

LICENCE AGREEMENT FOR END USER

CLOUD SERVICES WORLDWIDE, SL is a company with registered office in Pozuelo de Alarcón, Madrid, Calle Joaquín Turina, 2. - 28224, incorporated by public deed and registered in the Trade Registry of Madrid Volume 30,018, Sheet 123, Page M - 540265, 1st Entry, hereinafter CWS .

These Conditions of Use set forth the terms and conditions of the End User Licence on the eComFax Pro service and regulate the relations arising between the CWS and the third parties (you) who hire the eComFax Pro service.

WARNING : PLEASE READ THIS AGREEMENT (hereinafter, the "Agreement") CAREFULLY BEFORE ACCESSING THE APPLICATION AND USING THE SERVICE. IF YOU, THE CUSTOMER ACCESS THE APPLICATION AND USE THE SERVICE AS PROVIDED IN THIS AGREEMENT, YOU EXPRESSLY DECLARE TO FULLY KNOW AND ACCEPT ITS TERMS, WHICH WILL BE FULLY APPLICABLE TO YOUR RELATION WITH CWS.

IF THESE CONTRACT TERMS ARE NOT ACCEPTABLE FOR YOU, TOTALLY OR PARTIALLY, DO NOT ACCESS THE APPLICATION OR USE THE SERVICE.

In accordance with the Organic Law 15/1999 of 13th December on the Protection of Personal Data, hereinafter LOPD, the data provided by you will be included in the Customer file, property of CWS, registered in the General Registry of the Spanish Data Protection Agency. You can exercise your rights of access, rectification, cancellation and opposition at the address listed in the header.

CWS reserves the right to unilaterally modify or replace these conditions of use as a result of the existence of new economic and / or commercial and legislative circumstances that may require it. In the event they are changed a new acceptance of the customer will be required.

THE CUSTOMER is responsible for providing true and exact data during the registration process, committing to notice CWS of all the changes relating thereto as soon as possible. The PARTIES state that:

1.- CWS is a company dedicated among other activities to providing solutions for the electronic distribution of documents. For this purpose it has the platform eComFax Pro, which complies with the security measures established in Royal Decree 994/1999 of 11th June, approving the Regulation Governing Security Measures for Computerised Files.

2 .- THE CUSTOMER ensures that the faxes comply with Law 15/1999 of 13th December on the Protection of Personal Data, hereinafter LOPD, and with Law 34/2002, of 11th July on information and e-commerce society services, hereinafter LSSI.

3 .- THE PARTIES comply with the regulations on data protection and the LSSI, both CWS –in charge of the treatment– and the CUSTOMER –responsible for the document (fax).

CLAUSES .

FIRST .- PURPOSE .

1.1 .- The purpose of this contract is to regulate the provision and use of the service for sending and receiving faxes, hereinafter eComFax Pro, developed by CWS, and to determine the conditions under which the service will be provided.

By accepting this Agreement as specified in the previous paragraph, CWS will provide the following services to the Customer:

Direct access services via web to the IT platform eComFax Pro in the SAAS mode ("Software as Service"), located on a server hired by CWS through which the services of sending and receiving faxes are made available to the customer. This online service is hired by the Customer together with the acceptance of these terms and conditions, entering the necessary data in its hiring form. This data is used in the eComFax Pro platform to carry out authentication thereof.

Service Access to the sending and receiving Service of faxes via e-mail. The customer will choose an e-mail account that will be previously entered at the time of hiring and will be associated to a fax number, which may also be chosen. This e-mail address associated to a fax number will be the one used to send and receive faxes. This is what the hired service consists of.

1.2 .- THE CUSTOMER will use the platform to send and receive Faxes made available by CWS. THE CUSTOMER is responsible for the content of the faxes, the time slot they are sent in and the compliance with the applicable regulations as determined throughout this contract.

SECOND .- SENDING / RECEIVING PLATFORM

2.1 .- THE CUSTOMER will be able to access eComFax Pro 24 hours a day, 365 days a year except for maintenance operations or cases of force majeure. The access times to the system will depend on the connection procedure. The maintenance service will be performed to minimise the impact on the service provided and shall be understood as programmed unavailability. CWS cannot guarantee the service availability to be continuous and uninterrupted during the contract period, due to the possibility of problems in the network of the mobile phone operators, failures in the servers of the operators or other unforeseen contingencies. In addition, by sharing the FAX SMS platform with other customers, technical problems attributable to third parties may arise of which CWS is not responsible.

THE CUSTOMER accepts risks and imperfections or unavailability of the platform within reasonable limits.

The programmes used are technically complex, and therefore THE CUSTOMER expressly renounces to his right to claim any contractual or extra-contractual liability or damages to CWS, for not sending the fax, exercising its rights mentioned in the previous cases, and regarding its configuration.

2.2. - The interruption of service and the connection to the server shall not be liable to any claims to CWS when these interruptions are the result of a force majeure or motivated by technical maintenance operations.

- The cases considered as force majeure include interruptions of service due to a war, earthquake, aircraft crash, fire, strike unconnected to the parties, degradation of the telecommunication services employed, energy restrictions, governmental, legal or regulatory restrictions, and in general, any event or circumstance beyond the control of the parties that prevent normal providing of the service.

- The cases considered as technical maintenance include all the operations carried out by CWS in its computer system or multicast servers, destined to repair a failure or improve or upgrade the computer system.

In case the service is interrupted for the aforementioned reasons for a period exceeding fifteen days, each of the parties will have the right to terminate the contract through certified document, without this leading in any way to any liability.

