

GENERAL TERMS AND CONDITIONS OF SERVICE

Last update: November 2024

These General Terms of Conditions of Service (hereinafter the “Terms”) are a legally binding agreement between JOTELULU S.L. (hereinafter “JOTELULU”) and you (a natural or legal person, hereinafter referred to by the term “CLIENT”) with regard to JOTELULU services (“the Services”, as described below).

These General Terms and Conditions, together with all the documents listed below, and all other documents which they refer to, form a contract (hereinafter the “Contract”) between you (“CLIENT”) and JOTELULU:

1. [The Data Processing Agreement,](#)
2. [Specific Terms and Conditions of the Services.](#)
3. [General Terms and Conditions of Service](#)
4. [Security of JOTELULU Services](#)
5. [Partner Program](#)

In the event of any conflict between these documents, the higher-ranking document shall prevail. All of these documents will always be available on the Website.

The Contract becomes effective when the Client checks the acceptance box presented at the bottom of the contract during their first login to the Client Account.

Before accepting, you agree to read the entire Contract. Acceptance of the Contract is a prerequisite for accessing the services and content available on the Platform.

The Services are intended for professionals only. By accepting the Contract, the Client confirms that they are acting in a professional capacity. If acting on behalf of a legal entity, the Client is deemed to have full authority to represent and bind the entity under this Contract.

These General Terms and Conditions apply exclusively, superseding any other terms or conditions referred to or proposed by the Client, whether during negotiations or at any other stage of the relationship between JOTELULU and the Client, in relation to the services provided under the Contract.

Access to and use of the Website is prohibited for users under the age of eighteen (18). By accepting these Terms, the Client confirms that they are legally capable of assuming the obligations arising from their actions and that they have read, understood, and accepted the content of these Terms.

If a non-professional or a person under 18 registers as a Client, JOTELULU may take appropriate action, including deleting or blocking the Client's account and suspending any services.

This document can be printed and saved by Clients. For any questions about these Terms, JOTELULU provides the following email address: finance@jotelulu.com

0. Definitions

Client Account: The interfaces provided by JOTELULU, accessible to the Client through the JOTELULU website using their credentials. The Client can use this to (i) record and access their information, (ii) communicate with Client Support via a ticketing system, (iii) view invoices and billing details, and manage payments, (iv) access the Portal/Platform to manage and use the Services.

Client Data: Information stored and used by the Client within the Services.

Client Information: Any details about the Client, including name, address, contact person, contact information, payment details, invoices, billing information, commercial data, Services used, and any Client requests.

Client Support: The JOTELULU team that assists the Client with any requests related to the Contract and the Services. This includes providing information about terms and conditions, invoices, billing, helping the Client use the Services, and managing incidents.

Portal/Platform: The interface provided to the Client as part of the Client Account, used to (i) order, set up, configure, administer, use, and terminate the Services, (ii) access information about the features and status of the Services, (iii) authorize Users to access and use the Services, (iv) manage Users' access rights and credentials, and (v) view logs of Users' connections to and use of the Services.

Services: The services provided by JOTELULU that the Client uses under the terms of the Contract.

User(s): Any person authorized by the Client to access the Client Account and Portal and use the Services.

1. About us

In compliance with article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, the following details identifying the owner of the Website are provided:

- **Name:** JOTELULU, S.L. (hereinafter, <<JOTELULU>>).
- **Registered office:** Leganitos 47, 4th Floor. 28013 Madrid, Spain.
- **Tax ID:** ESB65814709.
- **Register details:** Commercial Registry of Madrid under Volume 39.404, Page 103, Sheet number M-699.605,
- **Email:** finance@jotelulu.com

2. General Terms and Conditions of Service Update and Modification

JOTELULU reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify the Contract and to impose new or additional rules, policies, terms, or conditions of the JOTELULU Services. JOTELULU shall notify to the Client in writing the changes to this Contract by email, by posting the new version of the Contract on its website.

The updated Contract will be effective immediately for new subscriptions of Services and within 15 calendar days from the notification for existing Services. The Client's continued use of any JOTELULU Services after receiving notification of changes to this Contract will be considered acceptance of those changes.

The Client should carefully review any changes notified by JOTELULU and contact finance@jotelulu.com with any questions.

