

# Libelium 's Standard Terms and Conditions of Sale and Use for Business Customers (B2B)



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Thank you for using our products. By buying this product (the "**Product(s)**"), you, either as a Customer/OEM Customer/User ("**YOU**") accept and agree to be bound by these Standard Terms and Conditions of Sale and Use for Business Customers (the "**B2B T&C**"). It is important for YOU to read each section of this document, as it is legally binding between YOU and Libelium Comunicaciones Distribuidas, S.L., a company legally incorporated and existing under the Laws of Spain, with Tax (VAT) number ES-B99135832 and registered address at c/ Escatrón 16 (Edificio LIBELIUM), 50014 Zaragoza, Spain ("**LIBELIUM**"), regarding your ("**YOUR**") purchase and use of the Product. Please, read this whole document before buying and/or using your Product.

## 1. Definitions

- a) "Consumer" shall mean an individual or legal person validly purchasing and/or obtaining a license on the Product, or attending to Training, out of the scope of any for-profit business or professional activity.
- b) "Customer" shall mean an individual or entity validly purchasing and/or obtaining a license on the Product within the framework of its professional or business activity.
- c) "Documents" shall include but not being limited to the information contained in LIBELIUM´s Websites and User´s Handbooks.
- d) "Intellectual Property Rights" shall include but not to be limited to proprietary rights, know-how, software, trademarks, slogans, translations, utility models, trade names, domain-names, designs and models and any applications thereof as well as copyrights and related rights, trade secrets and confidential information, concerning the Product(s) and the Documents.
- e) "OEM Customer" shall mean a company or entity that purchases the Product with the purpose of embedding the Product(s) into other product(s) or reselling the Product(s) under a different name and label.
- f) "Product" or "Product(s)" shall mean the hardware devices, software programs and upgrades, solutions and services developed, manufactured and marketed by LIBELIUM.
- g) "Training" shall mean any training connected to the Products offered by LIBELIUM to Consumers, Customers and OEM Customers in consideration for a fee.
- h) "Users" shall mean anyone gaining access to LIBELIUM´s websites.

## 2. Acceptance

These B2B T&C shall apply to all offers and sales made by LIBELIUM to Customers and OEM Customers. Consumers should refer to [LIBELIUM´s B2C T&C](#).

Specific terms and conditions agreed upon for a particular order shall not bind LIBELIUM for future orders. A purchase order submitted to LIBELIUM or the reception of Product(s) supplied by the latter implies express acceptance of these B2B T&C upon which only specific selling terms agreed upon by LIBELIUM and Customer/OEM Customer, on a case by case basis, will prevail.

## 3. Offers

Unless expressly stated otherwise in a specific offer, LIBELIUM´s offers shall be valid for a thirty (30) calendar day term as from the day in which they were disclosed to to Customer/OEM Customer, after which they will not bind LIBELIUM.

## 4. Discontinuance of supply

LIBELIUM shall be entitled at any time to discontinue the production, sale or distribution of any of its Product(s), to change the design, structure, or functionality of any of its Product(s) and any part thereof, to amend the Product(s) and to change its service, warranty or other policies. LIBELIUM engages to support discontinued Product(s) with parts availability and bug fixes as long as such stocks are not sold out.

## 5. Prices

Unless otherwise established in writing, prices set forth in LIBELIUM´ s price lists and offers shall be deemed as expressed in Euro currency and shall be considered FCA Libelium´ s premises in Zaragoza, Spain (Incoterms® 2010), exclusive of VAT or any other applicable tax or duty.

LIBELIUM shall be entitled to modify its price list at any time without prior notice and therefore, Customer/OEM Customer undertakes to ask for an offer for every order.

A price list disclosed by LIBELIUM supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid price list shall be the one in force at the time of placing an order.

Unless a different provision is included in LIBELIUM´ s offer, prices do not include:

- a. The cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;
- b. Any extra costs arising out of, but not limited to, delay during customs clearance in the importing country, whether or not customs clearance is LIBELIUM´ s duty.

