



General Conditions of Use

The present general conditions of use regulate permitted access and use of the different services available through TWINDOCS International Services, S.L. (from here on referred to as TWINDOCS) at <https://www.twindocs.com>, (from here on referred to as the Web Site).

Acceptance of the present general terms of use implies you acquire the condition of User. It shall be understood that such acceptance is without reservation of any kind, and referred to all and each one of these general terms, as well as to any specific conditions regulating the use of services whose access is given through a telephony operator chosen by the user among those with an established agreement with TWINDOCS for such purpose.

1. DESCRIPTION OF TWINDOCS SERVICES

1.1 In accordance with these general conditions, TWINDOCS provides the User with the following services (from here on referred to as the Services):

- Service of reception and automatic storage in the User's account of electronic documents sent by entities with which the User has subscribed such service. The storage of these documents shall not be subject to capacity limit of any kind.
- Storage service of all electronic contents included by the User in the TWINDOCS platform (from here on referred to as the Contents, together with the electronic documents before mentioned) limited to a maximum depending on the type of the account of the User. TWINDOCS may change this limits in the future, notifying the User such change in at least a month advance.
- Contents exchange with other TWINDOCS users through the option "send document" from the stored documents menu.

- Electronic management of the Contents through a personalized account, including the following functions:
 - Contents arrangement, classification and retrieval.
 - Visualization of Contents filed in PDF format.
 - Access to all the User's Contents through web interface.
- 1.2 TWINDOCS reserves the right to modify the presentation and configuration of the Website; such modification shall not affect Service level. Also, TWINDOCS may offer the User additional services to those described above, and the User can freely decide to accept or refuse them. Such services shall be subject to their own specific terms.

2. USER OBLIGATIONS

- 2.1 The User undertakes to pay the Service Rates (in compliance with clause 3 below), and to use the Website and Services diligently, according to law, moral, public order and the present general conditions as well as those specific that might be applicable; the User shall also refrain from using the Services in any way that might impede the normal operation and use of the Services or the Website, or that could damage TWINDOCS goods or rights, or those of its suppliers, users or third parties.
- 2.2 More specifically and without prejudice of the general conditions described above, the User, when using the Web Site and the Services, undertakes to:
- a) Not introduce, store or issue through the Website or any of its Services any Content – including files, computer programs, data, viruses, codes or any other electronic element - likely to interrupt, destroy or limit the functionality of any computer software or hardware of Website and Services of TWINDOCS, of its suppliers, users or third parties.
 - b) Not use false identities or impersonate others in the use of the Web Site or any of the Services, including the use of third parties passwords and codes or any other form of access.
 - c) Not conceal or falsify in any way the origin of the Contents managed with the Services, not intercept, erase or modify other

Users Contents, and not use the Website or any of the Services for massive mailing of Contents or any kind of electronic message.

- d) Not destroy, alter, or disable data, information, programs or electronic documents propriety of TWINDOCS, its suppliers or third parties.
- e) Not use information obtained through the Website or any of the Service to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, collect or store personal data about other users.

3. SERVICES RATES AND BILLING

- 3.1 TWINDOCS will charge the User its Services (from here on referred to as the Rates).

TWINDOCS will keep public information about the current rates on its Website and applications. Applicable rates will be shown to the User when he or she starts any TWINDOCS service purchasing process.

- 3.2 Multiple payment methods accessible from the Website can be used. Billing shall be in for the amount and periods expressly specified.
- 3.3 TWINDOCS will revise the rates periodically, and notify the User by email of the revised Rates as well as of the date these shall come into force in a minimum of two months advance. If in two months from the reception of this notification the User has not expressed disagreement with the revised Rates, these will be considered accepted by the User. If during this period the User notifies his/her will not to accept the new Rates, TWINDOCS will continue providing Services to the User until the expiration of the period accepted before, ending the relationship with the User, in accordance with clause 13 of the present General Conditions.
- 3.4 The User will identify him/herself and will indicate all the necessary data to comply with legal tax regulations, and will be at all times informed in case of impossibility to provide services and enforcement of clause 5.2 of the present Conditions.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 4.1 The User accepts that all the elements in Website and the Services, information, linked materials, structure, selection, order and presentation of the Website and the Services as well as the computer programs used in them are protected by TWINDOCS or third parties Intellectual and Industrial property rights.
- 4.2 Unless authorized by TWINDOCS or, third parties in possession of such rights, or that it is legally permitted, the User cannot reproduce, transform, change, do reverse engineering, distribute, rent, lend or allow access to other users by any other means of public communication any of the elements referred to in paragraph 4.1.
- 4.3 The User should use information, materials and elements as well as each Service from this Website only for his own needs, avoiding any kind of commercial use of the Services, materials, elements or information obtained through the Website or the Services.
- 4.4 The User shall not delete logos of rights (of Intellectual and Industrial property) of TWINDOCS or third party's from this Website or the Services. The User shall not elude nor manipulate any technical devices established by TWINDOCS or third parties, in the Website, in any of the Services or in any materials, elements and information in the Website for the protection of his/her rights.