3. Description of the Service

JOTELULU offers its Clients a Platform through which they can contract and manage Services. By accessing the Platform, the Client can:

- Deploy IT and communications services
- Centrally manage multiple IT and communications services in one place
- Create and manage users necessary for the proper functioning of the services within each organization

- Continuously monitor all services in use
- Manage additional and complementary subservices related to the original services offered
- View real-time usage of contracted services and access billing history for each service
- Report incidents or submit inquiries to our technical support team

The Services are described in more detail in the Specific Terms and Conditions of Service and the documentation available on the [Website](#).

The Services, including their characteristics and/or functionalities, as well as the conditions applicable to them, are liable to be modified over the course of the performance of the Contract, which the Client acknowledges and accepts.

Where such modifications are substantive and could be detrimental to the Client, the Client (i) will be informed thereof, by in writing, at least one (1) month before the entry into effect of the planned modification and (ii) can cancel the affected Service, without the right to compensation, under the conditions provided for in article 10 of these General Terms of Services, at the latest within one (1) month of the modification being notified.

4. Client registration and selection of the Services

To utilize the Services provided Clients must create a Client account by completing the designated registration form (hereinafter referred to as the "Registration Form"). Users are required to follow the provided instructions and supply the necessary information.

Additionally, JOTELULU staff may register Clients and organizations through offline processes, provided prior authorization is obtained from the Client.

Upon completing the Registration Form, the Client will receive a confirmation email at the address provided during registration. This email will confirm the registration and provide information on how to utilize the Portal.

The Client bears sole responsibility for selecting the Services and ensuring that their features and conditions of use align with the Client's needs.

The Client is also responsible for obtaining all necessary consents and providing required notifications to enable: (a) the Client's access to and use of the Services; and (b) JOTELULU's access, storage, and processing of data provided by the Client (including data from Users, if applicable) in accordance with the Contract.

The Client must comply with copyright laws. JOTELULU reserves the right to immediately terminate the Contract upon discovering any infringement of intellectual property rights.

If the Client intends to process specific categories of personal data using the Services, they must ensure that the Services are appropriate for this purpose. Detailed information regarding the features and terms of the Services can be found in the Contract and on the Website or obtained by contacting our Client Support team.

Service deployments can be subject to quota or to technical restrictions, Client can contact Client Support for more information

5. Term

The Contract shall be effective upon creation of the Client Account for an indefinite period. Either Party may terminate the Contract by cancelling the Client Account and all associated Services in accordance with the conditions set out in article 10 of these General Terms and Conditions of Service.

6. Partner Program

The User may subscribe to the Partner program by selecting such service through the Website. The Partner program is governed by specific conditions and available at the following link: <https://jotelulu.com/en-gb/conditions-partner-program/>

Transferring a User from one Partner to another.

“The Program allows Users to be transferred between Partners. The explicit consent of the Partner who transfers the User (“Donor Partner”) and the Partner who receives such User (“Recipient Partner”) is required. The Recipient Partner shall negotiate the new financial and service conditions with the User. The transfer cannot take place without the explicit consent of the User.

The Recipient Partner shall be responsible for the migration and shall receive for such purpose the cooperation of the Donor Partner to make it technically possible. The role of Jotelulu in such migration shall be limited to its legal position of online service provider.

The migration shall be effective on the first day of the month following the date of authorisation of the change by the User.”

7. Fees and payment

Services Pricing: The price of the services shall be the amount indicated at the time of contracting the Service(s) via the Platform. The price for the Services does not include any VAT (Value Added Tax), unless expressly stated otherwise.

Payment Terms: Payment for the services is due in ten (10) days after receipt of invoice. It can be made by credit card, debit card, or direct debit to the Client's bank account as specified during the service subscription process. Charges will only be incurred if services have been deployed. No charges will be levied if no services are contracted, even if the Client account remains active. In the event that any charges or expenses are associated with any part of the Services, the Client agrees to pay such charges.

Payment Method: At the time of subscription, the Client will be required to provide a valid payment method for the purchase of the Services. The Client must provide current, complete and accurate information for their Account and billing information and must promptly update all such information in the event of changes (such as a change in billing address, credit card number, or credit card expiration date). The Client further authorizes JOTELULU to use any updated payment account details provided by the issuing bank or applicable payment network.

