERMS OF USE: Trace Logistics**

Trace Logistics, S.A., (hereinafter, "TRACE LOGISTICS"), with registered office at Pol. Ind. Puigtió, Street B, 17412 Maçanet de la Selva, (Girona), Spain, with Tax Identification Number A17665985 and registered in the Commercial Registry of Girona, in volume 1704, Page GI-28345, sheet 31, is the owner of the website www.tracelogistics.net (hereinafter, "the Website").

The present conditions of use of this Website (hereinafter, the "Conditions") are intended for the personal information of its users (hereinafter, the "Users"). The information and data contained on the Website may not be used commercially, even partially, without the prior written consent of TRACE LOGISTICS.

Both browsing and access to the information published on the Website imply the full and unreserved acceptance by the Users of each and every one of the present Conditions.

If you do not accept these Conditions, please refrain from using the Website and its content.

Content shall be understood to include, but is not limited to: texts, photographs, graphics, images, icons, technology, software, links, and other audiovisual or sound content, as well as its graphic design and source codes (hereinafter, all of the "Content"), in accordance with the Law, these Conditions, other notices, regulations for use and instructions made known to you, as well as generally accepted morals and good customs and public order.

With the continuous desire to improve the quality of its products, TRACE LOGISTICS reserves the right to modify, suspend, cancel or restrict the content of the Website, the links, or the information obtained through it, without prior notice.

The continued use by the User of the Website after the publication of these modifications implies acceptance of these modifications.

# **OBLIGATION TO MAKE CORRECT USE**

Any use other than that authorized in these Conditions is expressly prohibited, and TRACE LOGISTICS is authorized to deny, block or withdraw access to and use of the Website, at any time and without prior notice, to those Users who misuse the Contents and/or breach these Conditions or the applicable legislation at any time.

Therefore, Users undertake to make diligent use of the Website, as well as the Contents, in full compliance with both the applicable regulations and these Conditions.

Likewise, Users expressly undertake not to destroy, alter, render useless, or, in any other way, damage the data, programs, or electronic documents found on the Website, and not to hinder the access of other Users by means of the massive consumption of the Website's computer resources, or to carry out actions that damage, interrupt or generate errors on the Website.

Similarly, Users undertake not to introduce programs, viruses, macros, applets, ActiveX controls, or any other logical device or sequence of characters that cause or are likely to

cause any type of alteration in the computer systems of TRACE LOGISTICS or third parties.

In order to access the functionalities of the Website, it is necessary for Users to register and, in this sense, TRACE LOGISTICS grants them a free user licence to use the content and functionalities available on the Website in accordance with the uses for which it has been designed and, in particular, in accordance with the provisions of these Conditions and/or the applicable Law.

Likewise, Users' data obtained through their registration on the Website are protected by means of a password. Users undertake not to make their username and password available to third parties. Users must notify TRACE LOGISTICS immediately of any unauthorised use of their account or any breach of security related to the Website service of which they become aware. The licence to use the Website is limited to the European territory, so although Users may access the Website from outside Europe, its use is only authorised within Europe.

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The presentation and content of the Website constitute, as a whole, a work protected by the laws in force on intellectual property, of which TRACE LOGISTICS is the owner.

Likewise, any reproduction, representation, adaptation, translation, and/or partial or total modification of the Website, or transfer of the Website to another page, is prohibited.

All Intellectual and Industrial Property rights over the contents of the Website are the property of TRACE LOGISTICS and/or its licensors, and therefore their use, reproduction, transmission, transformation, distribution, or exploitation in any way by the Users is prohibited.

TRACE LOGISTICS prohibits any action contrary to the current legislation of the Contents that can be downloaded from the Website. In particular, it is not permitted to manipulate or make any other use of the Contents, such as information on stocks or on the dispatch of goods (among others).

Non-compliance may give rise to the exercise of any judicial or extrajudicial actions that may correspond.

## **GUARANTEE AND LIABILITY**

The Website, the information and functionalities proposed comply with the legal regulations in force, however, the use of the Website is at the User's own risk.

TRACE LOGISTICS does not guarantee in any case the accuracy, quality or veracity of any information published on the Website or available through it.

Likewise, TRACE LOGISTICS, in no case, assumes any responsibility as a consequence of the incorrect use of the Website and of each of the Contents that the Users may carry out.

Furthermore, TRACE LOGISTICS cannot guarantee that the server that makes the Website accessible is protected from any virus that could damage, infect or destroy your computer equipment or any other equipment when you access this Website, when you upload a document or use any other function of the Website.

In accordance with the Law, TRACE LOGISTICS shall not be liable for any direct or indirect damage, accidental or otherwise, as a result of the proper or improper use of the Website.

TRACE LOGISTICS has obtained the information and materials included in the Website from sources considered reliable and, although reasonable measures have been taken to ensure that the information contained is correct, TRACE LOGISTICS cannot guarantee that at all times and under all circumstances such information is accurate, complete and up to date. Therefore, it should not be relied upon as if it were. TRACE LOGISTICS cannot be held liable in any way for direct or indirect damage caused by errors or omissions in the information contained on this Website, in the information communicated through the Website, or in the functionalities proposed by the Website.

TRACE LOGISTICS shall not be liable to Users for the disclosure of their personal data to third parties not due to causes directly attributable to TRACE LOGISTICS, nor for the improper use of such data by third parties.

#### **DATA PROTECTION**

For more information about the treatment of your data, please refer to our General Privacy Policy. [link]

### **COOKIES**

This website does not use cookies to collect information from users. Only cookies strictly necessary for technical purposes are used for the website to function correctly and they cannot be deactivated.

Name	Cookie	Purpose	Duration
Local storage	First party cookies	Cookies' storage	2 years
CookieLawInfoConsent	First party cookies	Ask for consent	1 year
		cookies	
PHPSESSID	First party cookies	Save user session	At end of browsing
CookieLawInfo-	First party cookies	Needed to interact	1 year
checkbox-necesario		with plugin cookie	
		law	
redux_current_tab	First party cookies	Improve user	1 week
		movement on the	
		site	
redux_current_tab_get	First party cookies	Improve user	1 week
		movement on the	
		site	
viewed_cookie_policy	First party cookies	Remember that	1 year

the user halready seen t	-
cookie warning	

# **JURISDICTION AND APPLICABLE LAW**

The Website shall be governed and interpreted in accordance with Spanish law. In the event of any discrepancy or conflict, both parties agree to submit to the Courts and Tribunals of Barcelona.