5. PROTECTION OF PERSONAL DATA

Collection of User data in a File owned by TwinDocs International Services, Ltd.

- 5.1 In compliance with personal data protection regulations [1], TWINDOCS informs the User about the existence of a Personal Data File created for and by TWINDOCS under its responsibility with the following purposes: to render the Services and to maintain and manage the relationship with the User and the information, training and marketing of TWINDOCS Services and all the activities related.
- 5.2 When registering with TWINDOCS the User will be ask to provide personal data necessary for the provision of the Services. During the registration process the User will be informed of the nature, necessary or optional, of the collection of such data for the rendering of the Services. Nevertheless, lack of optional data will impede TWINDOCS provision of all those services related to them.
- 5.3 TWINDOCS informs the User about the possibility to exercise his/her rights of access, rectification, objection and cancellation of the personal data collected by TWINDOCS, (see our privacy policy

at www.twindocs.com) and TWINDOCS may require from the User the necessary documentation for the legal resolution of such requests.

Custody of Contents

- 5.4 For the provision of Services, TWINDOCS shall use the personal data included in the Contents under its custody (from here on referred to as the Data) only for the purpose of Service implementation, and shall not implement or use them for any purpose other than that stipulated in the present Contract, and shall not disclose them to third parties other than those legally established.
- 5.5 TWINDOCS will take the necessary organizational and technical measures to guarantee Data security, confidentiality and integrity and will avoid alteration, loss, unauthorized access or treatment, in accordance with the current legislation on personal data protection [2].
- 5.6 Once the contracted service provision established under the present General conditions expires, TWINDOCS will destroy the Data or give them back to the User, according to the User's decision.

Subscription to Contents sent by Issuers.

TWINDOCS will receive and store in an electronic file those contents requested by the users from those Issuers who have signed the necessary collaboration agreement with TWINDOCS.

The Issuer will send to the User's TWINDOCS account the notifications, communications and any information about the services and transactions referred exclusively to those actions involved in the provision of the services previously agreed.

The User accepts the reception in his/her account of documents regarding his/her particular relationship with the Issuer.

TWINDOCS is not responsible for the veracity or accuracy of Documents content, nor for the disputes between the User and the Issuer in relation to such Documents or to the legal business resulting in the issuing of those Documents, limiting its function to Document custody and access control, in compliance with the present Conditions.

The Issuer and TWINDOCS may carry out joint audit and revision of TWINDOCS User state, to verify the correct provision of service to the User and the correct development of their collaboration agreement.

TWINDOCS shall not take responsibility should the collaboration agreement finish or should the Issuer stop sending documents to the user's folder. In such cases TWINDOCS shall only preserve those documents received by the Issuer until that moment, without prejudice of the document management functionalities of the application.

The services provided, as well as all the necessary and subsidiary activities linked to them, will be provided by TWINDOCS autonomously, with no dependence on the Issuers.

6. PASSWORDS

TWINDOCS will provide each User with a password to use the Services. The User is responsible for maintaining the confidentiality of the password and for all possible damages that may occur under the password or account as a consequence of security breach or revelation of secret. For safety reasons the Password may be changed by the User at any time.

TWINDOCS may update its Identification system and access for security and service improvement reasons at any time, previously notifying any changes to the User.

7. COMMUNICATIONS

The User understands and agrees that the TWINDOCS may send him/her newsletters on its products or services by electronic means, post mail or any other means of communication, and the User may request at any time to stop receiving such communications. In order to present such requests or any other kind of consult or comment, the User may address TWINDOCS by any of the following:

(i) sending an email message to info@twindocs.com or

(ii) posting your request to our contact address (see section 15).

8. COOKIES

TWINDOCS will use "cookies" for a better and faster navigation and provision of the Services. "Cookies" are small pieces of data sent from a website and stored in a user's web browser while a user is browsing a website.

When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website visited before to have a faster access.

The purpose of TWINDOCS "cookies" is to personalize the services we offer, giving you information of interest. "Cookies" do not extract information from your computer, and do not fix where you are. If notwithstanding all this, you do not want to use "cookies" in your hard disk, we ask you to configure the browser of your computer to not receive it. Also the User can destroy the unwanted "cookie". However, the performance of the website may decrease.