Authorization for Payment: By providing JOTELULU with a payment method, the Client represents and warrants that (i) they are authorized to use the payment method provided, and that the payment information is accurate and truthful; (ii) they authorize JOTELULU to charge the provided payment method for Services purchased; and (iii) they authorize JOTELULU to charge for any payment features related to Services subscribed to or ordered during the term of these Terms.

Invoicing: JOTELULU will provide an online invoice through the Platform, accessible in the <<Consumption>> section. The User is obligated to review the invoice regularly, as this is the sole form of invoicing provided by JOTELULU. In the event of any errors in the invoice, the Client must notify JOTELULU by opening a support ticket in the <<Help>> section of the Platform. JOTELULU will correct any invoicing errors, if any, upon review.

Non-Payment and Suspension of Services: In the event of non-payment for contracted Services, JOTELULU shall, in the first instance, suspend access to the Services if payment is not received within 10 calendar days from the date of notification. Once an account is marked as <<suspended>>, the Client will not have access to the Services but will retain access to their profile and organization's management page on the Platform to restore or manage their payment method.

Taxes. Fees are exclusive of taxes. The Client is responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered

hereunder (e.g. VAT), except for taxes related to JOTELULU net income and any taxes or obligations imposed upon JOTELULU under other laws. The Client will provide Jotelulu with any applicable tax identification information that Jotelulu may require under applicable law to ensure its compliance with applicable tax regulations and authorities in the applicable jurisdictions.

8. Personal Data Protection

While providing the services and performing the Contract, JOTELULU processes personal data.

When JOTELULU acts as personal data controller the Privacy Policy which is available at the link: <https://jotelulu.com/en-gb/privacy-policy/> will be applicable.

By using the website and the services, the User accepts the aforementioned Privacy Policy.

JOTELULU's Privacy Policy is subject to change at JOTELULU's discretion; however, JOTELULU's changes to the Privacy Policy will not result in a significant reduction in the level of protection afforded to User Personal Data.

In the event that JOTELULU does not act as a Data Controller but as a Data Processor, the Personal Data will be processed in accordance with the Data Processing Agreement available at the link: <https://jotelulu.com/en-gb/dpa/>, which is an integral part of the Contract and which notably describes the respective roles of the parties with respect to the aforementioned data processing.

9. Data security

JOTELULU agrees to implement the legally required security measures that are appropriate to the state of technology, in order to ensure the confidentiality, availability and integrity of the information hosted on its servers. The description of these technical and organizational measures can be accessed via the link [<https://jotelulu.com/en-gb/security-of-services/>] and forms an integral part of the Contract.

JOTELULU's Responsibility. JOTELULU shall be responsible for ensuring the availability, maintenance, and security of the underlying infrastructure and shared components of the cloud platform, including but not limited to:

- Management and operation of physical servers, networks, storage, and related hardware.
- Implementation of security measures at the infrastructure level, such as access controls, operating system patches, and vulnerability monitoring.
- Operational continuity of the environment and technical support related to the infrastructure.

Client's Responsibility. The Client shall be solely responsible for the proper configuration, implementation, and management of the services and resources they configure or use within the Platform. This includes, but is not limited to:

- Setting up access policies, permissions, and authentication for their users and applications.
- Implementing additional security measures for configured services, such as firewalls rules, additional encryption and/or backups.
- Monitoring and remediating potential vulnerabilities arising from the configuration or misuse of cloud resources.
- Ensuring regulatory and compliance obligations are met when using the services
- Ensuring the confidentiality of the authentication means (username and passwords) of its Users in order to prevent any misuse and unauthorized use of its Client Account and Services.

The detailed allocation of responsibilities between the provider and the client is specified in the Specific Terms and Conditions of Services and in the document "Security of JOTELULU Services".

Joint Responsibility. Both parties acknowledge the shared nature of security and agree to cooperate to mitigate risks and respond to security incidents as they arise. Any event compromising the system's security must be promptly reported by the party that identifies it. In particular, the Client agrees to promptly notify JOTELULU in writing of any unauthorized or fraudulent use of the Client Account, the Services, or any User's authentication credentials.

10. Termination

The Client may terminate the Services associated with their account at any time through the Platform, using the available functionalities in each section. This is

without affecting any amounts still due or committed for payment according to the specific terms of the contracted Services. The termination and cancellation of the Services will only be effective once all outstanding payments for the service have been made.

