

## **GENERAL TERMS AND CONDITIONS FOR CONTRACTING SATLINK SERVICES**

Last update: September 2025

### **1. General Information**

SATLINK, S.L. is a trading company with registered offices in Alcobendas (Madrid), Carretera de Fuencarral, Arbea Campus Empresarial, Edificio 5, Planta baja, registered in the Register of Companies of Madrid in volume 4545, folio 190, page number M-74164 of the Register of Companies of Madrid, and with tax identification number B80414634.

These General Terms and Conditions, together with any Specific Terms and Conditions that may exist, govern the contracting by the Client of Satlink Services, as well as the User's access to and use of Data, unless otherwise provided in the Specific Terms and Conditions, in which case a separate agreement shall be entered into between the Parties for the relevant purposes.

This Agreement is supplemented by the other legal policies set out on the website <https://satlink.es/en/>, such as the [Legal Notice](#), the [Privacy Policy](#) and the [Cookies Policy](#).

For any questions or doubts related to the Agreement, the Client and/or the User may send an e-mail with their request and contact details to the following address: [dataservices@satlink.es](mailto:dataservices@satlink.es).

### **2. Acceptance of the Agreement**

The explicit acceptance by legally valid means and/or the signing of the Specific Terms and Conditions by the Client, the legally valid electronic communication expressing consent as sent by the Client and/or the User to Satlink, or the access as a registered user to the Platform, entails the express acceptance by the Client and/or the User of this Agreement, which shall become legally binding on the Parties. The effective date of this Agreement shall be the date of acceptance by the Client and/or the User. Consequently, upon the entry into force of this Agreement, the Client and/or the User expressly agrees to be bound by and comply with the terms and conditions hereof.

Satlink may amend these General Terms and Conditions at any time without prior notice to the Client and/or User, when deemed appropriate, timely, or necessary to optimise and/or adapt the regulation of the contracting of Satlink Services and/or access to and use of Data, in accordance with market conditions or legal requirements and/or regulatory changes that may be applicable. Such updates and/or modifications shall be duly communicated and notified to the Client and/or User, thus guaranteeing the principles of publicity and transparency. Notwithstanding the foregoing, the General Terms and Conditions that were published and of which the Client and/or User was informed at the time of acceptance of the Agreement shall apply to the Client and/or User.

In the event that Specific Terms and Conditions are agreed upon and there is a conflict between them and these General Terms and Conditions, the Specific Terms and Conditions shall prevail. The provisions of these General Terms and Conditions shall remain in full force and effect in all matters that do not contradict the Specific Terms and Conditions.

### **3. Definitions**

Capitalised terms in this Agreement, whether used in the singular or plural, shall have the meanings assigned to them in this section:

- (a) **"Agreement"** means these General Terms and Conditions, and, if applicable, the Specific Terms and Conditions, including any annexes thereto and documents expressly referred to therein.
- (b) **"Client"** means any Third Party who subscribes to the Specific Terms and Conditions.
- (c) **"General Terms and Conditions"** means these terms and conditions governing the general terms and conditions for the Client's contracting of Satlink Services and/or access to and use of Data.
- (d) **"Specific Terms and Conditions"** means the commercial offer issued by Satlink and sent to the Client, relating to the Client's contracting of Satlink Services.
- (e) **"Data"** means any documentation or data owned by Satlink that is delivered to the User by any means or medium.
- (f) **"Intellectual and Industrial Property Rights"** means any intellectual property rights, industrial property rights and trade secrets, as defined by the applicable regulations in force.
- (g) **"Force Majeure"** means any events resulting from extraordinary circumstances that could not have been foreseen, or that, even if foreseen, were unavoidable, despite the exercise of due diligence.
- (h) **"Media"** means any method or process, means or medium, delivery and/or installation, including without limitation software and computer or mobile applications, as well as any other device, equipment or accompanying material made available to the Client and/or the User by Satlink.
- (i) **"Platform"** means, interchangeably, any digital platform owned by Satlink through which the Client and/or the User makes use of the Satlink Services (including but not limited to Web and App).
- (j) **"User"** means the user of Data, whether a Client or not.
- (k) **"Parties"** refers jointly to Satlink and the Client and/or the User.
- (l) **"Satlink Products"** means any hardware device designed and/or manufactured by Satlink and/or its Affiliates, and marketed by Satlink, which is purchased by the Client.
- (m) **"Representative"** means any employee or member of corporate bodies or advisors of the Parties or their Affiliates.
- (n) **"Satlink"** refers to Satlink, S.L.
- (o) **"Satlink Services"** means any of the following services provided by Satlink: (i) Data transmission, extraction, access, display and/or export services, (ii) Satlink Product communications services, as well as any other similar or ancillary services.
- (p) **"Affiliates"** means any entities belonging to the same group as Satlink, with the term "group of companies" being understood as provided for in Article 18 of the Companies Act of Spain (Royal Legislative Decree 1/2010, of 2 July, or any legislation replacing it).
- (q) **"Software"** means the Satlink ELB3010 Manager software, as well as any versions, derivatives, extensions and/or updates thereof made available to the Client in order to provide Satlink Services.

- (r) **"Third Party"** means any natural or legal person other than the Parties or the Affiliates.

