

**PARTICULAR CONDITIONS OF USE
FOR THE METASHIELD METASHIELD CLEAN-UP
ONLINE-ANALYSIS SERVICE**

**IMPORTANT: PLEASE READ THESE PARTICULAR
CONDITIONS CAREFULLY BEFORE USING THIS**

SERVICE.

The present particular conditions (hereinafter, the "Particular Conditions") constitute an agreement between Telefónica Innovación Digital S.L.U., bearing tax identification code (N.I.F.) B83188953 and with registered office at Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid, España and **You** (whether as a natural or legal person) with respect to the use of the hired service **METASHIELD CLEAN-UP ONLINE-ANALYSIS** (hereinafter, also, the "Service" or "**ANALYSIS**"), by yourself.

ANALYSIS is owned by **Telefónica Innovación Digital** and, together with any other **ANALYSIS** service that **Telefónica Innovación Digital** has or may launch in the future, it is included in the company's "METASHIELD ONLINE SERVICES".

ANALYSIS is protected by international copyright laws and treaties as well as other applicable laws and treaties relating to intellectual and industrial property. **ANALYSIS** is not licensed or sold.

ANALYSIS includes:

- Updates, releases, improvements, future versions;
- Supplements or associated software components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany such services, in which case those terms will apply.

The unreserved acceptance of these Special Conditions is indispensable for the use of **ANALYSIS**.

The Metashield product family is part of the TU product portfolio. The General Terms and Conditions of Use of TU Services shall apply to all matters not expressly provided for in these Particular Conditions, and TU's Privacy Policy shall apply to the processing of data in the provision of the services and products of the Metashield product family, both of which are available at www.tu.com.

1. OBJECT

These **Particular Conditions** regulate the provision, by **Telefónica Innovación Digital** to **You**, of the access to and use of **ANALYSIS**.

These **Particular Conditions** do not imply any obligation for **Telefónica Innovación Digital** to update any software, or to issue any version, release or update of **ANALYSIS**.

2. DESCRIPTION OF THE SERVICE

The **ANALYSIS** function allows **You** to analyse or see, without any limitations, the metadata of certain files (*.docx, *.wbk, *.xlsx, *.xlsb, *.xlsm, *.xltx, *.ppsx, *.pptx, *.doc, *.wpd, *.xls, *.xlk, *.xlt, *.xar, *.ppt, *.pps, *.tmp, *.asd, *.oth, *.odg, *.odt, *.odp, *.ods, *.odm, *.odf, *.otg, *.otp, *.ott, *.ots, *.sxw, *.pages, *.key, *.numbers, *.jpg, *.jpeg, *.png, *.tif, *.tiff, *.avi, *.mp4, *.mp3, *.pdf, *.indd, *.rtf, *.cr2, *.crw, *.svg, *.svgz, *.rdp, *.ica, *.zip, *.tar, *.wry, *.wncy) and display the detected metadata on your screen, as well as the possibility of requesting other services of the METASHIELD product family.

When the webpage is closed or the analysis process is restarted, any record generated as a consequence of the Service will be completely erased.

Telefónica Innovación Digital will indefinitely compile and store any detected metadata information for later consultation, as well as for its statistical use and to improve the Service. You may request that this information be deleted permanently.

The **ANALYSIS** services imply the storage of the files by **Telefónica Innovación Digital** during the period of time deemed necessary for the extraction of metadata. After this, the files are permanently deleted.

ANALYSIS can be accessed through the following link: <https://metashieldclean-up.tu.com>

3. SERVICE PROVISION

ANALYSIS may be used by accessing <https://metashieldclean-up.tu.com>. An internet connection is required as well as an electronic device with a compatible web browser. These elements, being outside the scope of these **Particular Conditions**, must be provided by **You**.

3.1. Technical requirements for the provision of the service

The following is a summary of the technical specifications that **You** must observe in order to access and use the Service. These specifications are of a

minimum nature, and the performance of **ANALYSIS** may vary for various technical reasons beyond the influence of Telefónica Innovación Digital, such as, for example, available bandwidth, type of electronic device used by **You**, version of the operating system or browser used, etc.

