

## **Legal Notice of the Terms and Conditions of Use of the We'RControl website**

The owner of the intellectual property rights of the website, as well as the controller of the personal data collected through the website [www.wercontrol.us](http://www.wercontrol.us), is We'RControl USA LLC (herein referred to as WRC) with offices at 9705 Burnet Road, Austin, TX, 78758. The use of this website implies adherence to these conditions in the version published at the time of accessing it. WRC reserves the right to modify, at any time, the presentation and configuration of the Portal, as well as the General Conditions of use of the Portal. Therefore, WRC recommends the user to read them carefully each time he/she accesses the website. Access to certain content offered through this website may be subject to certain conditions that, as the case may be, replace, supplement and/or modify these general conditions. Therefore, prior to the access and / or use of such content, the user must also carefully read the corresponding conditions.

### **1. Access and Security**

In general, users will be able to access the website free of charge. However, WRC reserves, in accordance with current legislation, the right to limit access to certain areas of the website for which the user must register by providing all the requested information, in an updated and real way (see privacy notice). The use of the password is personal and non-transferable, even temporarily to third parties. Thus, the user assumes all responsibility for the consequences of its disclosure to third parties. In the event that the user knows or suspects the use of his/her password by third parties, he/she must inform WRC as soon as possible.

### **2. Character and correct use**

The user agrees to use the contents in accordance with the law, these general conditions, as well as with generally accepted morals and good customs and public order. The user undertakes to use the contents diligently, correctly and lawfully and, in particular, will refrain from:

- (a) Use the Contents in a manner, for purposes or effects contrary to the law, morality and generally accepted good customs or public order;
- (b) Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the Contents, unless authorized by the owner of the corresponding rights or legally permitted;
- (c) Violate intellectual or industrial property rights belonging to WRC or third parties.
- (d) Use the Contents and, in particular, information of any kind obtained through the Portal to send advertising, communications for direct sales purposes or for any other kind of commercial purpose, unsolicited messages addressed to a plurality of persons regardless of their purpose, as well as marketing or disclosing such information in any way.
- (e) The User will not define or transmit to third parties the information obtained on this portal regarding the work or data provided by WRC.

The User shall be liable for damages of any kind that WRC may suffer, directly or indirectly, as a result of the breach of any of the obligations arising from these Terms or the law in relation to the use of the Portal.

WRC shall ensure at all times respect for the existing legal system, and will be entitled to interrupt and/or remove, in its sole discretion, the Contents or exclude the User from the Portal in the event of alleged commission, complete or incomplete, of any of the crimes or offenses typified by current legislation, or in case of observing any conduct that in WRC's opinion is contrary to the morality, order, good customs or internal rules of WRC or its collaborators or may disturb the proper functioning, credibility and/or reputation of WRC or its collaborators. WRC has no obligation to control and does not control the content transmitted, disseminated or made available to third parties by Users or collaborators, except in cases where required by current legislation or when required by a competent Judicial or Administrative Authority.

Access to the WRC portal is usually free of charge for Users. However, some services may require a fee, as well as offer new ones under payment of a price, as determined in their corresponding "Special Conditions".

### **3. Exclusion of warranties and liability**

WRC reserves the right to interrupt access to its website, as well as the provision of any or all Content provided through it at any time and without prior notice, whether for technical, security, control reasons, due to power failure or any other cause.

As a result, WRC does not guarantee the reliability, availability or continuity of its website or the Contents, so the use thereof by the User is carried out at his own risk.

WRC will not be liable in case of interruptions of service, delays, errors, malfunction of the same and, in general, other inconveniences that have their origin in causes beyond the control of WRC, and / or due to a willful or culpable action of the User and / or has as a cause of Force Majeure. They shall be understood as included in the concept of Force Majeure, all events that occur outside the control of WRC, such as: failure of third parties, operators or service companies, acts of government, lack of access to third-party networks, acts or omissions of the Public Authorities, those produced as a result of natural phenomena, blackouts, etc. and the attack of hackers or third parties specialized in the security or integrity of the computer system, provided that WRC has adopted reasonable security measures. In any event, whatever its cause, WRC assumes no liability whether for direct or indirect damages, consequential damages and/or loss of profit. WRC shall have the right, without any compensation to the User, to temporarily suspend the services and contents of the website to carry out maintenance, improvement or repair operations thereof.

WRC excludes any liability for damages of any kind that may be due to the lack of veracity, accuracy, completeness and/or timeliness of the Content transmitted, disseminated, stored, made available or received, obtained or accessed through the Portal nor for Content provided or offered by third parties or entities. WRC will try to update and rectify information hosted on its website that does not comply with the minimum guarantees of veracity. However, it will be exempt from liability for its non-update or rectification, as well as for the contents and information poured into it.

