

## **GENERAL CONDITIONS OF USE**

### **1. GENERAL INFORMATION**

These conditions govern the use of the website <https://www.afi.es> (hereinafter, the “Platform”) owned by Analistas Financieros Internacionales, S.A. (hereinafter, “Afi”), with registered business address at Marqués de Villamejor 5, 28006, Madrid, and Spanish tax ID number (NIF) A78603206. Afi is registered in the Madrid Companies Register on sheet 79.387, folio 173, volume 8.329.

For the purposes of transparency, clarity and simplicity, we hereby inform you that any suggestions, doubts or enquiries concerning the General Conditions of Use may be submitted by contacting Afi. Users may do this by sending their requests, queries or complaints by email to [info@afi.es](mailto:info@afi.es) or to the aforementioned registered business address.

Since these General Conditions of Use may change in the future, we recommend that you re-read them periodically to be duly informed.

### **2. GENERAL CONDITIONS**

#### **2.1. Access and use**

These General Conditions regulate access to and use of the Platform. Access to the platform implies unreserved acceptance of these General Conditions. By accessing this Platform or using it in any way, you become a “User”, which involves unreservedly accepting all the General Conditions of Use set out herein. It is therefore the responsibility of all Users to read the General Conditions of Use when accessing the Platform; if you do not agree with any of the conditions set forth here; please abstain from using the Platform.

We also hereby inform you that certain conditions may occasionally be established for using specific content and/or services on the Platform. Using said content or services will involve accepting the aforementioned conditions.

#### **2.2. Industrial and intellectual property**

Users acknowledge and accept that all content on the Platform, especially designs, text, images, logotypes, icons, buttons, software and other signs that could be used for industrial and/or commercial purposes are subject to intellectual property rights.

The intellectual property rights protecting the Platform, its source code, design, navigation structure, databases; all trademarks, trade names or distinctive signs; and all other industrial and intellectual property rights over the content and/or any other elements of a webpage are the sole property of Afi and/or third parties, who have the exclusive right to use them in the course of trade. Users therefore agree not to reproduce, copy, distribute, make available or publish in any other way, transform or modify the

aforesaid content. They shall hold Afi harmless of any claims deriving from breaches of these obligations.

Neither the General Conditions of Use of the Platform nor the granting of access to the Platform are indicative of any type of surrender, licence or transfer in whole or in part of said rights to use, alter, exploit, reproduce, distribute or publish the Platform or the content thereof, unless expressly established and accepted by the School.

All the content, whether it be text, designs, logotypes, images, software, source code or any other form of intellectual creation on the Platform, as well as the entire Platform itself, as a work of artistic multimedia, are copyright protected by intellectual property regulations. The content published on the Platform cannot be reproduced in whole or in part or transferred in any way without the School's clear prior approval in writing.

It is also expressly forbidden to eliminate, evade or manipulate the copyright or copy protection mechanisms that the content may contain. Users agree to respect the aforementioned rights, and Afi reserves the right to defend its legitimate intellectual property rights through legal action or by any other means.

Unauthorised use of the information included on the Platform, its sale to third parties, and any breach of Afi industrial or intellectual property rights will give rise to the legally established liabilities.

### **2.3. Alterations and updates**

Afi reserves the right, at any time and without prior warning, to alter and update the information published on the Platform, the configuration and presentation of the Platform, and the access conditions.

### **2.4. Responsibilities of the School**

Afi cannot guarantee that there will be no interruptions or errors in access to the Platform or in its content. Unless there are reasons that make it impossible or difficult to carry out all work necessary to rectify any errors, to re-establish links or to update content, Afi will complete such work as soon as it is aware of any errors, disconnections or lack of updating of content. Both access to the Platform and any unauthorised use made of the information contained therein is the exclusive responsibility of the User. Afi will not be liable for any consequence, damage or injury that may result from such access or use.

Afi will not be held liable for any security errors which may occur or for any damage to the User's computer system (hardware and software), or to the files or documents stored therein, caused by the presence of a virus in the computer used by the User to connect to the Platform's services and content, by the malfunctioning of the browser or by the use of out-of-date versions of the browser.

Afi assumes no responsibility whatsoever in respect of the content of links from the Platform, provided these are third party links, nor does it guarantee the absence of

viruses or other elements in said links which may cause alterations to the User's computer system (hardware and software), documents or files, including responsibility for any damages of any kind caused to the User for this reason.

Should a User consider that the content or services provided by the linked pages are unlawful or detrimental to the property or rights of the User or a third party, the User must report this by sending an email to [info@afi.es](mailto:info@afi.es), especially when it concerns:

- a) Activities or content that could be deemed illegal according to the Spanish Penal Code.
- b) Activities or content that violate industrial or intellectual property rights.
- c) Activities or content that pose a threat to public order, criminal investigations, public safety and national defence.
- d) Activities or content that pose a threat to public health, respect for personal dignity and the principles of non-discrimination, as well as the protection of health and minors.