From the effective date of termination or expiration of the Services, the Client will no longer have access to or the right to use the Services. All elements (data, information, files, applications, information systems, etc.) hosted within the Services will be permanently deleted, including any backups.

To ensure the availability of these elements and the continuity its activities, the Client is responsible for performing all necessary actions, such as backup, migration, and restoration of the elements, before the effective date of termination or expiration of the Services.

JOTELULU agrees to:

- (i) Ensure the availability of the Services until the effective date of termination or expiration, allowing the Client to organize and perform the necessary actions, and
- (ii) Assist the Client by providing any information needed to define their reversibility plan and carry out these actions upon request.

Upon the Client's request, JOTELULU can handle the extraction of data stored within the Services and return it to the Client in a usable format. This is subject to a feasibility study, and additional fees may apply based on the time spent at reasonable market rates, subject to Client's prior approval.

The Client must submit the request to JOTELULU at least thirty (30) calendar days before the effective date of termination or expiration. This allows JOTELULU enough time to conduct the feasibility study, agree on the implementation conditions if necessary, and carry out the extraction and return of the data.

11. Trial period

JOTELULU offers Clients a 7-day trial period during which they can deploy and use the Services completely free of charge. During this trial, the Client can deploy and manage the enabled services and assess whether the Platform meets their needs.

This trial is designed to showcase the services and features of JOTELULU and allows Clients to keep all deployed services as configured during the trial period. After the trial ends, the subscription will automatically renew unless the User explicitly cancels the contracted Services.

12. Prohibited use

The User and Client may only use the Services for professional purposes and within the scope outlined in these Terms. Both the User and Client must refrain from using the Services for any unlawful activity or in a way that infringes upon the rights of third parties, intentionally causing harm to individuals or entities. Specifically, but not limited to, the User and Client must not use the Services to:

- Store, distribute, or transmit content that is racist, xenophobic, pedophilic, violates the right to honor or privacy, or violates any current legislation.
- Send spam or use their account to assist others in sending spam. Spam refers to any unsolicited bulk emails, messages, or posts.
- Store, distribute, or transmit illegal content, or introduce programs, viruses, macros, applets, or any other malicious software that could damage or compromise the computer systems of the service provider, its Users, or third parties.

The User and Client are prohibited from storing content that infringes upon third-party intellectual or industrial property rights.

Additionally, it is forbidden to use or install programs or devices that bypass the security measures or passwords set by JOTELULU. Users are also prohibited from attempting to decipher encryption systems, keys, algorithms, or any other security measures related to the Services or Platform, as well as from trying to elevate their permissions, privileges, or fraudulently impersonate another User's credentials.

Under no circumstances may the User and the Client:

1. Circumvent or bypass the technical protection measures embedded in the Services, associated software, or the Platform.
2. Reverse engineer, decompile, or disassemble the software or any other aspect of the Services, unless expressly allowed by applicable intellectual property law.
3. Disassemble the components of the software or Services for use on different devices.
4. Copy, distribute, rent, lease, or sub-license the software or Services.

If any actions contrary to public order or morality occur, JOTELULU will block or delete the User's account, in addition to pursuing any legal actions as necessary.

The client shall comply with any applicable regulation that may restrict the access to the service from certain countries notably with any applicable export control regulation, and in particular refrain to access to the services from prohibited countries.

13. Liability

JOTELULU's Responsibilities. JOTELULU commits to providing the services contracted by the Client, managing the hardware, and replacing any necessary hardware components to ensure the proper functioning of the service.

Except in cases of willful misconduct by JOTELULU, JOTELULU will not be liable for damages resulting from the incorrect use of the services or failure to follow the recommendations or instructions provided by JOTELULU.

Additionally, JOTELULU will not be responsible for service failures or crashes caused by external factors or circumstances beyond JOTELULU's control, or by any of the conditions outlined in these legal terms.