#### **4. Purpose**

This Agreement regulates and details the terms and conditions to be considered by the Client and/or the User with regard to the contracting of Satlink Services and/or access to and use of Data.

##### **4.1. Contracting Satlink Services**

Satlink Services are available to natural individuals engaged in business activities or legal entities validly incorporated under the laws of any State, provided that it is not included in the list published by the Council of the European Union of non-cooperative countries and territories for tax purposes or in the lists of countries sanctioned by the United Nations, the European Union or the United States of America. In addition, individuals or legal entities that have been subject to any applicable penalties under applicable laws against bribery, corruption, money laundering and terrorist financing, and under trade laws, including sanctions administered by the United Nations Security Council, the European Union or any other relevant sanctioning authority in Spain, are excluded.

The application for and contracting of Satlink Services must be carried out by a duly authorised proxy or legal representative of the entity or by the individual business owner. Consequently, the Client expressly acknowledges having the relevant authorisations and/or powers for contracting the Satlink Services and accepts responsibility for the consequences that may arise from failure to do so.

Satlink reserves the right to accept or reject any contract, provided that: (a) it verifies that the data provided does not correspond to the potential Client's financial reality, or (b) it may have doubts about the veracity or accuracy of such data, or (c) the potential Client has any outstanding payments for services previously contracted with Satlink. Any refusal to provide Satlink Services will be communicated by e-mail, stating the reason for such refusal. An applicant whose request has been rejected by Satlink may reapply for the services, provided that the reasons that led to the initial rejection have been duly corrected or rectified.

A contract shall be deemed to have been accepted when the Client receives explicit confirmation of acceptance from Satlink.

Satlink shall be entitled to:

- (a) receive payment from the Client for the provision of Satlink Services in accordance with the provisions of the Specific Terms and Conditions;
- (b) request the Client to submit all financial documentation available to it for the sole purpose of drawing up a profile of his suitability and solvency;
- (c) make changes to the General Terms and Conditions, under the conditions set out in Section 2 thereof;
- (d) refuse to provide the Satlink Services for the reasons set out in this Agreement;
- (e) terminate the Agreement in the event of breach thereof by the Client, without prejudice to any other remedies to which Satlink may be entitled.

Satlink is committed to:

- (a) provide Satlink Services in accordance with the terms set out in this Agreement;

- (b) use its best efforts to study Client profiles for the provision of Satlink Services. Satlink is in no way responsible for false or inaccurate information provided by Clients;
- (c) process and analyse Client data for the sole purpose of drawing up a financial and solvency profile;
- (d) adopt the appropriate security measures, protecting the confidentiality of the Client data in accordance with the provisions of the General Terms and Conditions and other applicable policies with the utmost diligence;
- (e) adopt the security measures that are appropriate to it both as a data processor and as a data controller, where appropriate, in accordance with the role and purpose of the data processing it carries out, as set out in the [Privacy Policy](#).

The Client shall be entitled to:

- (a) use the Satlink Services contracted under the Agreement;
- (b) access, receive and use Data in accordance with the provisions of the Agreement;
- (c) request information or support online at any time, detailing your request to the following e-mail address [dataservices@satlink.es](mailto:dataservices@satlink.es).

The Client shall:

- (a) obtain and keep in force at all times, during the term of this Agreement, any permits or authorisations for the use of Satlink Products or for the performance of the Client's business that may be required, if applicable;
- (b) comply with all obligations set forth in this Agreement throughout the term of the relationship between the Parties, and in particular to pay the price established for the provision of Satlink Services, and to access and use the Data for the sole purpose and in accordance with the uses expressly set forth in the General Terms and Conditions;
- (c) actively cooperate with Satlink to enable the provision of Satlink Services, undertaking, for this purpose, to provide the requested data;
- (d) refrain from disturbing, impeding, interfering with, distorting or influencing Third Parties in a way that could lead to possible harm to the provision of the Services by Satlink;
- (e) notify Satlink of any fact or information that may adversely affect the provision of Satlink Services;
- (f) hold Satlink harmless from any claim, suit, damage or liability of any kind or nature whatsoever brought by any public or private person or entity, regardless of the cause of the claim, arising out of or relating to Satlink Services and/or the use of Satlink Products.

The term of the provision of the Satlink Services shall begin and end on the dates set out in the Specific Terms and Conditions. Notwithstanding the foregoing, the provision of the Services may be terminated early in the event of (i) inability to provide the Services due to causes not attributable to Satlink, (ii) any of the causes set forth in the Spanish Civil Code and the Spanish Commercial Code, (iii) the causes contained in this Agreement, (iv) breach by any of the Parties of their obligations under the Agreement, or (v) the will of the Parties expressly stated in writing and notified to Satlink in writing, (iii) by the causes contained in the Agreement, (iv) by breach by either of the Parties of the obligations assumed under the Agreement or (v) by the will of the

Parties expressly stated in writing and notified to the other Party with at least three (3) months' notice.

In the event of early termination of the provision of Satlink Services for any reason, the Client and User agree, upon Satlink's express request, to:

- (a) destroy immediately upon termination all information shared in connection with the provision of the Satlink Services, as well as any copies, duplicates or extracts thereof, in particular relating to Data;
- (b) certify to Satlink the destruction as provided in the previous paragraph.