If the minimum technical requirements to access the Service change, Telefónica Innovación Digital will make the information available to you via email or on the web

page <https://metashieldclean-up.tu.com>,

3.2. Internet connection

Access to **ANALYSIS** requires the use of an Internet connection by **You** with a minimum symmetrical bandwidth dedicated to the Service of one megabit per second (1Mb/s) to ensure proper operation.

It is your responsibility to configure the aforementioned Internet connection that is required to provide the Service. In no case will **Telefónica Innovación Digital** configure those parameters.

3.3. Compatible web browser

In order to ensure proper provision of the Service, **You** must use the most updated versions of web browsers: Microsoft Edge, Mozilla Firefox or Google Chrome, as well as any other that may be compatible with the Service and following the technical specifications described in these General Conditions. In case of doubt, **You** may consult metashield-soporte@tu.com.

The use of browser extensions or add-ons may negatively affect or even prevent the proper provision of the Service; **Telefónica Innovación Digital** is exempt from any liability that may arise from such events.

3.4. Start-up of the Service

Telefónica Innovación Digital will make reasonable efforts to provide support services during the process of registration or access to **ANALYSIS** ("Support Services"). Any request for Support Services should be sent to Telefónica Innovación Digital through the following email address metashield-soporte@tu.com.

4. CLIENT OBLIGATIONS

4.1. Use

To respect the use of **ANALYSIS**, **You** further agree that **You** (and that the End Users as explained below):

(a) must comply with Telefónica Innovación Digital' instructions regarding the use of "**ANALYSIS**":

(b) must not (i) use **ANALYSIS** in a manner that is inconsistent with the reasonable use of **ANALYSIS** and principles of good faith, (ii) use **ANALYSIS** in a manner that, in **Telefónica Innovación Digital'** judgment, directly affects (or is likely to affect) **ANALYSIS** or other **Telefónica Innovación Digital** customers, (iii) use **ANALYSIS** in any way that may disturb, interfere with, distort or damage **Telefónica Innovación Digital** systems, (iv) use **ANALYSIS** fraudulently or in connection with a crime, (v) use **ANALYSIS** to send, receive, store or knowingly communicate any material that is illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, including a nuisance or deception or any other type of material susceptible to cause offense, (vi) use **ANALYSIS** to harass, spy on, disturb, cause unnecessary distress or anxiety to any person, or to impersonate any other person or act in any way that may reasonably be considered unpleasant, or that is harmful to others in any way, (vii) use **ANALYSIS** in a manner that contravenes any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use **ANALYSIS** to send spam or send unsolicited advertising or promotional material, (ix) use **ANALYSIS** to send or transmit content or software material, that consists in or contains a virus, (x) use **ANALYSIS** in a manner that may damage the reputation of Telefónica Innovación Digital or any entity within the Telefónica Group, the reputation of METASHIELD ONLINE SERVICES or otherwise discredit Telefónica Innovación Digital or the reputation of third parties, (xi) use **ANALYSIS** in any way that violates copyrights, trademarks, confidentiality, privacy or infringes intellectual property rights or industrial third party rights, (xii) own or continue to maintain the licenses, consent and/or notifications required under any applicable law, regulation and/or administrative order to receive and use **ANALYSIS**, should they exist.

(c) will use **ANALYSIS** only (i) for internal use in ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided for in these **Particular Conditions** and any documentation that is part of **ANALYSIS**.

(d) will not use any documentation that is part of **ANALYSIS** except to support its authorized use;

(e) will not, notwithstanding that which is expressly set forth in these **Particular Conditions**, (i) modify, adapt, translate, duplicate, disassemble, decompile, reassemble, reverse compile or reverse engineer or take similar actions with respect to **ANALYSIS** or the mobile applications that you can access through **ANALYSIS** for any purpose whatsoever, or (ii) attempt to discover the underlying source code or algorithms of **ANALYSIS** or the mobile applications that you

can access through ANALYSIS (unless prohibited by current law and then only to the extent specifically permitted by the applicable law, and only after providing **Telefónica Innovación Digital** with reasonable written notice in advance and the opportunity to respond);

- (f) in designing, modifying or developing software for services that are similar in their purpose, scope or function to **ANALYSIS**, will not participate in competitive MARKING FILE, benchmarking, use, evaluation or visualization of **ANALYSIS** or create any derivative based on **ANALYSIS**, either for internal use, licensing or resale; and
- (g) must comply with applicable laws and will not allow any party, either directly or on your behalf, to infringe or violate any of these restrictions.
- (h) with respect to the maintenance of copyright notices, will not remove nor modify any copyright notice in any of the copies of **ANALYSIS** nor in any of the mobile applications that you will be able to access by using Metashield **ANALYSIS**.
- (i) will not share with third parties any information it may access as a result of your use of **ANALYSIS**.