Exclusions of Liability. JOTELULU will not be liable for damages resulting from the following events:

- User Errors: Errors and failures caused by the User.
- External Factors: Issues arising from hardware deficiencies, internet connection failures, hardware malfunctions not caused by JOTELULU, or disruptions due to natural disasters (such as earthquakes, floods, lightning, or fire), acts of terrorism, force majeure or situations of extreme urgency (including labor disputes, severe lockouts, war, military operations, civil unrest, or other similar events).
- Third-Party Failures: Non-compliance, delays, or performance issues caused by third-party services, such as internet service providers.
- Outdated Software or Security Risks: Errors or security vulnerabilities caused by the User using outdated or insecure software, or by activating password-saving features or user identification codes in the browser.
- Scheduled Maintenance: Maintenance operations that have been scheduled and notified at least 24 hours in advance by JOTELULU.
- Third-Party Software Interactions: Errors or damages caused by the interaction of software, applications, or code installed or executed by the User or third parties unrelated to JOTELULU.
- User Negligence: Negligent actions, abusive usage, or misconfigurations by the User.
- Force Majeure Events: Damages caused by force majeure, terrorist attacks, or natural disasters.

- Damages from Service Use: Any direct, indirect, inherent, or consequential damages, losses, or expenses arising from the use or inability to use the services, including failures, errors, omissions, interruptions, defects, delays, computer viruses, or system or line failures.
- Malicious Attacks: Damages resulting from malicious attacks, such as malware or other harmful software affecting the contracted services.
- User Content Violations: Damages arising from the content hosted by the User, or from the illegitimate or fraudulent use of the services or content, violations of applicable laws, or breach of contracts entered into by the User.

JOTELULU is not responsible for the content, software, information or any other elements stored or installed by the Client within the Services, as it has no dependency, management, control, or authority over them. The User remains the sole owner and is entirely responsible for the content hosted on the contracted Services. Therefore, JOTELULU is also not liable for any personal data stored within the Client's account.

Warranties. JOTELULU warrants that it will provide (i) the Services as described in the Specific Terms and Conditions, and (ii) the Professional Services in a professional manner in accordance with the Contract.

JOTELULU does not warrant that (a) the services will be error-free or uninterrupted, or that JOTELULU will correct all errors in the services, (b) the services will work in combination with your content or applications, or with any other hardware, software, systems, services, or data not provided by JOTELULU, and (c) the services will meet your requirements, specifications, or expectations.

You acknowledge that JOTELULU does not control the transfer of data over communication systems, including the internet. Therefore, the Services may be subject to limitations, delays, and issues inherent in using such systems. JOTELULU is not responsible for delays, failures to deliver, or other damages resulting from these issues. Furthermore, JOTELULU is not responsible for any performance, operational, or security issues related to your content, applications, or third-party content.

JOTELULU does not make any representations or warranties regarding the reliability, accuracy, completeness, correctness, or usefulness of third-party content or services. JOTELULU assumes no liability for issues arising from third-party content or services.

In the event of a warranty breach concerning the Services, your sole remedy and JOTELULU's only liability will be to correct the deficient Services. If JOTELULU cannot substantially correct the issue in a commercially reasonable manner, you may terminate the deficient Services.

To the extent not prohibited by law, these warranties are exclusive, and there are no other express or implied warranties, including those related to software, hardware, systems, networks, or environments, or warranties of merchantability or fitness for a particular purpose.

Client Responsibilities. The Client assumes all risks associated with their activities and is solely responsible for ensuring that the Services are used in accordance with these terms and conditions. This includes cases where the Services are used by or on behalf of third parties, such as Users.

The Services do not guarantee the continuity of service, protection, or conservation of the Client's data. The Client is solely responsible for backing up their data, implementing and managing a business continuity and/or disaster recovery plan, and generally taking all technical and organizational measures necessary to ensure business continuity in case of a failure of the Services. This is particularly important when hosting sensitive content or data crucial to the Client's operations. The subscription to a backup service does not absolve the Client from these responsibilities.

The Client is solely responsible for safeguarding the confidentiality of the authentication credentials (Username and Password) of its Users to prevent any unauthorized access to and use of its Client account and Services. The Client is also responsible for all activities conducted using these credentials, even if such activities occur without its consent. The Client agrees to indemnify and hold JOTELULU harmless from any and all third-party claims, damages, and liabilities arising from or related to the use (including fraudulent or unauthorized use) of its Client account and authentication credentials.

The Client confirms that they have the necessary technical skills and knowledge and have read and understood the characteristics of the Services before using them.

If the Client uses the Services for professional purposes or on behalf of a third party, the Client agrees to take out liability insurance with a reputable provider. This insurance must cover any damages incurred and must remain in place throughout the term of the Contract.

