

## LEGAL NOTICE

### Welcome to the Website

In order to comply with the provisions of the applicable regulations on information society and electronic commerce services, the general information on this Website is included below:

**Holder:** NTT DATA Europe and Latin-America Foundation (hereinafter, "NTT DATA EMEAL Foundation").

**Registered address:** Camino Fuente de la Mora, 1 st, 28050 Madrid, Spain.

**Contact:** Tel. (+34) 91 749 00 00; Fax. (+34) 91 749 00 01.

**Email:** [nttdatafoundation@nttdata.com](mailto:nttdatafoundation@nttdata.com)

**Registry details:** registered under number 562 in the Registry of Foundations, currently managed by the Ministry of Education and Science of Spain.

**VAT:** B-82966326

This Legal Notice, together with the Privacy Policy, establish the legal framework applicable to the use of the website (hereinafter the "Web" or the "Website"). The person using the Web receives the condition of "User" (hereinafter, the "User") and implies expressly and fully the acceptance of its Legal Notice and, where appropriate, the applicable Privacy Policy.

This Legal Notice, as well as the Privacy Policy, are regularly updated, so those current and published at the time of use of the Web will be applicable. Please read these texts carefully and regularly before browsing the Website. In case you do not agree with the Legal Notice and/or the Privacy Policy of the Website, please do not use the Website.

### 1.- Conditions of use:

The User agrees to make appropriate use of the Web and the materials, services and forms offered through it and not to use them for (including, but not limited to)

- Conducting activities that are unlawful, illegal, or contrary to good faith and public order.
- Causing damage to the physical and logical systems of the NTT DATA EMEAL Foundation Website, its suppliers or third parties.
- Introducing or spreading computer viruses or any other physical or logical systems that are likely to cause damage to networks, equipment, systems of Users, the Website or NTT DATA EMEAL Foundation.
- Trying to access, use and/or manipulate data of NTT DATA EMEAL Foundation, third party providers and/or other Users.
- The user of the Website must in all cases refrain from deleting, altering, evading or manipulating any protection device or security system that may be installed on it.
- Any other unauthorized use is also prohibited unless Users have the prior written authorization issued by NTT DATA EMEAL Foundation.
- Users shall not use robots, data exploration and storage systems (such as spiders or scrapers), hidden links or any other resource, tool, software, algorithm, or method of automatic data collection/extractor to access, acquire, copy, or monitor the Website, without the express written permission of their owners.

NTT DATA EMEAL Foundation reserves the right to deny, suspend, interrupt, or cancel access or use, in whole or in part, of this Website to those users or visitors who do not comply with any of the conditions provided in this Legal Notice.

Likewise, NTT DATA EMEAL Foundation shall be entitled to investigate and report any mentioned conduct according to the Law, as well as to collaborate with the authorities in the investigation of such actions.

## **2.- Intellectual and Industrial Property Rights**

© copyright 2021 NTT DATA EMEAL Foundation. All rights reserved.

The entire content of this Website, understanding content as merely illustrative, texts, images, files, pictures, logos, graphics, brands, icons, color combinations, or any other element, its structure and design, the selection and form of presentation of the materials included therein, and the software, links and other audiovisual or sound content, as well as its graphic design and source codes necessary for its operation, access and use, are protected by industrial and intellectual property rights, held by NTT DATA EMEAL Foundation or third parties, without the operation rights over them being understood to be transferred beyond what is strictly necessary for the proper use of the Website.

To reproduce, transform, distribute, publicly communicate, make available to the public and, in general, to carry out any other form of operation, by any procedure, of all or part of the contents of this Website, as well as its design and the selection and presentation of the materials included in it. These operation acts can only be carried out if the express authorization of NTT DATA EMEAL Foundation is granted and provided that the intellectual and industrial property rights held by NTT DATA EMEAL Foundation are referenced.