Furthermore, in the event of early termination of the provision of Satlink Services for any reason whatsoever, the Client shall be obliged to pay Satlink any outstanding amounts due for the provision of Satlink Services as of the date of termination.

In the event of termination due to breach by the Client or the User, the Client shall not be entitled to a refund of any amounts already paid to Satlink for Satlink Services, but shall remain liable for payment of any amounts due to Satlink as of the date of termination.

By way of example and without limitation, Satlink shall not be liable under any circumstances in the event of:

- (a) misuse or abuse by the Client of information obtained from Satlink Services;
- (b) damages or losses that have been incurred as a result of the use of the information obtained from Satlink Services;
- (c) errors, delays in the Client's access to the Platforms as part of the provision of Satlink Services, failures or anomalies that may arise when these incidents are due to the actions of the Client, problems in the Internet network, fortuitous events or Force Majeure or any other unforeseeable contingency beyond the good faith of Satlink;
- (d) errors or damages caused by the Client's negligent or bad faith use of Satlink Services;
- (e) failures and incidents that may occur in communications, deletion or incomplete transmissions as there may be network outages or other situations for which Satlink is not directly responsible.

Satlink Services are provided "as is", without warranty of any kind. Therefore, all representations and warranties with respect to Satlink Services, whether express or implied, including, but not limited to, title, validity, merchantability, fitness for a particular purpose, accuracy, completeness, operability, quality of service, compliance with governmental standards, rules or regulations, are hereby excluded.

Furthermore, the User acknowledges that nautical navigation is an inherently dangerous activity and should only be carried out by individuals with the appropriate training and experience, and the User is solely responsible for consulting the relevant official information for this activity. Consequently, the User expressly accepts that under no circumstances shall the information provided by Satlink Services replace the official sources of information for nautical navigation.

Satlink Services are in no case suitable as a primary means of navigation and should only be used as a supplement to official government charts and traditional navigation methods.

#### **4.2. Access to and use of Data**

If the Client contracts Satlink Services, Satlink, through the Means, shall provide access and/or provide Data to the User under the terms set out in the Specific Terms and Conditions.

Notwithstanding the foregoing, at Satlink's sole discretion, upon the Client's request or at Satlink's own initiative, Satlink may grant access to and/or provide Data to Third Parties.

In any case, Satlink shall at all times be the sole legitimate owner of Data, and consequently, access or delivery of Data by Satlink to the User shall in no case be understood as a transfer of Data ownership.

Consequently, the User undertakes to:

- (a) access and use the Data on the terms agreed with Satlink, and, in any event, subject to the restrictions set out in this Agreement; and, in particular, to use Data in accordance with the law and for lawful purposes, refraining from any acts that could in any way affect or damage the rights, interests or reputation of Satlink or Third Parties;
- (b) make and use reasonable copies of Data for internal and back-up purposes only.

Without the prior written authorisation of Satlink, the User must refrain from:

- (a) amend, adapt, develop, create, copy, duplicate, reproduce, distribute or publish Data;
- (b) transfer Data electronically;
- (c) distribute, sell or transfer copies of Data or any of its contents to Third Parties by any means, whether in their original form or as part of a service.

Unauthorised or impermissible use of Data may result in irreparable damage to Satlink, the severity of which may be difficult to quantify. The User declares and accepts that, in the event of any unauthorised or impermissible use of Data, Satlink shall be entitled to exercise any available remedies to protect its rights under the Agreement. In addition, the User acknowledges and accepts that monetary damages may not be sufficient to remedy the breach.

Satlink does not warrant that Data will be free from errors or omissions, or that such errors or omissions can or will be corrected, or that the User will have uninterrupted, continuous or timely access to Data.

## **5. Software license**

### **5.1. Software identification**

The purchase of Satlink Services by the Client or the access to Data by the User entails the grant of a personal, limited, non-transferable licence by Satlink (for the purposes of this section, the "**Licensor**") to the Client and/or the User (for the purposes of this section, the "**Licensee**") to use the Software, including any of its components.

### **5.2. Software terms of use**

#### **5.2.1. Limits**

Licensee may possess and use during its business only such number of copies of the Software (for the purposes of this section, without distinction, the "**Licensed Software**") as Licensor has expressly authorised.

The Licensor shall retain title to the Licensed Software and rights under the General Terms and Conditions.

The authorised use of the Licensed Software under this Agreement does not include the right to reproduce or modify the Licensed Software, make improvements, develop updates or any

adaptations to the Licensed Software, or correct errors, even if such actions are necessary for Licensee to use it. Licensee may only do so with the express prior written consent of the Licensors.

The authorised use of the Licensed Software does not include the right of the Licensee to create, or commission third parties to create, subsequent versions of the Software. Similarly, authorised use does not grant the Licensee a right to access and use the source code.

Any new versions of the Licensed Software that may be developed by the Licensors or any third party on its behalf are within the scope of the licence granted under this Agreement.

#### 5.2.2. Licensors' Warranties

The Licensors warrants to the Licensee that:

- (i) it is the legitimate owner of the Intellectual Property Rights in and to the Licensed Software and, therefore, is fully entitled to grant rights to third parties to use the Licensed Software;
- (ii) the Licensed Software does not violate any Intellectual Property Rights or trade secrets of any third party, and there is no claim or dispute regarding Intellectual Property Rights relating to the Licensed Software that would in any way disrupt Licensee's full and peaceful enjoyment of the Licensed Software;
- (iii) the Licensed Software is free from all liens, encumbrances and any other rights in favour of third parties.