## 6. Payment

Unless otherwise expressly agreed upon in writing, payment terms shall be a down payment for the full amount of the order. Should any credit be granted to Customer, any payment delay will increase the debt with the delay interest foreseen under Spanish Act 3/2004 of 29th December, at the then current interest rate.

Any costs and expenses borne by LIBELIUM to collect payments due and accrued shall be reimbursed by Customer/OEM Customer.

## 7. Retention of title

LIBELIUM shall retain title of Product(s) until complete payment of price has been accomplished by Customer/OEM Customer and shall therefore be entitled to exercise any action to protect its rights, even if Product(s) have been processed by OEM Customers or are in the possession of any third party.

## 8. Orders

Except for online orders, all orders shall be forwarded to LIBELIUM in writing, email serving to this purpose. LIBELIUM shall issue a pro forma invoice which shall be signed and returned in acceptance by the Customer/OEM Customer.

LIBELIUM may reject or cancel any pending order, whenever there are pending payments from Customer/OEM Customer.

Orders cannot be cancelled after shipment of Product(s). Neither can they be cancelled in case of non-stock Product(s), after the start of the raw materials supply or the manufacturing processes, nor in case of products not manufactured by LIBELIUM which have to be bought from third suppliers.

## 9. Delivery

Unless expressly agreed otherwise, delivery terms shall be FCA LIBELIUM's premises in Zaragoza, Spain (Incoterms® 2010). Should Customer/OEM Customer be interested in any other delivery term, it shall inform LIBELIUM thereof at the time of placing its order, in order for LIBELIUM to submit a new quotation.

The Incoterms rule expressed in LIBELIUM's offer shall not be waived by the fact that Products are dispatched with shipping costs prepaid, at Customer's/OEM Customer's prior request. LIBELIUM's invoice shall break down any shipping or extra costs prepaid, taking into account that LIBELIUM shall not assume any liability concerning customs clearance requirements in the country of destination.

Delivery time shall be the one disclosed in LIBELIUM's offer and shall start the day after full payment is made by Customer/OEM Customer or, should any credit be granted by LIBELIUM, the day after a downpayment is made by Customer/OEM Customer in the amount agreed upon with LIBELIUM.

Under no circumstance shall LIBELIUM be considered responsible for any delay in delivery due to the carrier's or third parties' failure.

LIBELIUM shall inform Customer/OEM Customer as soon as possible about any circumstance beyond its responsibility and preventing the agreed delivery time from being met, stating the reasons of the delay, in which case Customer/OEM Customer accepts partial shipments or to agree on a new delivery time, which shall not imply Customer's/OEM Customer's right to cancel the order or to claim for any compensation.

## 10. Shipping costs

Product(s) shipped by LIBELIUM do not include any shipping insurance; any Customer interested in taking out said insurance must expressly inform LIBELIUM thereof in writing at the time of submitting an order, indicating the kind of coverage desired. The cost of the shipping insurance shall be invoiced by LIBELIUM as a part of the shipping costs.

## 11. Warranty

LIBELIUM guarantees that the Product(s) comply with the specifications contained in its offers for a period of one (1) year from the date of the invoice ("the Warranty Period"), provided that they are handled, shipped, stored and used according to the instructions to be found in the respective User's Handbooks. Therefore, LIBELIUM shall assume liability only for such non-conformities and defects which are proved to have been caused by actions or negligence committed before the Product(s) were delivered to the first carrier.

Customer/OEM Customer shall check deliveries immediately after reception and shall inform LIBELIUM in writing about any complaint or claim concerning the Product(s) which may be put on the latter. After a seven (7) day period from delivery has elapsed, Customer/OEM Customer shall not be entitled to bring any claim or complaint regarding qualitative shortcomings and such defects or non-conformities which should have been noticed in the inspection and LIBELIUM shall not be obliged to accept return of such Product(s). Claims for any hidden defects or non-conformities must be made to LIBELIUM in writing within thirty (30) days after Customer/OEM Customer learned of the defect, and in any event within the Warranty Period.

