

This Legal Notice regulates access and use of the website http://www.itrain-global.com

If you wish to contact us, you may do so via our email address: legal@itrain-global.com

The use of this website is subject to the following terms and conditions. If the USER does not wish to accept the terms and conditions, USER should not use this website.

1. INTRODUCTION

iTrain Global provides the USER with access to information, images, news, videos and other related elements and to experts belonging to the network as well as to services provided by said experts. These terms of use only regulate the use of the website by the USER and not the provision of services on the part of iTrain Global and their experts and/or clients, which are regulated by separate terms provided by iTrain Global during the registration process.

iTrain Global reserves the right to modify, at any moment and without prior notice, the presentation and design of the website as well as its contents and services. The USER accepts that the owner of the website can, at any moment, modify, interrupt, deactivate and/or cancel any of the elements, content and/or services included on the website.

iTrain Global reserves the right to modify, limit or cancel this legal notice at any moment as well as any directive, regulation of use, privacy policy, etc., with respect to current legislation. New terms will be applied to users the moment they become accessible on the www.itrain-global.com website. iTrain Global recommends periodic consultation of the current General Conditions to remain informed of the applied terms at all times, without pre-empting unilateral decisions of any form to notify users (via email or similar medium) of any substantial change in these terms.

2. CONDITIONS AND USER OBLIGATIONS

Mere access to the <u>www.itrain-global.com</u> website as well as all or part of its contents and services implies acceptance, without reservations, of these general conditions; consequently everyone who accesses said website will be considered users.

If the user does not accept this Legal Notice, they should refrain from accessing and/or using the contents and services offered on the website.

2.1.- USER obligations

- a) The USER commits to using this website, its services, the content offered and these Conditions of Use in accordance with the law, morals, good practice and public order in a diligent, correct and legal manner.
- b) The USER will be obligated to respect third party rights at all times, for which they commit not to use this website to make slanderous or libellous comments or any comments that could be taken as attacks against the honour, privacy or image of third parties.
- c) The USER will be obligated not to send any type of advertisement nor engage in any type of communication for commercial or publicity purposes in sections of the website reserved for visitors to leave comments. iTrain Global reserves the right to delete comments it considers breach this or any other rule.



- d) The USER recognises and accepts that iTrain Global can block users who have breached current legislation or any of the obligations or terms of this website from the website without first having to notify said offensive USER of their decision.
- e) In order to attain TRAINER USER status, the member must fulfill the following two requirements within the deadline of ten days of their first registration:
 - to complete his/her registration with his/her professional and academic data
 - to register to offer at least one in-company course through the platform.

Otherwise, iTrain Global will understand that the USER is no longer interested in collaborating with the company and it will erase his/her profile from the data base"

- f) The TRAINER USER accepts that company and individual evaluations of their services will be published on the www.itrain-global.com website and on iTrain Global group sites.
- g) The COMPANY USER who contracts trainer services commits to submitting an evaluation of the training services received by the teacher as established in the pertinent section of the website.
- 2.2.- Minors and mentally disabled

USERS who are minors or mentally disabled CANNOT legally register nor perform operations on the www.itrain-global.com website; as such they can only navigate the website without the possibility of performing any legal act.

3. iTrain Global RESPONSIBILITY

iTrain Global shall not be held responsible, directly or alternatively, for:

- a) The quality of service, speed of access, proper operation, nor the availability or continuous operation of the website.
- b) Damages that may be caused by use of the website to users' equipment.
- c) Non compliance by other users of the law, morals, and generally accepted good practice of public order as a consequence of the transmission, diffusion, storage, republication, reception, obtaining or access to content.
- d) Links and hypertexts that provide, via the www.itrain-global.com website, the user with access to provisions and services by third parties do not belong to nor are under control of the owner of the website; iTrain Global will not be responsible for the information or content of third-party websites nor for any results arising from said information.
- e) Any kind of problems or defects arising from transmitted, spread, stored or republished content.
- f) Information provided by users, experts, clients, collaborators and third parties.
- g) Violations of intellectual and industrial property rights, rights of honour, personal and family privacy and personal image (photographs), property rights or any other rights belonging to third parties conducted on the website by users, experts, clients, collaborators or third parties.



If you feel your intellectual, industrial or image rights are being violated on the www.itrain-global.com website, please contact us via this email address: legal@itrain-global.com

iTrain Global reserves the right to remove at their discretion any individual or company from the database if they feel they have violated the conditions of operation established on their websites or if it has been proven false data has been provided.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

This website is protected by national and international Intellectual and Industrial Property laws that prohibit the reproduction, redistribution, public communication, republication and transformation of the website and of content contained herein, including, but not limited to, text, images, brands, graphics, logos, buttons, software files, colour combinations as well as the structure, selection, organisation and presentation of the contents, without affecting any third party rights to any of the elements described.

Therefore, reproduction, transfer, copying, republication, redistribution or radio transmission or similar of all or part of the contents of this website regardless of the purpose of medium used is prohibited.

If you feel your intellectual, industrial or image rights are being violated on the www.itrain-global.com website, please contact us via this email address: legal@itrain-global.com

5. DATA PROTECTION

As a result of registration as a user on the www.itrain-global.com web page or on iTrain Global websites in other countries, the USER accepts that personal data they provide or will provide in the future to iTrain Global of Madrid (Spain) will be processed in a personal data file. The data registered may then be used solely for the purpose for which they have been collected, as specified at the time collected. iTrain Global may not use the data for any purposes other than those identified. iTrain Global will retain ownership and responsibility of the files created.

Submission of all data required is obligatory unless otherwise specified in the registration form. iTrain Global reserves the right to refuse registration to anyone who does not provide such data or who provides erroneous data.

The user shall have the right to access the data in the automatic files at any given moment, exercising their right to modify or cancel registration in compliance with data protection law. For such purpose, the user must send an email to legal@itrain-global.com that includes their username, password, purpose of the email, user's mailing address for notification purposes, date, signature and a document proving identity (for example, a photocopy of their national identity card or passport) so that iTrain Global may send the user confirmation of its action according to the request.

Lastly, iTrain Global wishes to inform the USER that their data will be treated in a confidential matter and stored on servers that fulfil the established requirements of Spanish data protection law.

6. USE OF COOKIES

iTrain Global reserves the right to use cookies to, among other things, allow the user to navigate the website and provide the user with more convenient access to the information contained therein. Cookies are small files that are placed on the user's computer's hard drive through their browser when they visit a website.



7. JURISDICTION

These conditions are written in English, and they are subject to current Spanish legislation, and any disputes relating to use of services offered or the content of the website, where legally possible, will be subject to the exclusive jurisdiction of the courts of the city of Madrid. Otherwise, any disputes will be subject to the jurisdiction of the appropriate courts according to standing legislation at the time.