

DISCLAIMER

1.- WebSite's Ownership

In accordance with article 10 of the Spanish Law 34/2002 on Information Society Services and Electronic Commerce (hereinafter, "**LSSI**"), we inform you that the website www.copa.do (hereinafter, the "**Website**" or the "**Portal**") is operated by Copado Solutions, S.L. (hereinafter, "**Copado**"), a company with Tax ID number B86815370, registered in the Mercantile Register of Madrid, Volume 31.408, Sheet 115, Page M-565.382, whose registered office is located in calle Valle del Toranzo, número 1-B, bajo C, 28023, Madrid.

2.- Use of the Portal

This disclaimer (hereinafter, the "**Disclaimer**") establishes the conditions governing the use of information society services which are made available by Copado to Internet users by means of the Website.

Access to the Website is free without prejudice of the connection fees and cost of using the telecommunications network that are at the users' expense, as established by the pertinent Network service provider selected by the user.

Copado reserves its right to make modifications and updates on the Website and its contents, layout and presentation, including those related to this Disclaimer, at any time and without prior notice. Therefore we encourage our users to read this document carefully each time before they access and navigate through the Portal. Notwithstanding the above, whether the modification made by Copado strongly affects the use of the Website, Copado will inform the user about such modification.

The user agrees not to use the Website for fraudulent purposes, as well as not to carry out any action that could damage the image, interests and rights of Copado or third parties, and commits himself to a diligent, correct and lawful use of the Website and of the services and contents included therein. In particular, the user agrees not to: remove, ignore or manipulate the "copyright" and other identification data of the rights of their owners included to the contents of the Portal, as well as technical protection devices or any other information mechanisms which may include such content. Likewise, the user agrees not to take any action in order to damage, disable or overload the Website, or that could prevent, somehow, the normal use and functioning of the Portal.

In the event a User breaches this Disclaimer, or Copado reasonably suspects that the User has failed to comply with it, Copado reserves the right to limit, suspend or terminate User's access to the Website, by adopting all the technical measures which are necessary for that purpose. By the same means, Copado reserves the right to decide, at any time, on the continuity of the services provided through the Portal.

3.- Intellectual Property

The intellectual property rights on content layout on the Website (including sui generis rights on the database), graphic design (look & feel), distinctive features (trademarks and trade names), the underlying computer programs (including source codes), as well as the different elements making up the Portal belong to Copado, or Copado has the right to use and exploit them, and in this sense they constitute works protected by the intellectual property legislation in force.

The use of the Website by the user does not in any way involve the assignment of Copado's **intellectual property rights over the Portal, its contents and/or distinctive features** of Copado. To this effect, by means of this Disclaimer, except in those cases where it is legally permitted, it is expressly forbidden to the user the reproduction, transformation, distribution, public communication, as well as making available, extraction and/or reuse of the Website, its contents or the distinctive features of Copado.

It is expressly and strictly prohibited the reproduction of elements or contents of the Website with the aim of profiting or for commercial purposes.

4.- Limitations of Liabilities

The user acknowledges and accepts that the use of the Website is carried out, at all times, entirely under his risk and responsibility. Therefore Copado is not responsible for the misuse or abuse made of the Portal. For this purpose, Copado will only be liable for the damages that the User may suffer from the use of the Website when those damages are due to Copado's willful misconduct.

In particular, Copado will not be responsible for:

- The content of the sites accessed through the links included on the Website. In this regard, the terms set forth in section 5 of the present Disclaimer will apply.
- Damages of any kind caused to the computer equipment of the user caused by viruses, worms, Trojans or other harmful elements. The user acknowledges that the use of the Internet entails the assumption of a risk that their computer equipment may be affected by the elements listed above. For this purpose, the availability of the adequate tools for the detection and removal of malicious electronic programs is under the responsibility of the user.
- Damages of any kind produced to the user that cause malfunctions or disconnection of telecommunications networks that lead to the suspension, cancellation or interruption of the service of the Website prior to or during

the Website's use. In this regard, the user acknowledges that access to the Portal requires services provided by third parties outside the control of Copado (for example: operators of telecommunications networks, access providers, etc.) whose reliability, quality, continuity and operation does not correspond to Copado.

5.- Links

The Website may include links that allow the user to access other pages and Internet portals ('**Linked Sites**'). To this end, Copado acts as a service provider of intermediary services in accordance with article 17 of the LSSI, and will only be responsible for the content and services provided on the Linked Sites to the extent it becomes aware of their illegality and fails to disable the link with due diligence. In the event that the User considers that there is a Linked Site with unlawful or inappropriate content, please notify Copado through support@copa.do This communication will not constitute an obligation to remove the link.

The existence of Linked Sites does not in any way imply that Copado has effective knowledge of any of the services and contents of those websites in the case of illegality, or has necessarily maintained agreements with the managers or owners of the Linked Sites. Likewise, Linked Sites do not imply the existence of a recommendation, promotion, identification or Copado's **conformity with the statements, content or services provided on the Linked Sites. As a result**, Copado is not responsible for the content of the Linked Sites or their terms of use and privacy policies, and the user is responsible for checking and accepting them each time the user accesses and uses the Linked Sites.

The user and, in general, any natural or legal person who intends to establish a link from their website to the Portal, must obtain prior permission in writing from Copado. The establishment of such link does not imply the existence of a relationship between Copado and the owner or proprietor of website, nor the acceptance or approval by Copado of its contents or services.

In any case, Copado reserves the right to prohibit or disable at any time the links to the Website, especially in the case of wrongfulness of the activity or contents of the Linked Site.

6.- Generalities

The use of the Website is governed and interpreted in accordance with Spanish legislation and, by using the Portal the user agrees that any dispute or litigation arising between the user and Copado will be heard by the competent courts and tribunals in accordance with the applicable legislation.

In the event that a provision contained in this Disclaimer is declared void, Copado will remove or replace such provision. In any case, such declaration of invalidity shall not affect the validity of the remaining provisions contained in this Disclaimer.