Provided that claims are made within the above time limits and form requirements and the claim is found justifiable, LIBELIUM shall remedy the defect, non-conformity or shortcoming at no additional cost to the Customer/OEM Customer, choosing at its discretion, to provide the remedy either through replacing or amending the defective or non-conforming Product. Replacement Product(s) may be either new or equivalent in performance to new. LIBELIUM does not warrant that the operation of Product(s) will be uninterrupted or error free. Product(s) may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use.

Any alleged non-conformity must be reported to LIBELIUM's After Sales Service through our website: <http://www.libelium.com/support>. Repair service can be obtained by sending the non-conforming product to LIBELIUM (shipping costs pre-paid), according to the instructions to be found in our website. Some of our Product(s) are protected with a safety seal and by removing this seal, whenever it happens, You are waiving this warranty.

LIBELIUM's warranty covers the repairs (manpower and materials) of each manufacturing defect that may obstruct the right operation of the Product. The replacement of any component or damaged equipment does not mean an extension of the guarantee period. If the Product is found upon examination by LIBELIUM to be defective, LIBELIUM shall bear shipping costs incurred in returning the Product to Customer as well as all costs involved in LIBELIUM's examination of the Product. If the Product is found upon examination by LIBELIUM to not be defective, YOU shall bear shipping costs incurred in returning the Product.

LIBELIUM may, at its discretion, demand the Product claimed to be defective or non-conforming to be either returned or inspected or tested by an independent third party acceptable to LIBELIUM. Customer/OEM Customer shall arrange such returning, inspections or tests at LIBELIUM's request and the latter shall reimburse all reasonable expenses incurred in the returning, inspections or tests. LIBELIUM shall assume no responsibility for any liabilities arising in connection with the use of the Product(s) against or not in accordance with any instructions given or for other purposes than those for which they have been intended.

LIBELIUM shall assume no responsibility for any liabilities arising in connection with the use of the Product(s) against or not in accordance with any instructions given or for other purposes than those for which they have been intended. LIBELIUM does not guarantee the integrity of the software or data stored on the Product that will be checked, repaired or upgraded. It is therefore recommended that the Customer make a backup before sending the Product.

No liability could be claimed against LIBELIUM should the defective Product be handled, amended or altered in any way by a third party other than LIBELIUM or its authorized After Sales Service.

This warranty is in lieu of all other warranties, expressed or implied, and no representative or person is authorized to assume for LIBELIUM any other liability in connection with the sale of the Product(s). In the event of a warranty claim LIBELIUM's entire and sole responsibility to Customer/OEM Customer is as set forth above. No claims based on product liability shall be accepted by LIBELIUM in cases different than the ones established in the preceding paragraphs.

Under no circumstance shall LIBELIUM be liable for indirect, incidental or consequential damages caused by the Product(s), including but not limited to loss of data or of profit.

Except as herein expressly stated, the Product(s) are provided "as is" and there are no warranties, express or implied, by operation of law or otherwise, made or authorized to be made with respect to any Product(s) furnished hereunder. LIBELIUM disclaims any implied warranty of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement. In no event shall LIBELIUM be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of these B2B T&C or the existence, furnishing, functioning, performance or Customer's or any third party's use of any Product(s).

Customer/OEM Customer is responsible and liable to end users for any warranty given in excess of the warranty provisions set forth herein and shall indemnify and hold LIBELIUM harmless for any unauthorized warranty provided by Customer/OEM Customer.

Customer/OEM Customer agrees to defend, indemnify and hold LIBELIUM harmless from all claims, injuries, costs, expenses and damages, including attorneys' fees, resulting from:

- a) any warranties or representations concerning the Product(s), either expressed or implied, made by Customer/OEM Customer or their employees, which are beyond LIBELIUM's Warranty Policy;
- b) any distribution or sale of the Product(s) by Customer/OEM Customer or their employees for a purpose or application that has not expressly been agreed upon by LIBELIUM;
- c) any alteration of the Product(s) by Customer/OEM Customer or its employees that has not expressly been agreed upon by LIBELIUM;
- d) failure by Customer/OEM Customer or their employees to maintain the Product(s) in saleable condition;
- e) any fault made by Customer/OEM Customer or their employees during checking, testing or embedding of the Product(s);
- f) any action brought against LIBELIUM by Customer/OEM Customer's employees.
- g) any claim brought by OEM Customer's customers for injuries or damages of any kind (including but not limited to loss of or physical damage to the customer's tangible property, personal injury, death or economic loss), caused by products in which the Product(s) have been embedded by OEM Customer.