WRC reserves the right to remove content that is ineffective, inaccurate and contrary to the law, morality, public order and good customs.

WRC does not guarantee or assume any liability for damages suffered by access to third party content through connections, links or links of the linked sites. The function of the links that appear in WRC is exclusively to inform the User about the existence of other sources of information on the Internet, where he/she can expand the data offered by this website. WRC will not be responsible in any case for the result obtained through such links or the consequences arising from the access by the Users to them. This Third Party Content is provided by third parties, which WRC cannot control and does not control the legality of the Contents or the quality of the services offered. In the event that a User considers that any of the sites included in the search results contain activity or unlawful information and is interested in requesting the deletion of the link can be directed to WRC in the contact link that it makes available to users. In any case, the User must exercise extreme caution in the assessment and use of the information and services existing in the Third Party Content.

Likewise, WRC excludes any liability for damages of any kind that may be due to the presence of viruses or the presence of other harmful elements in the contents that may cause alteration in computer systems, as well as in the documents or systems stored therein.

WRC is not responsible for the User's use of the services and products of the website or its passwords, nor any other material on the website, infringing intellectual or industrial property rights or any other third-party rights.

#### **4. Property Rights**

All Contents of this website, such as texts, graphics, photographs, logos, icons, images, as well as graphic design, source code and software, are the exclusive property of WRC or third parties whose rights WRC recognizes, and are subject to rights protected by national and international legislation in force at all times.

The use of all elements subject to industrial and intellectual property for commercial purposes, as well as their reproduction distribution, modification, alteration or decompilation beyond what the formulas of industrial and intellectual property permit is strictly prohibited.

Violation of any of these rights may constitute a violation of these provisions, as well as an offense punishable in accordance with criminal law, as well as articles applicable to the Copyright Act.

The publication of information, web pages, storage of files or public communication of any other content through the WRC website imply the transfer to WRC, on a revocable basis after the communication of the user, not exclusive, and with all the supported breadth in law, without any material, temporal or geographical limit, all exploitation rights of an intellectual nature (and between them, without limitation, rights of reproduction, public communication, distribution and transformation).

#### **5. Privacy Policy**

WRC, being fully aware of the use and treatment that should be given to personal data and under the existing legal regulations in this regard, has in place within its organization a system to preserve the security, integrity and confidentiality of data considered to be personal.

## 5.1. Privacy and Confidentiality

WRC informs Users that the data you provide us at the time of registering as a User or later through the services that WRC enables in the different sections of its Portal, will be entered in an automated file owned by WRC, recommending to the User to stay informed of the privacy notices that apply to each section of the WRC page. Such data will be used for the management of the relationship with Users, extension and improvement of the Content and for the sending of information from WRC or third parties that we consider of interest to you, either by email or by any other means. In the case of commercial communications via e-mail or equivalent means, providing your data to WRC is equivalent to your express authorization for the sending of advertising through said means.

The User may access, rectify and cancel his/her personal data by request addressed to WRC at the following address [contact@wercontol.us](mailto:contact@wercontol.us).

WRC communicates to the User the non-mandatory nature of the collection of such data for the provision of WRC services. However, the non-completion of such data may prevent WRC from providing all those services linked to such data, freeing it from any responsibility for the non provision or incomplete provision of these services.

The User will be responsible, in any case, for the veracity of the data provided. WRC has the right to exclude from registered services any User who has provided false data, without prejudice to other actions that may proceed in law.

## 5.2. Use of cookies

WRC informs you that during browsing our websites uses "cookies", small data files that are generated on the user's computer and that allow us to obtain the following information:

- a) The date and time of access to our website. This allows us to know the most crowded times and make adjustments to avoid oversaturation problems in our peak hours.
- b) The number of daily visitors to each section. This allows us to know the most successful areas so as to increase and improve their content, so that users get a more satisfactory result. The date and time of the last time the user visited our website.
- c) The design of content that the user chose on his first visit to our website.
- d) Security elements involved in controlling access to restricted areas.

The information obtained is completely anonymous, and in no case can be associated with a specific and identified user. This information allows WRC to adapt and improve its services to the interests of the user.

However, the user has the option to prevent the generation of cookies, by selecting the corresponding option in their browser program. WRC informs you that in the event that you disable the use of cookies the navigation may be slower than usual.

## **6. Applicable Law and Jurisdiction**

For any dispute concerning the WRC website, Texas law shall apply, for the resolution of all disputes arising out of or relating to the use of this website. The User hereby waives any other jurisdiction.