#### 5.2.3. Licensors' obligations

Notwithstanding the obligations undertaken by the Licensors elsewhere in the General Terms and Conditions, the Licensors shall indemnify and hold harmless the Licensee from and against any liability to third parties arising from any violation by the Licensed Software of any copyright or trademark or any misappropriation of any trade secret, provided that the Licensors is given timely notice of all threats, claims and proceedings in respect thereof and is provided with reasonable assistance and the opportunity to assume full control of the defence and settlement.

The foregoing obligations shall not apply with respect to the Licensed Software or parts or components thereof to the extent that: (i) they were not created by the Licensors; (ii) they were manufactured in whole or in part to the Licensee's specifications; (iii) they were modified after being delivered by the Licensors; (iv) they were combined with other products, processes or materials in the event that the alleged violation relates to such combination; (v) the Licensee continues the allegedly infringing activity after having received notice or after having been informed of modifications that would have prevented the alleged violation; or (vi) the Licensee's use of the Licensed Software is not strictly in accordance with this Agreement. Licensee shall indemnify Licensors against all damages, costs, settlements, attorneys' fees and expenses relating to (i) any claim of violation or misappropriation that is not included in Licensors' indemnification obligation under the preceding paragraph, or (ii) any other claim with respect to the Licensed Software or the use or distribution thereof.

The Licensors undertakes to provide the Licensee with all technical assistance necessary for the proper and efficient use of the Licensed Software.

#### 5.2.4. Licensee's obligations

Notwithstanding the obligations undertaken by the Licensee elsewhere in the General Terms and Conditions, the Licensee undertakes the following obligations:

- (i) The Licensee shall cooperate with the Licensors to the extent necessary to enable the Licensors to fulfil its obligation to deliver, install and, where applicable, adapt the

Licensed Software. In this regard, if the installation and/or adaptation, where applicable, of the Licensed Software is not satisfactorily completed due to Licensee's failure to comply with its obligation to cooperate with the Licensor, under no circumstances shall this be considered a breach of contract by the Licensor and, therefore, the Licensee shall be liable for the full agreed price.

- (ii) The Licensee undertakes not to (and undertakes not to allow any third party to): (i) copy, reproduce, use, sublicense, rent, lease or otherwise distribute (or allow third party access to) the Licensed Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software; (iii) provide, lease, lend, disclose, use on a time-sharing basis or for the purpose of providing services, or otherwise use or permit others to use, for the benefit of any third party, any component of the Licensed Software; (iv) possess or use any component of the Licensed Software, or permit the transfer, transmission, export or re-export of any component of the Licensed Software or the Licensed Software in a manner that violates any law or governmental regulation; (v) disclose to any third party any benchmarking or evaluation studies involving the Software; (vi) translate, modify, adapt or create versions or derivative works based on the Software or use the Software for any purpose other than as expressly set forth in the Agreement; (vii) attempt to circumvent any user limits or other license, time or usage restrictions built into, defined for, or agreed upon in connection with the Licensed Software; (viii) use the Licensed Software or any part thereof for the purpose of creating a competitive product or service or copying its features or user interface; (ix) remove any product identification, trademark, trade name or proprietary notices, copyrights, legends or any other proprietary markings on the Licensed Software. Before disposing of any media or device containing any part of the Licensed Software, Licensee shall completely destroy any element of the Licensed Software contained on such media or device. All limitations and restrictions relating to elements of the Licensed Software contained in the General Terms and Conditions shall also apply to documentation relating to the Licensed Software or components thereof. Unless expressly provided otherwise, no rights are granted to the Licensee with respect to any products, documentation or trademarks of the Licensor.
- (iii) The Licensee agrees that the Licensed Software may contain automated reporting routines that will automatically identify and analyse certain aspects of the use and performance of the components of the Licensed Software and/or the systems on which they are installed, and the operator and operating environment (including problems and issues that may arise in connection therewith), and will provide information to Licensor by email and other means. The Licensor shall have the right to inspect the installation and configuration of such components of the Licensed Software and systems from time to time upon reasonable prior notice. Provided that such data and information do not enable the identification of the Licensee, the Licensor shall be free to use for development, diagnostic and corrective purposes any data and information it collects in the manner described in connection with diagnostics, problems, systems, performance, usage or functionality, and may permit others to do so.
- (iv) The Licensor may at any time, itself or through third parties, monitor the Licensee's compliance with the General Terms and Conditions (the "Monitoring"). The Licensor shall provide not less than five (5) days' prior notice of the Monitoring, except in cases where the Monitoring is conducted online. In connection with Monitoring, the Licensee shall provide assistance and cooperation for access to facilities, systems and materials as may be necessary to determine compliance. Notwithstanding the foregoing, the Monitoring may also be carried out online upon prior notification to the Licensee.

## 5.2.5. Intellectual property rights



Licensee acknowledges that, under the Agreement, it does not acquire any Intellectual Property Rights or any other rights in the Licensed Software, beyond the right of use which constitutes the scope of the licence. Likewise, the Agreement does not grant the Licensee any rights to the distinctive signs, designs or other Intellectual Property Rights owned by the Licensor.