To the extent permitted by law, LIBELIUM's product liability is limited to a global amount of one million Euro (1,000,000.00 €) for personal injury and material damages.

Please, read the documentation of the Product(s) for instructions about how to use the Product(s).

## 11.1. Hardware

The internal battery contained in some Product(s) can only be replaced by LIBELIUM's After Sales Service. Any attempt to replace said battery by the Customer or any third party shall imply a waiver of the warranty. LIBELIUM hereby waives any warranty concerning hardware developed by third suppliers or partners, either integrated in the Product(s) or sold together with the Product(s) as a kit.

## 11.2. Software

LIBELIUM hereby waives any warranty concerning software developed or cloud services provided by third suppliers or partners. Access to such software or services is solely provided to facilitate operation of the Product(s) by Customers/OEM Customers and to these effects, Customers/OEM Customers must check and accept the Terms and Conditions of Use of each software supplier or partner. Software adapted or developed by LIBELIUM for its Product(s) is offered "as is" without any express or implied warranty. LIBELIUM hereby advice Customers/OEM Customers to avoid using this software for medical and health applications and, in general, in any critical system on which human lives or public health may depend (nuclear power plants, reservoir lock gates, security systems, etc.).

## 11.3. Product Certification

Detailed information about the certifications of the Products can be found in the respective Technical Guides. LIBELIUM does not warrant that the Products count on the certifications requested for this kind of products in any given country, so it is the Customer's/OEM Customer's responsibility to check whether the Products can be imported and resold in the intended country of destination.

## 11.4. Product return

LIBELIUM shall not accept any Product return except under a warranty claim in the terms expressed above.

## 12. Liability waiver

Notwithstanding other liability waivers contained in section 11 of these B2B T&C, LIBELIUM's warranty does not apply to non-conformities, defects, personal injuries or death resulting from:

- a) improper or inadequate maintenance or calibration;
- b) software, interfacing, parts, or supplies not supplied by LIBELIUM;
- c) unauthorized modification or misuse;
- d) operation outside of the published environmental specifications for the Product(s);
- e) improper storage, site preparation, wrong installation or maintenance;
- f) replacement of the internal battery by the Customer/OEM Customers or any third party other than LIBELIUM's After Sales Service;
- g) damaged materials or parts as a result of normal wear and tear;
- h) faulty performance of the products in which the Product(s) are embedded by the OEM Customer;
- i) non-conformities and defects which are proved to have been caused by actions or negligence committed after the Product(s) were delivered to the first carrier.
- j) non-performance or faulty performance of the Product(s) as a result of radio-frequency use restrictions or power broadcasting restrictions in any given country;
- k) specific product certifications required in any given country.



## 13. Use of the documents

Use of the information contained in the Documents is subject to the following terms and conditions of use:

a) All Documents and any examples they contain are provided as-is and are subject to change without notice. Except to the extent prohibited by law, LIBELIUM makes no express or implied representation or warranty of any kind with regard to the Documents, and specifically disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose.

b) LIBELIUM shall not be liable for any errors or incidental or consequential damage in connection with the furnishing, performance or use of the Documents and the examples included. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or any means electronic or mechanical, including photocopying and recording, for any purpose other than the readers' personal use, without LIBELIUM's prior written consent.

c) LIBELIUM has created the Documents for the personal use of Users as well as for external communication. The information in the Documents, whether in whole or in part, cannot be used for commercial purposes without the prior written consent of Libelium.

d) The information on LIBELIUM's Websites has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness.

e) LIBELIUM has taken every care in the preparation of the website. However, as certain technical matters may be beyond its control, it cannot guarantee that Customers will have uninterrupted access to the Site at all times.

f) LIBELIUM reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of its websites or any information contained thereon without liability or notice to Customers.