5. OBLIGATIONS OF TELEFÓNICA INNOVACIÓN DIGITAL

5.1. Access

Telefónica Innovación Digital grants You the right to access and use **ANALYSIS** on files for which the Service was designed.

5.2. Service availability

Telefónica Innovación Digital will put forth its best efforts to provide maximum availability and continuous access to **ANALYSIS**.

5.3. Customer support and technical assistance service

Telefónica Innovación Digital will provide you with an additional technical assistance service for **ANALYSIS** via email addressed to metashield-soporte@tu.com.

6. SUPPORT SERVICES

Requests for Support Services will be handled by **Telefónica Innovación Digital** as soon as possible via email addressed to metashield-soporte@tu.com.

7. FEES

It must be taken into consideration that to access and use **ANALYSIS** is free.

8. DURATION AND TERMINATION

The validity of these Particular Conditions will be maintained during the time of use of **ANALYSIS** applied to a file.

Once finalized, a new acceptance of these Particular Conditions will be necessary.

Notwithstanding the foregoing, **Telefónica Innovación Digital** may, at its sole discretion and without prior notice, terminate these **Particular Conditions**.

In addition, **Telefónica Innovación Digital** may terminate this relationship immediately in the event that **Telefónica Innovación Digital** determines, at its sole discretion, that the provision of the Service offered to **You** is prohibited by applicable law or rendered impracticable or unfeasible for any legal or regulatory reason, (iii) **Telefónica Innovación Digital** determines, at its sole discretion, that **You** breach any of the terms and conditions of this document or that **You** are using **ANALYSIS**, or are acting in such a way that the use of **ANALYSIS** granted to other customers or on any infrastructure related to **ANALYSIS** may be adversely affected or (iv) **Telefónica Innovación Digital** determines, at its sole discretion, that your use (or that of your End Users) of **ANALYSIS** poses a security or service risk that may involve the responsibility of **Telefónica Innovación Digital** or third parties.

Upon termination or expiration of these Terms, the right to use **ANALYSIS** automatically and immediately ends.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying feature on **ANALYSIS** and its copies, as well as any other distinctive signs, patents, license or copyright are the intellectual or industrial property of **Telefónica Innovación Digital** or its suppliers.

These **Terms** only grant **You** the limited right to use **ANALYSIS** under the terms and restrictions specified herein. You do not have and will not acquire any other right, title or interest in connection to this Service, which will at all times be under the exclusive ownership of

Telefónica Innovación Digital or a third party licensor applicable to **Telefónica Innovación Digital**.

All titles and intellectual property rights over the content that can be accessed through the use of **ANALYSIS** are the property of the respective owner of the content and may be protected by applicable laws and copyright or intellectual property treaties. These Terms do not grant **You** any right to use such content. All rights not expressly granted are reserved by **Telefónica Innovación Digital**.

You acknowledge and agree that **Telefónica Innovación Digital** will be the sole owner of improvements, updates or derivative works of **ANALYSIS** that are developed by **Telefónica Innovación Digital** during and after the termination of these **Terms**. Without limiting the foregoing, **You** expressly acknowledge and agree that **Telefónica Innovación Digital** will be the sole owner of any newly developed intellectual and industrial property, including but not limited to (i) newly developed, revised or modified source code and (ii) those related in any way to

ANALYSIS or to the general business of **Telefónica Innovación Digital**, regardless of whether they are developed, revised or modified in response to your requests, suggestions or ideas, even if they are made via payments made by **You**. During the validity of these **Terms**, and thereafter, you will not claim the invalidity of **Telefónica Innovación Digital**' intellectual property right over **ANALYSIS**, or contest the right, title or interest of **Telefónica Innovación Digital** in and to **ANALYSIS**, and shall not cause, influence or help in any way from any other party to make such claims or disputes.