The Licensee acknowledges that all Intellectual Property Rights belong and shall at all times belong to the Licensor, who shall retain ownership of the Intellectual Property Rights in and to the Licensed Software and its components at all times, and that the Agreement only grants the Licensee a temporary licence to use the Licensed Software.

If the Licensee becomes aware of any violation by a third party that may involve an alleged violation of Licensor's Intellectual Property Rights in the Licensed Software, it must immediately notify the Licensor, so that Licensor may, if it deems appropriate, may take appropriate legal action to defend its rights. The Licensee must cooperate closely with Licensor by providing the Licensor with all information available to the Licensee in connection with such claim.

#### 5.2.6. Price

The granting of the licence is free of charge unless otherwise provided for in the Specific Terms and Conditions.

#### 5.2.7. Sublicensing

The licence granted under the Agreement does not include the right of the Licensee to grant sublicences to third parties for the use of the Licensed Software.

### 6. Licence for use of the Website and the App

In connection with the provision of Satlink Services, Satlink may make available to the Client and/or the User certain Platforms, including web portals (the "**Website**") and/or mobile applications (the "**App**").

Browsing through the Website or the App confers upon the Client and/or User the status of user thereof, who must make proper use of it. Any use contrary to the provisions of this Agreement is strictly prohibited and may give rise to liability to its owner.

#### 6.1. Licence

Under the General Terms and Conditions, Satlink grants the User a non-exclusive and non-transferable license to use the Website and/or the App and to view and use the contents thereof in accordance with the configuration and in the manner set forth in the General Terms and Conditions and any other applicable conditions, if any, pursuant to the Specific Terms and Conditions, for as long as the Website and/or the App is accessible in accordance with the term of the Agreement, and with the following limitations:

- The user may not reproduce the Website or App or its contents, nor make copies for use in any manner other than as permitted, nor sell, market, or resell its use or its contents, design or appearance, or any information derived therefrom and, in particular, the Data.
- The user is prohibited from translating, adapting, arranging or otherwise transforming the Website or the App and its contents, which is the sole responsibility of Satlink or the legitimate owners of the contents or third parties authorised by Satlink.
- The user is prohibited from altering any part of the Website or the App and its contents in order to modify its functionality, characteristics or technical conditions of access and use.

- The user is prohibited from reverse engineering, reprogramming the application or modifying the site and its contents in any way, for any purpose and under no circumstances, nor from making copies or successive or derivative versions.
- The user may not, for any purpose and in any other case, transfer, assign, lease, sell, or otherwise dispose of, temporarily or permanently, free of charge or for a consideration, the right to use or any other exploitation rights of the Website or the App and its contents, or the Data accessed through it.
- Under no circumstances may the user make any use of, utilize, or dispose of the Website or App, its services or its contents in any manner other than as permitted in the Agreement.

The ownership of all Intellectual Property Rights (including the sui generis right) in the databases and database management systems related to the Website or App, as well as in the information generated through their use, shall be the sole and exclusive property of Satlink, who may therefore use and exploit such information in any way it deems most appropriate for the improvement and development of the Web or the App and their services, including but not limited to the right to extract, reuse and use all or a substantial part of the contents of the databases, in whole or in part, including incorporating such information into another medium and sharing it with third parties.

The ownership of all Intellectual Property Rights (including the sui generis right) regarding the structure and language of the selection and arrangement of the statistical and dissociated information, whether jointly or separately from other content owned by Satlink, and specifically the rights to obtain, verify, present, extract and reuse the data and information, shall belong exclusively to Satlink. This includes the structure and form of presentation of the data and language of the selection or arrangement thereof.

Therefore, as the exclusive owner of the statistical and dissociated information databases generated by the use of the App, Satlink shall be the sole party entitled to grant licenses for the use, extraction and/or reuse and use of all or a substantial part of the contents of the databases, as well as to transfer all or part of their contents to third parties, including by incorporating such contents into another medium as that Satlink deems most appropriate.

The user shall be liable for any breaches of the obligations set out above. In particular, the user shall be liable to Satlink and/or any other third parties for any direct or indirect damages (including, but not limited to, losses, joint and several liabilities, expenses of any nature whatsoever, penalties, coercive measures, fines and other amounts arising or resulting from any claim, demand, action, suit, lawsuit or proceeding, whether civil, criminal or administrative) arising from any action or omission, whether intentional or negligent, directly or indirectly attributable to the user, that results in a breach of the Agreement. Satlink may therefore take action against the user by all legal means available to it and claim any sums as compensation, including, but not limited to, moral damages, reputational damage, consequential damages and loss of profit, advertising costs or costs of any other nature that may be incurred for its redress, the amount of any penalties or judgments, default interest, the cost of financing all amounts for which Satlink may suffer loss, legal costs and the cost of defence in any proceedings in which Satlink may be sued for the aforementioned reasons, notwithstanding any other actions to which it may be entitled at law.

## **6.2. Common provisions**

The Website and the App are accessible 24 hours a day, 7 days a week, except in the event of Force Majeure or an event beyond Satlink's control, and to the extent permitted by the state of the art. Satlink also reserves the right to modify or interrupt, in whole or in part, access to the system temporarily, when required for maintenance, update or repair of the system or the Internet server, without prior notification to the user. If the user detects any anomaly, third-

party interference, system error, or malfunction of the Website or App, they must notify Satlink so that it may take steps to solve the issue.

