

LEGAL NOTICE

Last update: May 2023

1. PURPOSE

HANTY SYSTEMS, S.L. (hereinafter referred to as "**HANTY**", "**we**", "**our**", "**ours**", "**us**"), wants to offer you as a user (hereinafter referred to as the "**User**", "**you**", "**yourself**", "**yours**"), a secure experience and service in our web environments located at the addresses <https://web.hanty.app> (hereinafter the "**Web Page**") and <https://app.hanty.app/> (the "**Platform**") (both web environments collectively referred to as the "**Website**").

Therefore, we have implemented this Legal Notice, which complies with Law 34/2002, of July 11, on Information Society Services and Electronic Commerce ("**LSSICE**"), with the aim of regulating your access, navigation, and use of the Website, as well as informing you about your rights and obligations in relation to the contents displayed on it and the responsibilities that may arise from its use. Although **HANTY** is subject to Spanish laws, we want to assure our Users that our Legal Notice is fully compliant with Swiss law, specifically the Swiss Federal Act on Electronic Commerce (Bundesgesetz über den elektronischen Geschäftsverkehr) of 2003 and the Swiss Federal Act on Data Protection ("**FADP**"). Additionally, it is important to note that we adhere to the stricter regulations set forth by GDPR which provides comprehensive protection for personal data and imposes more stringent requirements compared to the FADP.

In line with the aforementioned, we inform you that accessing, browsing, or using the Website implies the express and unconditional acceptance of all the terms of this Legal Notice, having the same validity and effectiveness as any contract entered into in writing and signed. Notwithstanding the foregoing, **HANTY** reserves the right to modify the presentation, configuration, and content of the Website, as well as this Legal Notice, so we recommend reviewing it constantly.

2. IDENTIFICATION

- **Owner:** HANTY SYSTEMS, S.L.
- **Registered Office:** Calle Gaziel 42 P. BJ PTA. 1, 08017, Barcelona (Spain)
- **CIF:** B44564359
- **Registry Data:** Commercial Register of Barcelona, in Volume 48625, Sheet 216, Section 8, Page Number B-590527, Inscription 1^a
- **E-mail:** team@hanty.app

3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

HANTY is the owner or, where applicable, has the corresponding licenses, of the intellectual property, industrial, image rights, or any other similar rights over the Website, as well as all the contents offered on it, including, but not limited to, source code and programming, designs, navigation structure, photographs, illustrations, logos, trademarks, graphics, interfaces, or any other information or content included therein.

It is strictly prohibited to modify, copy, distribute, frame, reproduce, republish, download, extract, display, publish, transfer, or sell, either in whole or in part, any content from the Website without the prior written authorization of **HANTY**. As a User, you only have a non-exclusive right to use, strictly for

domestic purposes, to browse and enjoy our services through the Website in accordance with this Legal Notice and our [Terms of Use](#).

HANTY reserves the right to take any legal actions deemed appropriate in the event of unauthorized use of the information included on the Website, as well as any harm to **HANTY's** intellectual property rights.

4. RULES OF USE OF THE WEBSITE

It is not permitted, and therefore, the consequences will be solely your responsibility, to access or use the Website for illegal or unauthorized purposes, with or without an economic intent. In particular, and without limitation, the following actions are prohibited:

- (i) Using the Website in any way that may cause damage, interruptions, inefficiencies, or defects in its operation, as well as in third-party devices;
- (ii) Using the Website for the transmission, installation, or publication of any viruses, trojans, worms, logic bombs, malicious code, or other harmful programs or files;
- (iii) Using the Website to transmit material for advertising or promotional purposes, including spam, chain emails, automated communications, or similar;
- (iv) Using the Website in a manner that constitutes a violation of the rights of **HANTY** or any third party;
- (v) Using the Website to transmit or publish any defamatory, offensive, racist, demeaning, threatening, or disturbing material that may harm, injure, or merely affect any person;
- (vi) Using the Website to collect personal data from other users;
- (vii) Using the Website unlawfully, against good faith, morals, and/or public order;
- (viii) Unauthorized access to any section of the Website, other systems or networks connected to it, any **HANTY** server, or services offered through the Website by hacking, forgery, password extraction, or any other illegitimate means;
- (ix) Posting content in inappropriate areas of the Website; and
- (x) Engaging in any action that causes disproportionate or unnecessary saturation of the infrastructure of the Website, or **HANTY's** systems or networks, as well as systems and networks connected to the Website;

Failure to comply with any of the aforementioned obligations on your part may result in **HANTY** taking appropriate measures within the framework of the law and in the exercise of its rights and obligations.

Regarding the rules of interaction between users, comments, messages, publications, or similar content that may be included on the Website, the obligations established in this section of the Legal Notice shall apply. **HANTY** has the authority to remove comments and contributions that violate the dignity of individuals, are discriminatory, xenophobic, racist, or that undermine the well-being of youth or children, public order, or public safety, or that are deemed inappropriate for publication, provided that **HANTY** has reliable evidence of such circumstances. In any case, **HANTY** shall not be held responsible for the opinions expressed by any user through the publishing spaces integrated into its Website, chats, or other participation tools.