g) LIBELIUM shall not be liable for any loss, damage, liability or expense incurred in or suffered that is claimed to have resulted from the use of the Documents, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Websites is at the Customer's sole risk.

h) Links on the Documents to third-parties' websites are provided solely as a convenience to Users. By using these links, Users will leave LIBELIUM's websites. LIBELIUM has not reviewed all of these third-parties' documents/websites and does not control and is not responsible for any of these sites or their content. Access to any of these third-parties' documents/websites linked to this website, is entirely at the User's own risk.

i) Customers must carefully read the User's Handbooks of the Product(s), especially sections "Before Using the Product(s)", "How to use the Product(s)", "Maintenance" and "Standardisations", before putting the Product(s) into operation. Provided that the Product(s) operate with radio-frequency modules Customers must carefully read section "Standardisations" to become aware of Product tests accomplished, their radio-frequencies and broadcasting powers. Installers assume all liability concerning gathering information on use restrictions of frequency bands in every country and acting according to any applicable regulation. LIBELIUM does not disclose the whole list of rules and regulations in force in every country. For further information please refer to:

CEPT ERC 70-03E - Technical Requirements, European restrictions and general requirements: <http://www.ero.dk>

R&TTE Directive - Equipment requirements, placement on market: <http://www.ero.dk>

## 14. Intellectual property

Libelium, MeshLium, Plug and Mesh!, Squidbee, SetMeBlue!, Cooking Hacks, WaspMote and Plug and Sense! and N-Vio names, designs and logos are trademarks of LIBELIUM (“the **Trademarks**”).

Some Product(s) are protected by patents and/or other intellectual property rights.

Nothing in the Documents or in these B2B T&C shall be construed as to grant Customer/OEM Customer a license or any other right on LIBELIUM’s trademarks, patents or other Intellectual Property rights. Customer/OEM Customer are not permitted to copy, modify or use the trademarks without the prior written consent of LIBELIUM. The rest of trademarks that may appear in the Documents are the property of their owners.

Customer/OEM Customer shall refrain from incurring in any action that may obstruct the granting of pending patents or any other intellectual property right for which LIBELIUM may have applied.

Any design, source code logo, trademark, trade name or symbol in LIBELIUM’s websites belong to LIBELIUM, or its suppliers or partners and are protected under the corresponding intellectual property regulations. Any use, reproduction, distribution, broadcasting, public disclosure, transformation or any other similar activity is prohibited without LIBELIUM’s or their owners’ prior written consent.

The contents in LIBELIUM’s websites are also protected by LIBELIUM’s or its suppliers’ and partners’ intellectual property rights. Their use or reproduction is subject to express citation of LIBELIUM’s URL address. This citation is only permitted through a cover image or explanatory text linking to the website; integration in a different website is expressly prohibited. Any other use of the contents of LIBELIUM’s websites requires LIBELIUM’s express written consent.

LIBELIUM is the owner of all Intellectual property rights -including Copyright- concerning Training materials and content; Customers/OEM Customers shall use said materials and contents according to Clause 16 of these B2B T&C.

# 15. Privacy policy

## Personal Data Collection

Following Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**the Regulation**"), and Spanish Regulations on Data Protection, LIBELIUM hereby informs Customers/OEM Customers and Users that any personal data supplied through the forms in its websites shall be recorded in an automated file named "CUSTOMERS" for which LIBELIUM is responsible, located at LIBELIUM's registered address, which has been registered with the Spanish General Registry for Data Protection (Registro General de Protección de Datos de la Agencia Española de Protección de Datos).

All personal data collected and processed by LIBELIUM will be stored in a server within the European Union. LIBELIUM does not intend to make any international transfer of data, except in connection with the sale of any kit containing LIBELIUM's Products and its partners's software or cloud services, where email addresses of Customers/OEM Customers and Consumers may be disclosed to LIBELIUM's partners, to allow service provision by partners after any free trial period granted. Customers/OEM Customers and Consumers consent to such international transfer of data, by purchasing any kit from LIBELIUM.

By filling any form in LIBELIUM's websites, Users consent: (i) to the processing of their personal data by LIBELIUM for the purposes mentioned below; (ii) to receive promotional offers of LIBELIUM's and its suppliers and partners' Products and services; and (iii) to the fact that LIBELIUM may make such data available to its partners or suppliers to the sole purpose of enabling service provision.

