

## TERMS AND CONDITIONS OF USE FOR THE DIARIO SERVICE

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### **IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE.**

The present terms and conditions of use (hereinafter referred to as, the "Terms") constitute an agreement between Telefónica Cybersecurity Tech S.L.U, bearing identification code B01636760 and with registered office at calle Gran Vía nº 28, 28013, Madrid (also named "**ElevenPaths**") and **You** (as an individual or a legal entity) with respect to the use of the hired service DIARIO (hereinafter also, the "Service" or "DIARIO"), by yourself.

**DIARIO** is owned by **ElevenPaths** and, together with any other Online service that **ElevenPaths** has or may launch in the future, belongs to the group of services provided as a "Proof of Concept" by Lab and Innovation area AS IS and WITH NO WARRANTIES.

**DIARIO** is protected by international copyright laws and treaties, as well as any other applicable intellectual property laws and treaties. **DIARIO** is not licensed or sold.

**DIARIO** includes:

- Updates, releases, improvements, future versions;
- Associated software supplements or components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany said services. If so, these terms will be applicable.

**Accepting these Terms without any reservation is essential for the provision of the Service by ElevenPaths.**

**Through (i) the electronic acceptance of these Terms or (ii) the use of DIARIO, you fully and explicitly accept having read, understood and agreed to be bound by these Terms without modification. If you not accept them or do not intend to be legally bound by the Terms, do not access or use DIARIO in any way.**

### **1. SUBJECT**

These **Terms** regulate the provision of access and the use of DIARIO by **ElevenPaths to You**.

These **Terms** do not imply any form of obligation for **ElevenPaths** to update any software, or release new versions or updates of DIARIO.

### **2. SERVICE DESCRIPTION**

**DIARIO** is an online service designed to detect malware in client's files preserving their privacy. That means, DIARIO does not need the private content of the document to predict whether a document is potentially dangerous or not.

You can start using **DIARIO** once you have accepted the terms of service. Once you have registered, you will be also able to use the "Analyst Portal" functionalities, which allows you to access to DIARIO internal database.

If you want to unsubscribe from **DIARIO**, we will delete your account and immediately erase the data that we have obtained from our systems.

The "ANALYTICAL" function allows **You** to analyze a file with DIARIO technology. USE THE RESULTS OF THE ANALYSIS AT YOUR OWN RISK.

During the use of the Service, **ElevenPaths** will store files during the time deemed necessary for the document prediction. After this, files will be deleted.

**ElevenPaths** may indefinitely compile and store any detected executable code information found in documents macros for later consultation, as well as for its statistical use and to improve the Service.

Once the webpage has been closed or the analysis process restarted, any generated data from the file itself will be deleted, as a result of the Service.

DIARIO can be accessed through the following link:

<https://diario.elevenpaths.com>

### **3. PROVISION OF SERVICE**

DIARIO can be used by accessing <https://diario.elevenpaths.com>, and requires an electronic device with a compatible web browser and Internet connection, all of which must be provided by **You** and are not included in these terms.

#### **3.1. Technical requirements for the provision of service**

The following is a description of the technical specifications **You** must observe in order to access and use the Service. These are the minimum specifications and the performance of DIARIO may vary due to different technical causes which are not related to **ElevenPaths**, such as the available bandwidth, type of electronic device used, version of operating system or navigator used, etc.

In the event of a change in the minimum technical requirements needed to access the Service, **ElevenPaths** will make this information available via email or on the website <https://diario.elevenpaths.com>

### **3.2. Internet connection**

In order to access and use DIARIO, you're required to use an Internet connection with a minimum symmetrical bandwidth of one megabit per second (1MB/s).

It is considered your responsibility that the configuration of the aforementioned Internet connection be the necessary for the provision of the Service. In no case will **ElevenPaths** configure the parameters.

### 3.3. Compatible web browser

For the correct provision of the Service, **You** must use the latest updated version of the following web browsers: Microsoft, Internet Explorer or Edge, Mozilla Firefox or Google Chrome, or any other which may be compatible with the Service and which follows the technical specifications described in the General Conditions.

The use of web browser extensions or complements may affect or prevent the correct provision of the Service. ElevenPaths will be exempt from any liability that may arise.