Afi assumes responsibility solely and exclusively for eliminating as soon as possible any content that could pose such threats, once it has been notified of them through the appropriate channels. In particular, the School will not be held liable for any damages resulting from:

- a) Interferences, disconnections, malfunctions, faults or any other anomaly affecting the electronic system beyond the School's control.
- b) Unlawful interference through the use of any type of malicious software such as computer viruses or the like.
- c) Improper use or abuse of the Platform.
- d) Security or navigation errors due to a browser malfunction, whether it be the latest or an old version thereof.

Afi will not be liable if the service cannot be provided, whether it be due to prolonged power supply or telecommunications interruptions, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the government, and in general all cases of force majeure or fortuitous events. Afi assumes no liability for any type of damages due to misuse of the freely available services and use by Users of the Platform.

The User will hold Afi harmless of any damages deriving from any third-party claims, action or lawsuits as a result of the User accessing or using the Platform.

In general, the content and services offered on the Platform are for information purposes only. Consequently, no guarantees or declarations are given on offering these in relation to the content and services on the Platform including, by way of illustration, guarantees of lawfulness, reliability, usefulness, truthfulness, accuracy and marketability, except where any such guarantees or declarations must be given by law.

## **2.5. Obligations and responsibilities of the Platform User**

The User agree that:



- a) He/she will make appropriate and lawful use of the Platform and of the content and services thereof, in accordance with the legislation applicable at any time and with the General Conditions of Use.
- b) He/she will be solely liable for any false or inaccurate statements he/she makes and for any damage caused to the School or to third parties by the information he/she provides.
- c) He/she will refrain from:
- Making unauthorised or fraudulent use of the Platform and/or the content thereof for illicit purposes or for purposes that are prohibited in these General Conditions of Use or that are injurious to the rights of third parties.
  - Accessing or attempting to access restricted resources or areas of the Platform.
  - Causing damage to the systems of the Platform, its providers or third parties.
  - Introducing or spreading computer viruses, programmes or any other physical or IT systems on the network capable of causing damage to the School, its providers or third parties.
  - Attempting to access, use or manipulate the data of the School or of third parties.
  - Reproducing or copying, allowing access through any form of public communication, transforming or modifying the content thereof, unless with authorisation from the owner of the relevant rights or if legally permitted.
  - Deleting, concealing or manipulating the notices on intellectual or industrial property rights or any other symbol identifying the rights of the School or of third parties incorporated into the content, copyrights and other technical protection devices that may be inserted into the content.
  - Obtaining or attempting to obtain the content by using any means or procedures other than those that have been made available to the User, as applicable, or that have been expressly indicated on the Platform where the content is located.
  - In particular, the User undertakes not to transmit, disseminate or make available to third parties, information, data, contents, messages, graphics, drawings, sound and/or image files, software, and in general any kind of material that:
    - Is in any way contrary to or infringes fundamental rights and public freedoms recognised constitutionally, in international treaties and in other current legislation.
    - Induces or promotes actions of a criminal, denigratory or defamatory nature or that are, in general, contrary to law, morality, generally accepted proper conduct or public order.
    - Induces or promotes actions, attitudes or thoughts that discriminate on the grounds of sex, race, religion, beliefs, age or status.
    - Includes, makes available or allows access to products, elements, messages or services of a criminal, violent, offensive, harmful or degrading nature or that are, in general, contrary to law, morality, generally accepted proper conduct or public order.
    - Is protected by legislation governing intellectual or industrial property belonging to the School or to third parties without the intended use having been authorised.

- Is detrimental to people's reputation, personal or family privacy or self-image.
- Includes any kind of virus or program that impedes the normal operation of the Platform.

## **2.6. Jurisdiction**

These General Conditions of Use and the use of the Platform will be governed by Spanish law. Afi and the User, expressly waiving their right of recourse to any other jurisdiction, hereby submit to the jurisdiction of the courts or tribunals of Afi registered business address for the resolution of any dispute that may arise in relation with access to or use of the Platform.

In the event that a stipulation in these General Conditions of Use should prove invalid or null and void by virtue of applicable legislation or as a result of a judicial or administrative decision, it will not render these General Conditions of Use unenforceable or null and void in their entirety. In such cases, Afi will proceed to amend or replace such a stipulation by another that it deems to be valid or compliant with the law.

## **3. DATA PROTECTION AND PRIVACY POLICY**

Afi complies with all current legislation regarding the protection of personal data, and has adopted all the measures necessary to guarantee the security of such data, taking into account the nature of the personal data held to prevent unauthorised access or alteration, loss or processing thereof. For further information, Users can consult the **Privacy Policy** available on the Platform.

## **4. USE OF COOKIES**

The Platform reserves the right to use cookie technology in order to recognise a User as a frequent User and personalise the use he/she makes of the Platform by pre-selecting his/her language or most desired or specific content. All Users accessing the Platform accept the use of cookies as per the initial pop-up message that appears on first accessing the Platform. For further information, Users can consult the **Cookie Policy** available on the Platform.