THIRD .- OBLIGATIONS OF THE PARTIES

3.1 .- OBLIGATIONS OF CWS

3.1.1. – CWS, through eComFax Pro, undertakes to send the CUSTOMER's faxes –and to receive them–, according to the of THE CUSTOMER's request, except in cases of interruption of service, occupation or failure in the line in the recipient's system.

3.1.2 .- CWS, through eComFax Pro, undertakes to respect the sending instructions provided by THE CUSTOMER and comply with them within the specified period. CWS shall not be able to modify the content and form of the transmitted message.

3.1.3 .- CWS is not liable in any way for the content of the faxes sent under this contract and THE CUSTOMER's failure to comply with the obligations set forth in Articles 20 and 22 of the LSSI. And of Articles 19 and 21 in case the file used is property of THE CUSTOMER or a third party with which it has signed a contract.

3.1.4 .- The eComFax Pro platform does not store any files or faxes once they have been delivered to the recipient, in the case of sending, or once they have been sent to THE CUSTOMER's mailbox in the case of receiving faxes. Even so, and in the time of traffic exchange of messages until they reach their destination, CWS ensures it has taken technical and organisational action to ensure the security of the data and avoid its alteration, loss, treatment or unauthorised access, all the above in accordance with the provisions of articles 9 and 12.2 of the LOPD.

3.2 .- OBLIGATIONS OF THE CUSTOMER

3.2.1. - The customer ensures that in the event the document sent contains personal data, these have been provided by the interested parties or obtained under their consent and that they meet the necessary requirements for their use in the execution of campaigns, in accordance with the provisions set forth in Article 30 of LOPD and Articles 19, 21 and 22 of the LSSI. THE CUSTOMER also states that the file is dully registered in the General Registry of the Spanish Data Protection Agency, in order to be used for the service under this contract. THE CUSTOMER does not therefore hold CWS liable or accountable for any penalties that a failure to comply may cause. THE CUSTOMER states that he/she will correctly manage the rights of access, rectification, cancellation and opposition when the file is the property of THE CUSTOMER.

3.2.2 .- THE CUSTOMER undertakes to use the SERVICE in accordance with the law, morality, generally accepted principles of morality or public order, and to not use the Service for illegal purposes or effects, prohibited in these General Conditions, damaging to the rights and interests of third parties, or that in any way may damage, render useless, overload, or damage the Services, computer equipment of other CUSTOMERS or other internet users –hardware and software– as well as documents, files and all kinds of contents stored in their computers

(hacking), or prevent the normal use or enjoyment of the Services, equipment or documents, files and contents by the other CUSTOMERS and other users.

3.2.3 .- The customer assumes no liability in this regard in case of complaint from other recipient third parties, not holding CWS liable in case of penalty or complaint for this cause.

3.2.4 .- The Customer also undertakes to initiating all the commercial communications carried out with the eComFax Pro platform with the word "ADVERTISEMENT" or "AD", as specified in article 20 of the LSSI. Similarly, THE CUSTOMER undertakes to incorporate the mention of the form and place to unsubscribe in the reception of messages in a visible place of each and every messages sent, as stated in Article 22 of the aforementioned Law.

3.2.5.- THE CUSTOMER's failure to comply with any of the obligations referred to in this clause, fully exempts CWS of any liability, damage or penalty that may occur as a result of such breach, of which THE CUSTOMER will expressly take responsibility.

FOURTH.- DUTY OF CONFIDENTIALITY.

4.1.- CWS undertakes to keep absolute secrecy about the content and characteristics of the CUSTOMER's faxes and their outcome if it had knowledge of the information by communication of THE CUSTOMER.

4.2. - CWS also undertakes not to disclose to third parties any information from the records provided to THE CUSTOMER, either directly or indirectly, free or not, requesting the same level of confidentiality to the people integrated in their organisations.

FIFTH.- RIGHT OF CANCELLATION

5.1. - RIGHT OF CANCELLATION

As a consumer and user, you shall have seven working days to exercise the right of cancellation. It will be the law of the place where the service is being provided to determine the days to be considered as working days.

The period shall be calculated from the conclusion of the contract if its object were to provide services.

The exercise of this right does not require a justification of the decision.

Modes of exercising the right of cancellation. You shall exercise your right of cancellation by sending an e-mail to the following address: altas28224@ecomfax.com

The exercise of the right of cancellation gives rise to the reimbursement of the paid amounts by the consumer within 30 days since this right was exercised.

The reimbursement will be made by bank transfer –or any means of payment of your choice.

Exceptions to the right of cancellation. The following contracts are excepted from the right of cancellation: Contracts for the provision of services whose execution have already begun, with the consumer's and user's agreement, before the end of the seven working days."

SIXTH.- RETURN OR DESTRUCTION OF DOCUMENT FILES

6.1.- The document used to proceed to the sending of commercial communications faxes are property of THE CUSTOMER. CWS will not store any Faxes, and their contents will be automatically destroyed once they have been sent or received.

SEVENTH.- COPYRIGHT.

7.1. - CWS acknowledges that THE CUSTOMER is the sole and rightful owner of the data contained in the fax, which are provided to the sole purpose of implementing the hired service, not transferring their property in any case.

EIGHTH. - AUDIT.

8.1 - CWS acknowledges THE CUSTOMER's right to examine in its premises, either through its own and / or external auditors, the documentation that enables him/her to verify the compliance of the obligations set forth in this contract.

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