10. NO WARRANTIES

Telefónica Innovación Digital expressly waives the right to grant any warranty for **ANALYSIS**. **You** understand and expressly accept that the use of **ANALYSIS** is exercised at your own risk. **ANALYSIS** is supplied as is and according to availability. Without any express or implied warranty of any kind, including, but not limited to, any warranty of merchantability, non-infringement or fitness for a particular purpose, even without guarantee that **ANALYSIS** will meet your requirements or that use of the Service may be uninterrupted, timely, secure or free of errors, or that the results that can be obtained by using **ANALYSIS** are accurate or reliable or that the quality of **ANALYSIS** meets your expectations. **Telefónica Innovación Digital** does not guarantee or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other elements contained in **ANALYSIS**. **Telefónica Innovación Digital** makes no guarantees regarding any damage that may

be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other computer program of this type. **Telefónica Innovación Digital** also expressly disclaims any warranty or representation to End Users or third parties.

You agree to hold **Telefónica Innovación Digital** harmless and indemnify it and its affiliates (including any entity within the Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third-party claim arising from or related to your use (or use by End Users) of **ANALYSIS** with respect to these **Terms** (ii) any and all damages as a result of a violation by **You** or your End Users of any applicable regulation or law or as a result of any other action related to the use of **ANALYSIS**, or as a result of a breach of any of these **Terms** by your End Users or as a result of the use of the **ANALYSIS** by your End Users; (iii) any claim against **Telefónica Innovación Digital** made by any of your End Users or third parties related to any service, content or other service provided or sent by **You** (directly or through your End Users) using **ANALYSIS**, or (iv) any damage to any equipment belonging to **Telefónica Innovación Digital** or any other Telefónica Group company caused by your breach or a breach by your End Users of these **Terms**; including any liability or expense arising from all claims, losses, damages (actual or consequential), requests, lawsuits, costs of litigation and attorney's fees, or of any kind and nature. In such case, **Telefónica Innovación Digital** will provide you with written notice of such claim, suit or action.

11. LIMITED LIABILITY

In no event shall **Telefónica Innovación Digital** be liable for any damages (including, without limitation, loss of profits, loss of business, business interruption or loss of information) that arise from your use or inability to use **ANALYSIS** (including by your End Users), the cost of the acquisition or goods and substitute services, the declaration or the conduct of third-party services or products, even if **Telefónica Innovación Digital** has been advised of the possibility of such damages.

In no case shall **Telefónica Innovación Digital** be liable for the loss of data or for indirect, special, incidental or consequential damages (including losses, business losses, whether direct or indirect, or loss or corruption of data), or for any other indirect or consequential loss, or for damages based on these **Terms**, grievance or otherwise.

Telefónica Innovación Digital shall have no responsibility with respect to the content of **ANALYSIS** or any part of the Service, including, but not limited to errors or omissions, slander, infringement of

advertising rights, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or disclosure of confidential information.

In any case, the aggregate limit of liability of **Telefónica Innovación Digital** for all damages arising from or related to these **Terms** or **ANALYSIS** will be limited to fifty percent (50%) of the fee paid by you for the right of access to and use of **ANALYSIS** and received by Telefónica Innovación Digital after the last twelve (12) months immediately preceding the event that gave rise to the claim.

Nothing in this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from that party's negligence; or (ii) fraud or false or misrepresented statement.

Nothing in this agreement will exclude or restrict the liability of any party for any liability that cannot be excluded or restricted by law.

12. CONFIDENTIALITY

You agree to treat any information, data, news or documents in any means related to **ANALYSIS** that you obtain or receive as a result of the conclusion or execution of these **Terms** (the "Confidential Information") in a strictly private and confidential manner and not to disclose any such information to third parties.

The commitment established in the previous paragraph will not be considered breached if the information, news, data and/or documents are already in the public domain when they are disclosed or if the disclosure of such information is required by law or a competent authority orders the total or partial disclosure of Confidential Information.