14. Service Level Agreement (SLA)

During the term of the Contract under which JOTELULU has agreed to provide JOTELULU Services to the Client (as applicable, the "Contract"), the Covered Service will provide a Monthly Uptime Percentage to Client (the "Service Level Objective" or "SLO") as follows:

Covered Services	Monthly Uptime Percentage
Servers, Remote Desktop, File Storage, Object Storage, Cloud PBX	>= 99.99%

If JOTELULU does not meet the SLO, and if Client meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. Monthly Uptime Percentage and Financial Credit are determined on a calendar month basis. Notwithstanding any contrary provision, this SLA states Client's sole and exclusive remedy for any failure by JOTELULU to meet the SLO.

The following definitions apply to the SLA:

- **"Covered Service"** means the following Services, as described in the Specific Terms and Conditions of the Services: Servers, Remote Desktop, File Storage, Object Storage, Cloud PBX.
- **"Downtime"** refers to the period during which the Services or any critical component of the Services are inaccessible due to failures in the platform, infrastructure, or systems managed by JOTELULU.
- **"Downtime Period"** refers to the total duration of time during which the Services are unavailable to the Client, measured from the moment the Service becomes inaccessible based on the JOTELULU's Service operation logs, until accessibility to the Service is restored and becomes accessible again. The Downtime Period excludes any scheduled maintenance, outages caused by factors outside JOTELULU's control (such as third-party service disruptions or force majeure events), or downtime initiated by the Client or caused by their actions. In the event of a dispute between the parties regarding the commencement time of the Downtime, the Downtime will be deemed to have started at the time a ticket reporting the incident is created and recorded in JOTELULU's information system.
- **"Financial Credit"** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service that does not meet SLO that will be credited
99.72% - < 99.99%	10% monthly fee

99.44% - < 99.72%	20% monthly fee
99.16% - < 99.44%	30% monthly fee
<99,16%	40% monthly fee

- **"Monthly Uptime Percentage"** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- **"Scheduled Maintenance"** is Downtime related to network, hardware, or software maintenance or upgrades. Scheduled Maintenance will be performed at JOTELULU's discretion. JOTELULU will notify the Customer of any planned material maintenance, where feasible and practicable, in advance of its commencement. Such notifications will be provided via the agreed communication channels.

Financial Credit Request. In order to receive any of the Financial Credits described above, the Client must notify JOTELULU within 30 days from the first day of the month following the month concerned by the SLA breach, to receive a Financial Credit. Clients must also provide JOTELULU with evidences showing Downtime Periods and the date and time they occurred. If Client does not comply with these requirements, the Client will forfeit its right to receive a Financial Credit.

Maximum Financial Credit. The maximum aggregate number of Financial Credits issued by JOTELULU to the Client for all Downtime Periods in a single billing month will not exceed 40% of the amount due from Client for the Covered Service concerned by the SLA breach for the applicable month. Financial Credits will be in the form of monetary credit applied to a future use of the Covered Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions. The SLA does not apply to any (a) features or services excluded from the SLA; or (b) downtime or errors (i) caused by factors outside of JOTELULU's reasonable control; (ii) that resulted from Client's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Contract; or (iv) that resulted from viruses or computer attacks.

15. Assignment of contract and subcontracting

The Client may not transfer or assign their contractual position to any third party without the explicit consent of JOTELULU.

Subject to the provisions of the Data Processing Agreement, JOTELULU may:

(i) assign its contractual position to third parties without prior notice to the Client, and

(ii) without restriction, use the services of service providers and/or sub-contractors for all or part of the services required.

16. Intellectual Property

Intellectual and industrial property rights of the parties The parties acknowledge the ownership of each other, as well as any third parties, regarding all intellectual and industrial property rights, including but not limited to: texts, images, graphics, source code, drawings, designs, navigation structures, databases, trademarks, brand names, logos, distinctive marks, domain names, social media profiles, trade secrets, know-how, copyrights, rights related to copyrights, sui generis database rights, patents, utility models, industrial designs, and any other content, whether registered or not.

The rights granted to the Clients to use the Services under these Terms do not convey any additional rights to the Services or JOTELULU's Intellectual Property Rights. Except for the limited rights to access and use the Services as outlined in these Terms, all rights, titles, and interests in the Services, including all hardware, software, and other components used to provide the Services, along with all associated Intellectual Property Rights, shall remain the exclusive property of JOTELULU.