9. LIMITATION OF LIABILITY

TWINDOCS Exclusion of Liability

- 9.1 When permitted by law, TWINDOCS: a) will have no obligation to supervise the Contents stored or managed as a result of using our Services, b) will not supervise the user's activities as a result of using our Services. So, TWINDOCS will not be responsible of any claim under these terms.
- 9.2 TWINDOCS will not be liable, in any case, of possible failures to comply with Services or delay in the provision of Services, especially when: a) they are due to omission or actions of the user; b) they occur during Service maintenance or modifying period, giving the User reasonably advanced notice (given that the need to carry out such activities has been or can be foreseen); c) they are owned to circumstances beyond TWINDOCS control.
- 9.3 The user takes total responsibility for the use of Services; TWINDOCS will not intervene in this use once the services have been put at User's disposal. In particular, if the User authorizes third parties to transfer Contents to his/her personal TWINDOCS account (for example, in the case of entities offering the User such possibility).
- 9.4 Except in the event of serious fault or fraudulent act by TWINDOCS or the User has the condition of consumer - in accordance with provisions of data protection regulations [3] -, and without prejudice of clause 9.2 above, TWINDOCS shall not take liability in any damage the User may suffer as a consequence of the Services.
- 9.5 In any case, TWINDOCS liability will not extend to more than the proportional part of the average monthly rate billed to the User the previous three months.

10. DISCLAIMER OF WARRANTIES

- 10.1 TWINDOCS undertakes to make every necessary effort to guarantee the availability and continuity of its Website as well as its Services. However, TWINDOCS cannot guarantee that the Services of the Website be at all times correctly operating, that the User may access and use them timely, secure or error-free. In the same way, TWINDOCS cannot guarantee the suitability and Content of the Website or any Services for the satisfaction of User's specific needs.
- 10.2 TWINDOCS will act diligently according to the general uses accepted in the sector, in order to avoid presence in the Website or in any of the Services of viruses or other harmful elements that can alter the User's computer system, electronic documents or files, but cannot guarantee the absence of such elements, not accepting liability in the damages they may cause.
- 10.3 The TWINDOCS Services may provide, or third party may provide links to other Websites or resources. The User acknowledges and agrees that TWINDOCS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. The User further acknowledges and agrees that TWINDOCS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

11. VOLUNTARY CANCELLATION OF SERVICES

- 11.1 TWINDOCS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the TWINDOCS Services (or any part thereof). So, the User can delete his TwinDocs account asking for to his Issuer or by visiting our Website. In this case, the User shall use the Function "Cancel" which can be found in his TWINDOCS account or, if not, he shall send a signed mail confirming his cancellation request, and also a copy of ID to our contact address (see section 15). TWINDOCS reserves the right to confirm the User such request for cancellation.
- 11.2 Once received and checked validity of the request, TWINDOCS will process and make it effective as soon as possible and in no later than three days. In such cases, TWINDOCS will charge the User with the rates for the Services provided and still not billed.

12. USER BREACH OF CONTRACT

- 12.1 TWINDOCS may suspend or stop providing its Services if the User does not comply with the terms or policies of TWINDOCS or detects suspected misconduct, without affecting the responsibility for any damage that may derive.
- 12.2 In particular, and without affecting the stipulations in the paragraph above, TWINDOCS may suspend or stop immediately the provision of Services if the User has failed to make payment of rates in the established period.
- 12.3 The User will respond for any damages that TWINDOCS, its suppliers or other Users can suffer directly or indirectly as result of the non compliance with any of the obligations derived from the particular or general conditions related to the use of the Services or the Website. In the same way, the User will hold TWINDOCS harmless in case of sanction, claim or lawsuit that may be brought by a third party, including public institutions, against TWINDOCS, its employees or agents as a consequence of the violation of rights of a third party by the User through the Services or the Website in a way contrary to the general and particular conditions of use that may be applicable.

13. TERMINATION OF SERVICES

- 13.1 Once the provision of Services is terminated –due to User’s will or User’s breach of these General Conditions of Use-, TWINDOCS will provide the User with all the means to get back the Contents stored in the TWINDOCS account and download to his/her hard disk for a period of 15 days. Finished this period, TWINDOCS will destroy all Content and existing copies. All this complying with the terms or policies of TWINDOCS or as otherwise required by law.

Once cancellation is effective, TWINDOCS will report it to the telecommunication entity through which Services are billed to ensure no further billing.

14. APPLICABLE LAW

The present general conditions of use are governed by Spanish legislation.

15. CONTACT ADDRESS

TWINDOCS International Services, S. L.
C/Bari 39, 1planta

50197 Zaragoza
SPAIN

16. REGULATIONS

[1] Organic Law 15/1999 for Personal Data Protection.

[2] Royal Decree 1720/2007, of 21 December, which approves the regulation implementing Organic Law 15/1999, of 13 December, on the Protection of Personal Data.

[3] Spanish Royal Legislative Decree 1/2007, of 15 November, General Law on the Consumer and Users Protection Act and other subsidiary laws.