



#### **CONDITIONS OF USE**

#### **1. CORPORATE INFORMATION**

The owner of the Website hosted under the domain name <u>https://www.monteloeder.com/</u> (hereinafter, "Website") is **MONTELOEDER, S.L.** (hereinafter, "SUANNUTRA") with registered office at C / Miguel Servet 16 (nave n° 17), CP 03203, Elche, Alicante, Spain.

## 2. CONDITIONS OF USE

These conditions of use regulate access to and use of the Website. Access to or use of the Website implies acceptance by the User of these Conditions of Use.

However, special conditions may be established for the contracting or use of certain services or products offered through the Website.

#### 3. NON-PERMITTED USES

As a User of the Website, we inform you that it is PROHIBITED and, therefore, its consequences will be your sole responsibility, to access or use the Website for illegal or unauthorised purposes, with or without economic purpose, and, specifically, and without the following list being absolute, it is prohibited:

- 1. Use the Website in an unlawful manner, or in any other manner which could damage, overburden or impair the Website itself.
- 2. Introduce computer viruses, defective files, or host, store, distribute or share any other material or software that may cause damage or alterations to the contents, programmes or systems of the Website.
- 3. Use or resell for unauthorised commercial purposes the contents included in the Website without prior authorisation from SUANNUTRA.





SUANNUTRA shall be entitled to take the necessary measures in the event of noncompliance with the provisions of this clause, either at its sole discretion or at the request of the third party concerned or the competent authority. The adoption of such measures shall not give rise to any right to compensation.

## 4. USE OF THE WEBSITE: RESPONSIBILITIES

The User is entirely responsible for accessing and correctly using the Website in accordance with the laws in force in Spain, as well as with the principles of good faith, morality and public order, and with the commitment to diligently observe any instructions that, in relation to such use and access, may be provided by SUANNUTRA in accordance with the provisions of these Conditions of Use.

The User is obliged to make reasonable use of the Website and its contents, according to the possibilities and purposes for which it was conceived.

The User is solely responsible for the information, opinions, allusions or content of any kind that he/she may communicate through the Website.

SUANNUTRA does not guarantee the usefulness, accuracy, completeness, relevance and/or timeliness of the contents of the Website. The information and content provided through the Website on APIS and NUTRA does not in any way constitute the provision of a service or advice on the specific subject matter of such content.

The User acknowledges that the information contained in the contents may be insufficient for making decisions of any nature. Therefore, the information included in the contents of the Website cannot be considered as an alternative to any type of recommendation, advice or specific counselling, SUANFARMA advises the User not to take decisions based on the information contained in the contents without obtaining appropriate professional advice.

## 5. PERSONAL DATA PROTECTION AND COOKIES





The collection and processing of personal data supplied by the User, as well as the exercise of the User's rights over said data, shall be governed by the Website's **Privacy Policy**.

#### 6. DISCLAIMER OF LIABILITY

## 6.1. For content provided by Users

If any of the contents, files, information, advertising, opinions, concepts and images hosted on the Website are contrary to the law, morality, good faith and public order or contain any type of computer virus or similar software routine, they will be removed.

SUANNUTRA is not responsible for the contents, files, information, advertising, opinions, concepts and images that do not depend on the Website, nor are they managed by SUANNUTRA.

SUANNUTRA shall not assume any liability, whether direct or indirect, arising from the misuse of the Website or its contents by the User, who shall assume, in any case, under his sole responsibility, the consequences, damages or actions that may arise from his access or use of the Website or the contents hosted, as well as their reproduction or communication.

## 6.2. For the content provided to Users through the Website

In any case, SUANNUTRA is not responsible for the contents, files, information, advertising, opinions, concepts and images that do not depend on the Website, nor are they managed by SUANNUTRA.

SUANNUTRA is not responsible for the misuse of the contents of the Website, being the sole responsibility of the person who accesses or uses them.

#### 6.3. For content hosted on pages accessible from the Website





SUANNUTRA is not responsible for any of the contents, files, information, advertising, opinions, concepts and images that are issued, published or distributed directly or indirectly through any linked website accessed through the Website by means of links, or any of the services that are linked or related to this linked website.

# 6.4. For the operation of the Website

SUANNUTRA provides its services and contents on a continuous basis, using all the technical means at its disposal to provide them satisfactorily.

SUANNUTRA may, when it deems appropriate, make corrections, improvements or modifications to the information contained on the Website, in the services or in the contents without this giving rise to any claim or compensation, or implying recognition of any liability whatsoever.

SUANNUTRA shall not be liable for damages of any kind that may arise from the availability and technical continuity of the operation of the Website. In any case, SUANNUTRA will carry out all necessary actions to re-establish its services in the event of a technical failure.

## 7. INTELLECTUAL AND INDUSTRIAL PROPERTY

SUANNUTRA is the owner or assignee of all industrial and intellectual property rights over the Website.

Any form of reproduction, distribution, public communication, transformation and, in general, any act of exploitation of all or part of the contents (images, texts, designs, indexes, forms, etc.) that make up the Website, as well as the databases and software necessary for the visualisation or operation of the same, is prohibited without the express and prior written authorisation of SUANNUTRA.

The User may not, under any circumstances, exploit or use commercially, directly or indirectly, in whole or in part, any of the content (images, texts, designs, indexes,





forms, etc.) that make up the Website without prior written authorisation from SUANNUTRA.

All the contents, without exclusion and without limitation, which form part of this Website, i.e. information, articles, data, texts, logos, icons, images, design and image of the Website (external appearance or "*look and feel*"), video files, audio files, databases, computer applications, are the property of SUANNUTRA or are exploited under licence by third parties who own the intellectual and/or industrial property rights of the aforementioned contents. These are protected by the intellectual and industrial property laws in force.

All SUANNUTRA trademarks and logos referred to on the Website are trademarks or registered trademarks for which SUANNUTRA has the corresponding rights.

## 8. CHANGES AND MODIFICATIONS OF CONDITIONS

SUANNUTRA may, at any time, modify these conditions or introduce new conditions of use, simply by notifying this through the Website.

## 9. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by Spanish law. The regulations in force shall determine the laws that shall govern and the jurisdiction that shall be responsible for the relations between SUANNUTRA and the Website User.

| Written by  | Suan Farma Holding, S.L.      |
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| Reviewed by | Legal & Compliance Department |
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