JOTELULU will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the services, or otherwise use any suggestions, enhancement requests, recommendations, or other feedback it receives from the Client.

Intellectual and/or industrial property rights on the software. Unless otherwise specified in a separate License Agreement, all software (including but not limited to source code, object code, user manuals, APIs, supporting documentation, updates, upgrades, and new versions) provided or recommended by JOTELULU as part of its Services is governed by these Terms. The software is licensed, not sold, and JOTELULU retains all rights to the software except those specifically granted under the license terms. Both parties expressly acknowledge that JOTELULU owns or has been granted the rights to exploit all intellectual and industrial property related to JOTELULU and its services. JOTELULU grants the User a non-exclusive, non-transferable right to use the software provided as part of its products and services, subject to the terms and conditions outlined in these Terms.

JOTELULU may automatically check the version of its software, as this is needed for providing the Services. Additionally, JOTELULU may automatically download software updates to the User's computer at no extra charge to keep the Services up to date, improve them, and support their further development. The User may be required to accept such updates, subject to these Terms, unless the updates come with additional or different terms.

Furthermore, to ensure the proper functioning and legal compliance of its services, JOTELULU reserves the right to audit any products deployed on its Platform to confirm that the software installed, executed, or stored within is properly licensed and compliant with legal requirements. The Client is responsible for ensuring compliance with these requirements and may be required to take corrective action, such as regularizing, removing, or uninstalling non-compliant software.

Third-Party software. The Services may be performed with or contain software governed by licenses from third parties, including any software component that is subject to any open-source copyright license agreement ("Third Party Software"). Notwithstanding anything to the contrary in this Contract, all Third-Party Software is licensed to the Client solely under the terms of the corresponding third-party license agreements provided or referenced in the Services. We make no representation or warranty concerning Third Party Software and have no obligation or liability with respect to any Third-Party Software.

17. Content

Access to the content. The Client controls who can access their content. However, if the Client shares content in public areas of the Services using features that allow for public sharing, or in shared areas accessible to other users chosen by the User, the User understands and agrees that this content will be visible to those with whom it has been shared. If the Client does not wish to allow others to access their content, they should avoid using the Services to share it. You warrant and represent that, as long as these terms and conditions are in effect, you have (and will continue to have) all necessary rights to the content you share or upload to the Services, and that your use of such content as described in this section does not violate any laws or infringe on the rights of any third party.

Not permitted content. JOTELULU reserves the right to reject or remove any Content or Software from the Services at any time if it is found to violate applicable laws or these Terms, or if it exceeds storage or file size limits. If the Content stored by a User on JOTELULU Services is lawful, complies with these Terms, is protected by intellectual property laws, and the User is authorized to use it, JOTELULU will provide the opportunity to retrieve it. Additionally, JOTELULU may block the

delivery of certain types of communication (such as instant messages or emails) to or from the Services in order to protect the Services and other users.

Links to Third Parties. JOTELULU assumes no responsibility for links that allow Clients to access third-party features, software, or services through the Website and Platform, as long as they are unrelated to JOTELULU. Therefore, JOTELULU is not liable for any information contained in these third-party sites or any consequences that may arise from using them.

If any User or third party believes that such links may violate the law, public order, or morality, they should inform JOTELULU via email at: finance@jotelulu.com.

18. Confidentiality

Each Party agrees, with respect to confidential information of the other Party communicated to it or to which it has access under the Terms to: (a) use such confidential information for the sole purpose of performing the Terms; (b) preserve the confidentiality of such information with the same degree of diligence as that employed with its own confidential information; and (c) give access to such confidential information only to those of its employees and Affiliated Entities who need to know it in the course of their duties and provided that these recipients have been previously informed of the confidential nature of the information and are subject to a confidentiality agreement granting at least the same protection as these provisions. Each Party may communicate confidential information of the other Party to its advisors if they are engaged in a regulated profession subject to professional secrecy (such as lawyers, accountants or auditors). Each Party shall refrain from disclosing the confidential information of the other Party to other persons without the prior written consent of the other Party and shall be responsible for the respect of the confidentiality of the information by all persons to whom it discloses it. The provisions of the Agreement and all information communicated between the Parties or to which the Parties have access under these Terms, regardless of its form and nature (including, without limitation, financial and marketing information, trade secrets, procedures, information relating to security and the conditions of use of the Services), shall be considered confidential information. For information to be considered confidential, it is not necessary that its confidential nature be indicated on the document or other medium containing such information or that it be specified at the time the information is communicated. Each of the Parties undertakes to respect its obligation of confidentiality during the entire term of the Agreement, as well as for a period of two (2) years after its termination, regardless of the cause.