In order to make the Website and/or the App as effective as possible, without prior notice, Satlink may deny or restrict access to users of the Website and/or the App who do not comply with the Agreement.

In general, the user can access the website and the App freely and free of charge. The user acknowledges and accepts that they will be solely liable for any consequences arising from his/her access to and use of the Website and App. Satlink shall not, under any circumstances, be liable for the use that the user and/or third parties may make of the Website or the App, nor for any damages that may arise therefrom.

The user of the Website or the App must at all times make responsible and appropriate use of the same and the content included therein, respecting at all times the applicable law, the terms and conditions governing the relationship between the Parties, the rights of Satlink, the Intellectual Property Rights owned by Satlink and other third parties and, in particular, the rights of other users of the Website or App.

It is forbidden for any user or third party to carry out any action (including the introduction or spread of computer viruses) that causes damage or alterations to the contents of the Website or the App, or that interferes with or causes alterations to the flow of information within the Website or App environment. Satlink reserves the right to exclude access to the Website or the App to any user who violates this prohibition.

The use of any resources for the purpose or with the effect of allowing the user or a third party to benefit, whether for profit or not, from the contents, forms, indices, and other formal expressions that form part of the Website or App without complying with its terms is prohibited.

Satlink is committed to ensuring that the Website and App function with the utmost professionalism and quality, addressing user complaints, effectively guaranteeing the secrecy of communications, and repairing any faults that may occur in the technological infrastructure, with the aim of achieving proper maintenance and use of the Website and App.

In any event, Satlink reserves the right to temporarily suspend access to the Website or App, without prior notice, for maintenance, repair, updates or improvements to the services, information or content, as well as to modify or update the information, content, and access conditions. To the extent reasonably possible, maintenance updates will be scheduled during off-peak hours, notwithstanding Satlink's discretionary right to carry them out at any time.

The user expressly agrees and undertakes not to use the Website or the App to transmit information or market material, products or services of any kind or nature that is unlawful, libellous or defamatory.

In the event that the user has access to confidential information, they undertake to use it exclusively for the purposes for which it was disclosed to them, always respecting such confidentiality.

The User may only access the Website or the App through the means authorised by Satlink at any given time for this purpose. Satlink shall in no case be liable in the event that the user does not have a compatible device.

Satlink, at its own discretion, may terminate access to the Website or the App, immediately, and without prior notice, if the conduct of the user is not in accordance with the General Terms and Conditions.

In order to access the Website or App, it is necessary to have a device with the technical specifications and configurations required for the proper functioning of the Website or App, as well as an Internet connection. The costs relating to the aforementioned Internet connection

shall be borne exclusively by the user, and the means necessary to access the Website or App shall be his/her sole responsibility.

The provision of the content and services by Satlink through the Website or the App may require prior registration by the user through a registration form. Satlink reserves the right to reject any registration that is incomplete.

The user guarantees, under his/her own responsibility, the accuracy and truthfulness of the information provided to the Website or App, which must be kept updated at all times, expressly exempting Satlink from any consequences and/or damages that the inaccuracy or falsehood of such information may cause to third parties. In this regard, the user expressly acknowledges and agrees that Satlink does not validate or verify the information entered by the user on the Website or App.

The identification code and password are completely personal and non-transferable, assigned solely and exclusively to the user in question and in accordance with the identity data provided in the registration process, the user being responsible to Satlink and to any other third party for the correct use, loss and non-transmission or disclosure to third parties other than the said user, unless the said person is sufficiently authorised by the user to contract on his or her behalf.

In the event of any loss or theft of credentials, unauthorized use of the Website or App or the corresponding codes, or any other breach of security of the Website or App of which the user becomes aware, the user undertakes to notify Satlink of such incident immediately, at which point access will be blocked.

Satlink does not undertake nor does it have the technical means to verify the identity of those who register on the Website or the App. Therefore, Satlink shall in no case be liable in the event of the user's identity being misused.

Satlink reserves the right to reject, at its own discretion, any registration request whose content does not comply with the purposes of the Website or the App, as well as to terminate and delete any user account that does not comply with any of the obligations set out in the General Terms and Conditions, without the user in this case being entitled to any further claim for the deletion of the account.

The correct behaviour of the user is essential for the proper functioning of the service. The following is the code of conduct that users must comply with in order to access and use the Website or the App, and it is expressly stated that compliance with what is described below is an essential condition for using the Website or the App.

The user declares under his/her sole responsibility that he/she will act in compliance with the applicable regulations, in a responsible, respectful, diligent manner and in total good faith, refraining at all times from using the Website or the App to carry out activities contrary to the law, morality, good customs, or public order. Specifically, and by way of example only, the user shall refrain from:

- using any technical or IT means or instruments that could prevent or hinder the normal operation of the Website or App or damage the technical tools and devices integrated into the Website or App or others belonging to Satlink or to the users;
- using any technical or IT tools that allow the automated or substantial extraction of data or content hosted or stored on or accessible through the Website or App, such as page-scraping or data mining techniques, robots, spiders or other automated devices, programs, algorithms, methodologies or manual processes, for the purpose of accessing, acquiring, copying, or monitoring any part of the Website or its contents in order to obtain or attempt to obtain materials, documents, or information not made available through the Website or App;
- cloning or modifying screens via web pages for any purpose.