**YOU** shall assume all liability for direct or consequential damages arising out of or in connection with the provision of false, inaccurate, incomplete or non- updated data. Furthermore, LIBELIUM reserves its right to exclude from any service for which prior registration is required, to any User/individual Customer having provided false data or failing to comply with these B2B T&C, notwithstanding any other legal action to which LIBELIUM may be entitled.

## Conversation recording

LIBELIUM may record any or all telephone conversations and store them in the above-mentioned "Customers" file. By phoning to LIBELIUM's customer service telephone numbers, YOU consent to the recording of these conversations.

## Sensitive data

LIBELIUM does not intend to collect any personal data on health from Users/individual Customers and hereby waives any liability, either express or implied, resulting thereof. Customers/OEM Customers shall be solely responsible for collecting Users' / individual Customers' prior written consent before collecting and processing any personal data on health and for complying with all applicable Data Protection Regulations.

Customers/OEM Customers are responsible for making this privacy policy available to Consumers to which they resell the Products or any derivative work thereof.

## LIBELIUM's Data Controller contact details

LIBELIUM's Data Controller ("Controller") contact details are the following: sales@libelium.com. LIBELIUM COMUNICACIONES DISTRIBUIDAS, S.L. Attn. Personal Data Controller, C/ Escatrón 16. 50014 Zaragoza (Spain).

### **User´s and individual Costumer´s rights:**

Any request by Users/individual Customers in connection with their rights mentioned below, shall be answered by LIBELIUM´s Data Controller within a month.

### **Transparency and Information:**

- The **purposes** of this data collection are: (a) to provide YOU access to LIBELIUM´s marketplaces, products and services; (b) to respond to YOUR requests for information; (c) to send YOU information on LIBELIUMs Products; (d) to allow those of our partners who help us provide and improve our Products, send YOU tailored information on related products or services; (e) for R&D purposes allowing LIBELIUM develop new products and services or improve the existing ones; (f) to collect YOUR acceptance to the terms of use of the forums and other sections in LIBELIUM´s websites; and (g) if applicable, to consider YOUR application for employment with us.
- Personal data collected shall be processed by using the security measures requested by Law to avoid their loss, damage or access by any unauthorized third party. YOU may nevertheless be aware of the fact that the existing security measures for computer systems on the Internet are not entirely trustworthy
- Personal data will be stored for the period strictly needed to serve the purposes described above.
- YOU may request from the Controller at any time access to and rectification or erasure of personal data or restriction of processing concerning YOUR data, as well as data portability; YOU may, at any time, withdraw consent without affecting the lawfulness of processing based on consent before its withdrawal;
- YOU may at any time lodge a complaint with the Spanish Agency on Data Protection ([www.agpd.es](http://www.agpd.es)) or with any other supervisory authority;
- Any User/individual Costumer feeling that his/her personal data have been disclosed to us without his/her consent, may contact our Controller to ask from which source their personal data originate, and to exercise any of the above-mentioned rights.
- Automated processing carried out by LIBELIUM, including profiling, shall not involve decision-making affecting YOUR rights.
- LIBELIUM reserves its right to modify its Privacy Policy or these B2B T&C to adapt them to the regulations in force or for any other reason. Provided that the use of LIBELIUM´s websites by Users shall be deemed as User's acceptance of LIBELIUM´s Privacy Policy and B2B T&C, User is hereby requested to check these T&C and any further amendments from time to time.

### **Access**

YOU have the right to obtain confirmation from the Controller as to whether or not YOUR personal data are being processed, and, where that is the case, access to YOUR personal data. The Controller shall provide a copy of the personal data undergoing processing. For any further copies requested, the Controller may charge a reasonable fee based on administrative costs. Where YOU make the request by electronic means, the information shall be provided in a commonly used electronic form.

### **Rectification and erasure ('right to be forgotten')**

Users/individual Customers shall have the right to obtain from the Controller without undue delay the rectification of any inaccurate personal data, and to have incomplete personal data completed, including by means of providing a supplementary statement.