Exceptions. The confidentiality undertakings do not apply to information of which the receiving Party can demonstrate that (a) it had legitimate knowledge, without

being obliged to keep it confidential, before the other Party communicated it to it or gave it access to it; (b) it is in the public domain without the receiving Party (or the persons for whom it is responsible) having breached the confidentiality obligation; (c) it has been communicated to you by a third party legitimately and with authorization to disclose it; (d) it has been independently developed by the receiving Party and/or its employees outside the framework of the Agreement; or (e) the disclosure of the information has been authorized by the other Party. JOTELULU may share information about the Client's consumption volume with the partner that has referred the Client to JOTELULU. Either Party may disclose confidential information received from the other Party to defend its rights in a legal action against the other Party. In such a case, the information shall be kept for the legal time necessary for evidence and may only be disclosed to persons who need to know it for the action or proceeding in question (magistrates, advisors, etc.), who must be bound by professional secrecy or, failing that, by a confidentiality agreement. Each Party may also disclose confidential information received from the other Party at the request of a competent administrative or judicial authority, if it informs the other Party in advance, unless otherwise provided by law or order, and discloses only such confidential information as is strictly necessary to comply with such request.

19. Limitation of liability

Except for the either party's indemnification obligations set forth in section 14 above, neither party will be liable to the other or any third party for loss of profits, loss of data or special, indirect, incidental, consequential or exemplary damages, in connection with the performance of the Services, or the performance of any other obligations under this Contract, even if it is aware of the possibility of the occurrence of such damages, JOTELULU's total cumulative liability to the Client for any and all claims and damages under this Contract, whether arising by statute, contract, tort or otherwise, will not exceed the services fees paid by the Client under the Contract for the Services which form the subject of the claim during the 12-month period immediately preceding the event giving rise to the claim.

20. Contact and communication

Applicable regulations require that some information or communications from JOTELULU to the Client be in writing. By accepting these Terms, the Client agrees that most communications with JOTELULU will be conducted electronically. JOTELULU will contact the Client via email or by posting notices on the JOTELULU Platform. The Client understands that they must use these electronic means of communication and acknowledges that all notifications, information, and other

communications sent electronically by JOTELULU meet the legal requirements for written communication.

For any inquiries, issues or claims related to the services, the Client can contact JOTELULU through the "Help" section of the JOTELULU Platform or by emailing the following addresses:

- Incidents: plataforma@jotelulu.com
- Inquiries: finance@jotelulu.com

Additionally, the Client agrees to submit any requests related to the execution of the Services in writing through the messaging system (or ticketing tool) available on the Platform. This includes any instructions given to JOTELULU to process personal data on behalf of the Client, as outlined in the Data Processing Agreement. If such requests are made verbally, particularly by phone, the Client must confirm them in writing through the messaging system for them to be considered.

21. Service analysis

JOTELULU may (i) collect statistical and other information regarding the performance, operation, and usage of the services, and (ii) use aggregated data from the Platform for operational and security management, statistical analysis, and research and development purposes (collectively referred to as "Service Analytics"). JOTELULU may make the Service Analytics publicly available; however, these analyses will not include Your Content or Confidential Information in a way that could identify the User or any individual, and the Service Analytics will not constitute Personal Data. JOTELULU retains all intellectual property rights to the Service Analytics.

22. Cancelled accounts

If an account remains in "suspended" status for more than 15 days, JOTELULU will cancel the account, after providing prior notice, and delete all information and services associated with it. Similarly, if the User voluntarily cancels their account, JOTELULU will remove them from the Organization and delete all related records.

Clients can cancel their account at any time using the tool provided on the Platform, by going to: Organization, Profile, Delete Organization, after

unsubscribing from any contracted Services. The Client should be aware that when a Service is cancelled, they are responsible for the data associated with it, and at the time of cancellation, all information contained in that service may be deleted.

23. Governing Law and Jurisdiction

All contracts between the Client and Jotelulu shall be governed by and construed in accordance with Spanish law and the parties shall submit to the exclusive jurisdiction of the Madrid (Spain) Courts.