- any other fraudulent use of the Website or the App.

Furthermore, the user is expressly prohibited from the conduct described below:

- (a) Creating false identities, acting on behalf of others without sufficient power or authority and/or impersonating others.
- (b) Entering false data.
- (c) Violating the rights of third parties, in particular industrial or intellectual property rights or trade secrets.
- (d) Misrepresenting the truth, falsifying documents, signatures, violating applicable laws, regulations or rules.
- (e) Registering and using the Web or the App without the legal capacity to do so.
- (f) Manipulating or altering any tools or functionalities of the Website or App to conduct unauthorized commercial activities with third parties or other users.
- (g) Not respecting the rules and predetermined processes for accessing and using the Website, using methods that may cause damage to the Website or the App or to the systems of third parties.
- (h) Using the Website or the App for purposes other than those for which they are intended.

The user expressly acknowledges, for all purposes, that the information, signs, images, designs, logos, animations, videos, texts, as well as other elements and content, including services and software applications, of the Website or the App, including its structure, arrangement and configuration, without this list being restrictive in nature, are subject to industrial and intellectual property rights or business secrets of Satlink and/or third parties who own them and have duly authorized their inclusion on the Website or App. Therefore, no rights whatsoever are granted to the user over them, except for those expressly recognized.

Users accessing the Website or the App may view the information contained therein and make private downloads or reproductions to their computer system, provided that the elements reproduced are not subsequently transferred to third parties or installed on a server connected to the Internet or a local network.

Consequently, the user may not, by way of example, distribute, modify, transform, transfer, make available to the public or carry out any other activity that has not been expressly authorised on the elements and contents indicated above, including the computer codes of any of the elements of the Website or the App.

The user shall be directly liable for all consequences, damages and losses arising for Satlink and/or third parties from the breach of any obligation contained in this clause.

The user assumes full responsibility for any actions and content attributable to his or her user account, unless he or she has given Satlink sufficient prior notice of an incident that jeopardises the confidentiality of his or her password, has taken the necessary measures to prevent unauthorised use in accordance with the Agreement and there are clear indications that such action was not taken by the user.

The user acknowledges Satlink's right to modify the content entered in order to make it suitable and consistent with the technical and aesthetic characteristics of the Website or the App.

Notwithstanding the limitations established in current legislation, Satlink shall not be liable for damages of any kind that may be due to the lack of accuracy, completeness, timeliness, as well

as errors or omissions in the information contained on the Website or in the App, or other content that can be accessed through it.

Satlink does not undertake any contractual obligation to users other than those arising from the Agreement and disclaims all liability for, among others:

- (a) The correct, continuous or uninterrupted operation of the Website or the App. The user declares to be aware that the Internet is a medium subject to malfunctions and service interruptions.
- (b) Any expectations that the user may have created in relation to the possibilities of using the Website or the App.
- (c) The compatibility of the Website or App with the user's access devices, whether these are computers, browsers, mobile devices, or other types.
- (d) The suitability of the website or App to the needs or expectations of users.
- (e) The level of satisfaction resulting from the user's use of the Website or App, or any adverse consequences that he/she may experience as a result of the information accessible through the Website or App.

Satlink shall not be liable for any damages caused by the misuse of the service by users, and users must refrain from any actions that contravene the applicable law.

Satlink shall not be liable to compensate for any direct or indirect loss or damage caused by incomplete or incorrect and untrue information provided by users of the Website or the App, nor shall Satlink be liable for the behaviour of users, their non-compliance and/or insolvency situations in which they may be involved.

Satlink shall not be liable to compensate for any direct or indirect damages or losses resulting from services provided by external providers with whom Satlink has entered into collaboration or commercial agreements, where Satlink acts solely as an intermediary and which are unrelated to the activity of the Website or the App for users.

Satlink does not guarantee the availability, continuity or infallibility of the operation of the Website or the App and, consequently, excludes, to the fullest extent permitted by applicable law, any liability for loss or damage of any kind that may be due to the lack of availability or continuity of the operation of the Website or the App and the services provided therein, as well as errors in accessing the various web pages or those from which, where appropriate, such services are provided.

Satlink disclaims all liability for any computer or other damage that may be caused to the user while accessing the contents of the Website or App. Therefore, Satlink does not guarantee the absence of viruses or other harmful elements that could cause damage or alterations to the user's or third parties' computer system, electronic documents, or files.

Under no circumstances shall Satlink be liable for any damages incurred by the user in the event of a breach of the Agreement by the user.

The user will be solely responsible for the activity carried out, both in terms of management and in terms of compliance with current regulations in all that is applicable to the type of activity carried out, such as obtaining permits, licences, authorisations, etc.

The User shall be solely and exclusively liable for any damages caused to Satlink, any other user and/or third party, arising from bad faith, unlawfulness, falsehood, inaccuracy, lack of diligence, or non-compliance.

If Satlink is held liable for any loss or damage arising from the aforementioned circumstances in any judicial or extrajudicial proceeding by a competent Court, Tribunal or Public

Administrative Body, it may recover from the user all the amounts that he/she has had to pay and incur, including consequential damage and loss of profit, and any costs or charges that he/she has had to pay, including taxes, fees, lawyers, solicitors, experts, arbitration, travel, accommodation, and any other costs.