If the User becomes aware of the publication of any inaccurate, outdated, false information, or the existence of any illegal, unlawful, or content that may constitute a violation of intellectual property

rights, applicable data protection laws, and/or any other rights, **you must immediately notify HANTY (team@hanty.app) so that appropriate measures can be taken.**

Furthermore, **HANTY** reserves the right to suspend, modify, restrict, or interrupt, temporarily or permanently, the access, navigation, use, hosting, and/or downloading of content and/or use of services on the Website, with or without prior notice, for users who contravene any of the provisions detailed in this Legal Notice, without the possibility of seeking compensation for this reason.

5. RESPONSIBILITIES AND WARRANTIES

HANTY cannot guarantee the reliability, usefulness, or truthfulness of all the information contained on the Website, nor the usefulness or truthfulness of the content made available to users through it. Consequently, HANTY does not guarantee or assume responsibility for:

- (i) The continuity of the contents of the Website;
- (ii) The absence of errors in said contents;
- (iii) The absence of viruses, trojans, worms, logic bombs, and/or other malicious or technologically harmful components on the Website or the server that supplies it;
- (iv) The invulnerability of the Website and/or the impossibility of breaching the security measures adopted therein;
- (v) The lack of utility or performance of the contents of the Website;
- (vi) Website failures caused by any type of attack on its servers or those of third-party service providers of **HANTY**, as well as technical or security failures of the system of any of these providers that hinder the operation of the Website;
- (vii) Any technical failure of any kind that hinders, delays, or prevents the proper functioning of the Website;
- (viii) The damages or harm caused to oneself or a third party by anyone who violates the conditions, rules, and instructions established by **HANTY** on the Website or by breaching the security systems.

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6. LINK POLICY

HANTY does not authorize the publication of any link that redirects to the Website on other websites that contain illegal, illicit, degrading, obscene materials, information, or content that goes against the law, morality, public order, or generally accepted social norms.

HANTY does not have the authority, technical means, or human resources to know, control, or approve all the information, content, products, or services provided by other websites that have published links redirecting to the Website. Consequently, **HANTY** will not assume any responsibility for any aspect related to websites that publish such a web link.

In any case, **HANTY** reserves the right to prohibit links that redirect to the Website and request their removal when they do not comply with the conditions stipulated in this section.

7. USER SUPPORT SERVICE

You have at your disposal the user support service, through which HANTY will address the inquiries, complaints, and suggestions raised by you. You can access the customer support service through the following contact email:

- **E-mail:** team@hanty.app

We will respond to your complaints or queries as soon as possible and, in any case, within a maximum period of one (1) month.

8. CONFIDENTIALITY, DATA PROTECTION AND COOKIES

In accordance with the provisions of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR"), the Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights ("LOPDGDD"), the Law 34/2002, of July 11, on Information Society Services and Electronic Commerce ("LSSICE"), as well as the Swiss Federal Act on Data Protection ("FADP"), all personal data provided during the use and access to the Platform will be processed in accordance with the provisions of our [Privacy Policy](#) and the [Cookie Policy](#), which you must read and, if applicable, accept.

9. SAFEGUARD CLAUSE

All clauses of this Legal Notice must be interpreted independently, not being affected the rest of the clauses in the event that one of them has been declared null and void by court judgment or final arbitration resolution. The affected clause or clauses shall be replaced by another or others that preserve the effects pursued by this Legal Notice.

10. INDEMNITY

Hereby, to the extent permitted by law, you agree to defend, indemnify, and hold us harmless, including our respective directors, officers, members of the board of advisors, employees, partners, representatives, successors, and assigns, from any loss, liability, claim, or demand, including reasonable attorney's fees and other legal costs, brought by third parties as a result of your use of the Website, including those arising from your breach of any provision of this Legal Notice or your provision of false information regarding your identity, employment history, or employment situation.

11. APPLICABLE LAW AND JURISDICTION

The applicable regulations will determine the laws that must govern and the jurisdiction that must be competent for the relations between HANTY and its users. However, whenever said regulations provide for the possibility for the parties to submit to a specific jurisdiction, for any litigious matter arising from or related to this Website, the current Spanish legislation at the time of the dispute shall apply. Furthermore, to the extent permitted by law, HANTY and its users, expressly waiving any other jurisdiction that may correspond to them, submit to the Courts and Tribunals of Barcelona.

12. OTHER LEGAL TEXTS

This Legal Notice is supplemented by the [Privacy Policy](#), the [Cookie Policy](#) and the [Terms of Use](#). All of the above is without prejudice to any other regulation or legal text that may be necessary to add,

complement or take into account in compliance with the provisions of the legislation in force at any given time.

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