Users/individual Customers shall also have the right to obtain from the Controller the erasure of their personal data without undue delay, in the circumstances set forth in Section 17 of the Regulation.

### **Right to restriction of processing**

Users/individual Customers shall have the right to obtain from the Controller restriction of processing in the circumstances set forth in section 18 of the Regulation.

### **Right to data portability**

Subject to the restrictions in Section 20 of the Regulation, Users/individual Customers shall have the right to receive their personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where:

- (a) the processing is based on consent previously granted; and
- (b) the processing is carried out by automated means.

In exercising their rights to data portability Users/individual Customers shall have the right to have their personal data transmitted directly from one controller to another, where technically feasible.

### **Right to object and automated individual decision-making**

YOU shall have the right to object at any time to processing of personal data for direct marketing purposes, for scientific or historical research purposes or statistical purposes pursuant to Article 89(1) of the Regulation.

Moreover and subject to the limitation in Section 22 of the Regulation, YOU shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning YOU or similarly significantly affects YOU.

### **Privacy Policy**

To the best of LIBELIUM's knowledge, Users may visit LIBELIUM's websites without disclosing their identity or any personal data, unless they voluntarily choose to disclose such information by filling the forms in LIBELIUM's websites. LIBELIUM's servers may only collect domain names but not email addresses of their visitors. This kind of information is used to elaborate reports on visit statistics, the time spent in the websites, websites accessed, the general origin of visitors (through "Favourites", search engines, links from other websites, etc.) to the sole purposes of getting information on how the websites are used and improving their contents and services.

### **Linked sites**

LIBELIUM's websites may provide links to other sites but LIBELIUM assumes no liability on the privacy policies adopted by the linked sites, directly or indirectly. Links to other sites are provided as a suggestion only and do not imply LIBELIUM's warranty or liability concerning their quality, accuracy or contents of the information provided therein.

LIBELIUM does not warrant the veracity or accuracy of the information disclosed by its suppliers, partners or third parties whose products or services are offered through LIBELIUM, their origin, ownership or the use or practical implementation made by Customers/OEM Customers and Users.

## 16. Training

Training offered by LIBELIUM will last three (3) days unless otherwise expressed in an offer.

Training offers will always imply full prepayment, including prepayment of LIBELIUM's trainer travel and accommodation expenses. The following Training Refund Policy shall apply to cancellation of registrations:

- a. Registrations cancelled up to three (3) weeks before the Training, will be refunded 100% of the registration fees
- b. Registrations cancelled less than three (3) before the Training will be refunded 50% of the registration fees
- c. Registrations cancelled on the same day the Training starts, including no attendance, will not be eligible for a refund.
- d. LIBELIUM's expenses already incurred by the date of cancellation will not be eligible for a refund.

Training does not imply the provision of consultancy services to Customer. Customer/OEM Customer should not rely on any opinion, comment or advice provided by LIBELIUM's trainer during Training, for any particular purpose pertaining to Customer/OEM Customer's business and LIBELIUM hereby waives any liability resulting thereof.

Intellectual Property, including copyright, of all Training materials and content belongs exclusively to LIBELIUM. Customer/OEM Customer will not copy, record, reproduce, disclose, broadcast, or assign any part of said materials and content without LIBELIUM's prior written consent. For clarification purposes, this prohibition includes a general ban to record any Training session, or to upload any Training materials to any website or cloud platform.

Whenever a working visa for LIBELIUM's trainer is requested in the country of Customer/OEM Customer to accomplish the Training, Training dates agreed between LIBELIUM and Customer/OEM Customer will be contingent upon LIBELIUM obtaining such visa. LIBELIUM hereby waives any liability, penalty or compensation, should Training be delayed on the grounds of a delay in obtaining such visa.

## 17. Governing Law and Dispute Settlement

These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.

The parties hereto, waiving any other right they may have, expressly agree that any dispute, discrepancy, question or claim arising from the performance or interpretation of these T&C or in connection with them, directly or indirectly, shall be submitted to the competent Courts in the City of Zaragoza (Spain).