For the purposes of this section, the Confidential Information also includes these **Terms**, including relevant consideration of the **Telefónica Innovación Digital** system, any document, business offer, information or presentation that has been provided to you by

Telefónica Innovación Digital related to the technology of **Telefónica Innovación Digital**' business partners, promotional and marketing activities, finance and other business matters.

The confidentiality obligations set forth in this document will survive the termination of these **Terms** and will continue until any of the exceptions included in this article apply.

If **You** are required by an applicable statute, law or regulation or by a legal or regulatory authority to

proceed to disclose any Confidential Information, you must properly notify **Telefónica Innovación Digital** (if the law, regulatory authority or relevant authority permits it) the need to do so for the affected party to be able to make a timely request for a protection order or other appropriate remedy or to waive compliance with the terms of this section. **You** also agree to cooperate with **Telefónica Innovación Digital** in your efforts to obtain such an order of protection or other remedy. In the event that such a protection order or other remedy is not obtained, **You** must allow the provision only of the portion of Confidential Information in this document that is advised as per the opinion of a lawyer that should legally disclose and make reasonable efforts to obtain guarantees that confidential treatment will be applied to such Confidential Information.

13. LAW AND JURISDICTION

These **Terms** will be governed by Spanish Law.

The parties agree to submit any disagreement in the interpretation and execution of these **Terms** to the courts and tribunals of the city of Madrid.

14. CONTRACTING AND OUTSOURCING

You may not assign these **Terms** or transfer in any way your rights or obligations, including credentials or any other right, without the prior written consent of **Telefónica Innovación Digital**.

Telefónica Innovación Digital may sell, assign or transfer the Metashield Services and consequently these Particular Conditions to third parties, whether a member of the Telefónica Group or not, without prior consent and/or notification to the Customer.

Telefónica Innovación Digital may at any time subcontract part or all of its obligations under this contract.

15. PUBLICITY

Telefónica Innovación Digital may use your name and/or logo in a list of customers to be used in market materials provided that you give your consent to **Telefónica Innovación Digital** via email in the related request sent by **Telefónica Innovación Digital**.

Within forty-five (45) days of signing these **Terms**, **Telefónica Innovación Digital** may publish a press release announcing its relationship with **You** as a client, provided that you have had the opportunity to review and approve the press release.

16. PRIVACY

Telefónica Innovación Digital is committed to respecting the privacy of its clients and users and the secrecy and security of their personal data, which is why we inform you that Telefónica Innovación Digital S.L.U. It will process your personal data to provide ANALYSIS, in accordance with the provisions of the TU Services Privacy Policy, which you can consult here:

<https://www.tu.com/pages/politica-de-privacidad>

17. CONTRACT MODIFICATION

Telefónica Innovación Digital may modify these **Terms** through (i) technological changes, (ii) regulatory changes that affect the Service, or (iii) evolution of the Service itself, publishing it at the website <https://metashieldclean-up.tu.com>, for your information.

18. CONSERVATION AND INTEGRITY OF THESE TERMS AND NON-WAIVER

The declaration of nullity or invalidity of any clause of these **Terms**, unless they are of an essential nature, will not affect the validity and effectiveness of the other clauses.

The failure or delay by any of the parties involved in these **Terms** to exercise or enforce any right, power or remedy under these **Terms** will not be considered a waiver of such right, power or remedy.

19. NOTIFICATIONS

To You: Unless otherwise stated in this document, the notices made by **Telefónica Innovación Digital** under these **Terms** will be provided to You through the email address You have provided to **Telefónica Innovación Digital** in the registration process that was completed to acquire the right of access to and use of **ANALYSIS** or at any updated email address that **You** have provided to **Telefónica Innovación Digital** and/or affiliates. It is your responsibility to keep your email address up to date and you will be deemed to have received any email sent to that address, if it is sent from Telefónica Innovación Digital and/or affiliates, regardless of whether you actually received the email.

To Telefónica Innovación Digital: For notifications that **You** send to **Telefónica Innovación Digital** under these **Terms** and for questions regarding these **Terms** or **ANALYSIS**, you may contact us via the email address metashield@tu.com.

Any support-related question or consultation regarding **ANALYSIS** should be made via the contact information provided above.