It is also prohibited to decompile, disassemble, reverse engineer, sublicense or transmit in any way, translate, or perform works derived from the computer software required for the operation, access and use of this Website and the services contained therein, as well as perform, regarding all or part of such software, any of the operation acts described in the preceding section. The user of the Website must in all cases refrain from deleting, altering, evading, or manipulating any protection device or security system that may be installed on it.

The trademarks, trade names or distinctive signs are held by NTT DATA EMEAL Foundation or third parties, without access to the Website being understood to provide any right to the aforementioned trademarks, trade names and/or distinctive signs.

## **3.- Hyperlinks**

The hyperlinks or links shown on this Website may lead Users to other websites and web pages managed by third parties, over which NTT DATA EMEAL Foundation does not exercise any type of control. NTT DATA EMEAL Foundation is not responsible for the content or the condition of these websites and web pages, and access to them through this Website does not imply that NTT DATA EMEAL Foundation recommends or approves their content.

## **4.-Modifications**

This Website contains materials, such as articles, studies, project descriptions, prepared by NTT DATA EMEAL Foundation for informational purposes only. NTT DATA EMEAL Foundation informs you that these materials can be modified, developed, or updated at any time without prior notice.

Likewise, in order to improve the Website, NTT DATA EMEAL Foundation reserves the right, at any time and without prior notice, to modify, extend or temporarily suspend the presentation, configuration, technical specifications and services of the Website, unilaterally; as well as the right to modify this Legal Notice at any time, as well as the Privacy Policy and other terms and conditions that, in relation to the Website, have been made or may be made available to you on the Website.

## **5.- Exclusion of liability**

Whoever uses this Website does so at their own risk and expense. NTT DATA EMEAL Foundation, its partners, collaborators, employees, and representatives are not responsible for any mistakes or omissions that may be suffered by the contents of the Website or other content that may be accessed through it, nor for the amendment of such defects. NTT DATA EMEAL Foundation, its partners, collaborators, employees, and representatives cannot be held responsible for any damages arising from the use of this Website, nor for any action taken based on the information provided therein.

The information on this Website is provided without warranty of any kind, either expressed or implied, and may be changed or updated without notice. NTT DATA EMEAL Foundation does not guarantee the absence of viruses, worms or other harmful computer elements that could damage or modify the computer system, electronic documents, or user files of this Website. Consequently, NTT DATA EMEAL Foundation is not liable for damages that such elements may cause to the user or to third parties. Likewise, the availability and continuity of access to this Website or that it is free from errors, is not guaranteed. On the other hand, the Users of the Website, in any case, shall be obliged to have appropriate tools for the detection and disinfection of harmful computer software.

Users shall be liable for damages of any nature that NTT DATA EMEAL Foundation may suffer because of the breach of any of the obligations to which they are subject by these conditions. Users are aware and voluntarily accept that the use of any content on this Website is, in any case, under their sole and exclusive responsibility.

#### **6.- Reporting of illegal and inappropriate activities**

In the event that any user of the Website becomes aware that hyperlinks refer to websites the content or services of which are illegal, harmful, demeaning, violent or contrary to morality, they may contact NTT DATA EMEAL Foundation providing the following details:

- Personal details of the communicator: name, address, telephone number and email address.
- Description of the events that show the illegal or inappropriate nature of the hyperlink.
- In the event of breach of rights, such as intellectual and industrial property, the personal data of the holder of the infringed right when he is a person other than the communicator.
- Likewise, the title that proves the legitimacy of the holder of the rights must be provided as well as, where appropriate, that of representation to act on behalf of the holder when he or she is a person other than the communicator.

The receipt by NTT DATA EMEAL Foundation of the communication provided for in this clause shall not imply, according to the regulations on services of the information society and electronic commerce, the effective knowledge of the activities and/or contents indicated by the communicator.

#### **7.- Legislation**

These conditions of use are governed in each and every one of its clauses by Spanish law.