Satlink reserves the right to disclose confidential information that users have provided to it when required by law, regulation, rule, ordinance, and/or any other legal, judicial, administrative mandate or governmental request.

## **7. Confidentiality**

The Parties undertake to treat as secret and confidential all information or documentation that the Parties have previously exchanged or may exchange during the term of this Agreement in the course of their business relationship, whether or not such information or documentation has been identified as confidential (the "**Confidential Information**"), and not to disclose such Confidential Information unless legally required to do so, nor to use the Confidential Information other than in the performance of the obligations set forth in this Agreement.

The Client and/or the User agree not to make public any information relating to the Satlink Products and/or Satlink Services and/or Data, by any means, without Satlink's prior written approval.

These obligations shall remain in force upon termination of the contractual relationship for any reason whatsoever.

The Client and/or User authorises Satlink to include its corporate name, trade name or logo in commercial presentations that it makes and to mention it as a client or user in its promotional materials, notwithstanding the Client's or User's right to revoke such authorisation at any time, by means of written notification with acknowledgement of receipt. The foregoing shall not imply any assignment of the Client's and/or User's trademark but only that it may be used for the exclusive purposes set out above.

## **8. Personal data protection**

In compliance with art. 13 of Regulation (EU) 2016/679 General Data Protection Regulation, Satlink informs the Client and/or the User that their personal data will be processed by the organization for the purpose of providing the services that are the object of the contract. The legal basis for the processing of personal data is the necessity of its processing for the execution of the contractual relationship (art. 6.1 b) GDPR). In the event that the contracting is carried out by a legal entity, the processing of the personal data of the person intervening in the contract will have as a legal basis the legitimate interest of Satlink (art. 6.1 f) GDPR) in relation to the provisions of art. 19 of Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights. Personal data will not be transferred to third parties except in case of legal obligation and will be kept during the term of the contractual relationship and, subsequently, until the statute of limitations of possible liabilities. The Client and/or the User may exercise their rights of access, rectification, objection, erasure, portability and restriction, by sending a communication to the postal address Carretera de Fuencarral, Arbea Campus Empresarial, Edificio 5, Planta Baja, 28108, Alcobendas, Madrid (Spain); or through the email [info@satlink.es](mailto:info@satlink.es). Likewise, we inform you of your right to lodge a complaint before the Spanish Data Protection Agency in case you consider that your rights have been infringed.

In the event that the provision of the service entails that Satlink is positioned as data processor of the Client and/or the User, Satlink undertakes to enter into a personal data processing contract in accordance with the provisions of art. 28 of Regulation (EU) 2016/679 General Data Protection Regulation.

## **9. General clauses**

### **9.1. Communications**



Any notice or other communication which may or must be made in accordance with this Agreement, and for which no other form of notice has been expressly provided, shall be made in writing, and shall be sent by electronic means that provide proof of sending and delivery to the email addresses specified by the Parties for such purposes.

## **9.2. Independence of the Parties**

The Agreement does not entail the existence of any type of relationship between the Parties, so that any other type of relationship may be understood to exist, and therefore each of the Parties is solely responsible for its own legal obligations, including all tax, labour, administrative, or other obligations that may apply to it. Neither Party may act or hold itself out to any third party as if any such relationship exists between them.

## **9.3. Single Agreement**

The Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and supersedes any agreements, oral or written, on this subject matter, concluded between the Parties prior to the acceptance of the Agreement. Those prior agreements shall cease to have effect from the date of acceptance of this Agreement by the Client and/or User.

## **9.4. Applicable language**

The Agreement is drawn up in Spanish. In the event of any discrepancy between the original version of the Agreement and any translation into another language, the Spanish language version shall prevail.

## **9.5. Severability**

If any provision of this Agreement, and in particular, of these General Terms and Conditions, is declared null or void or unenforceable, in whole or in part, such nullity, voidness, or unenforceability shall affect only that provision or the part thereof that is null and void or unenforceable. The remaining provisions shall remain in full force and effect, and such provision or the part thereof that is affected shall be deemed not to have been included. Accordingly, no other part or provision of the Agreement shall be void, invalid, impaired or affected by such nullity, voidness, or unenforceability. In this case, the Parties shall negotiate in good faith a new provision that is valid, effective, and enforceable for the purpose of replacing the provision that was not, in terms as similar as possible to the original terms.

## **9.6. Waiver**

Failure or delay in exercising any of the rights, powers or privileges set forth in the Agreement by the Parties shall not in itself constitute a waiver thereof, nor shall any single or partial exercise of such rights, powers or privileges preclude any future exercise thereof.

## **9.7. Applicable law and jurisdiction**

The Agreement shall be interpreted and executed in accordance with its own terms and shall be governed by the ordinary laws of Spain. The place of conclusion of the Agreement shall be deemed to be the registered office of Satlink.

Any dispute arising out of or in connection with the Agreement, including any question relating to its existence, validity, interpretation, application, or performance, shall in the first instance be submitted in writing to the directors of the Parties. If the directors of the Parties fail to resolve the dispute within fifteen (15) working days from the date of the valid notification of the initiating party, the Parties, waiving any other jurisdiction that may apply to them, shall submit the dispute to the Courts and Tribunals of the city of Madrid (Spain).