### 3.4. Implementation of Service

**ElevenPaths** may provide the necessary support services during the registration and access processes of DIARIO ("Support Services"). Any Support Service request must be sent to **ElevenPaths** via the following email address: innovationlab@11paths.com

## 4. CLIENTS OBLIGATIONS

### 4.1. Use

To respect the use of DIARIO, **you** accept that **You** (and any End Users, as previously explained):

(a) must comply with **ElevenPaths'** instructions related to the use of DIARIO;

(b) must not (i) use DIARIO in any manner that may be considered inconsistent with what is considered to be reasonable use and of good faith of DIARIO, (ii) use DIARIO in any way that, in **ElevenPaths'** opinion, directly affects (or is likely to affect) DIARIO, or any other clients of **ElevenPaths**, (iii) use DIARIO in any way that may disturb, interfere, distort or damage **ElevenPaths'** systems, (iv) use DIARIO in any way that may be considered fraudulent or criminal, (v) use DIARIO to consciously send, receive, store or communicate any material which may be considered illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, or which may be a nuisance or deceptive or any other material likely to cause offense, (vi) use DIARIO to harass, spy, annoy, or cause any unnecessary distress or anxiety to anyone, or to impersonate someone else or act in any way that may be considered unpleasant, or which may be detrimental to third parties, (vii) use DIARIO in any way which goes against any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use DIARIO to send spam or unsolicited advertising or promotional material, (ix) use DIARIO to send or transmit anything which contains a virus, (x) use DIARIO in any way that may

damage **ElevenPaths'** reputation or any other entity within the Grupo Telefónica, the reputation of DIARIO or which may lead **ElevenPaths** to discredit their reputation or the reputation of third parties, (xi) use DIARIO in any way that may violate copyrights, trademarks, confidentiality or privacy agreements or which may infringe the intellectual or industrial property rights of others, (xii) possess or maintain licences, consent and/or notifications required under any law, regulation and/or administrative order applicable to receive and use DIARIO, if any;

(c) will use DIARIO solely (i) for internal or personal use, (ii) in agreement with all of the applicable laws and regulations, and (iii) as provided in these **Terms** and any other documentation that may be part of DIARIO;

(d) will not use any documentation that may be part of DIARIO except to support its authorised use;

(e) apart from that expressly established in these terms, will not (i) modify, adapt, translate, duplicate, disassemble, decompile, recompile, reverse engineer or take similar measures with respect to DIARIO for any purpose, or (ii) try to discover the source code or the underlying algorithms of DIARIO, (except where prohibited by law, in which case, only to the extent permitted by said applicable law, and only after providing **ElevenPaths** with a prior written notification);

(f) will not use DIARIO for further purpose of designing, modifying or developing software or services which are similar in their purpose, scope or function to DIARIO, will not participate in competitive analysis, benchmarking, use, evaluation or visualisation of DIARIO, nor create any derivative based on DIARIO, whether it be for internal use, licensing or re-sale;

(g) must comply with the applicable laws and must not permit any parties, either directly or on their behalf, to breach or violate any of these restrictions; and

(h) with respect to the maintenance of copyright notifications, will not remove or alter any copyright notifications in any of the copies of DIARIO.

## 5. ELEVENPATHS' OBLIGATIONS

### 5.1. Access

**ElevenPaths** grants the right to access and use DIARIO for the purpose for which it was designed.

### 5.2. Availability of Service

**ElevenPaths** will make an effort to provide maximum availability and continuous access to DIARIO.

### 5.3. Customer service and technical assistance

**ElevenPaths** will make an effort to provide an additional technical assistance service for DIARIO via the following email address: innovationlab@11paths.com.

### 6. SUPPORT SERVICES

Support service requests will be attended to by **ElevenPaths** as quickly as possible via the following email address: innovationlab@11paths.com.

### 7. FEES

The "ANALYTICAL" service is free of charge.

### 8. DURATION AND TERMINATION

The validity of these **Terms** will be maintained during the time it takes to analyse a file.

Once completed, it will be necessary to accept these **Terms** again.

Notwithstanding the foregoing, **ElevenPaths** may, at its sole discretion and without the need for prior notice, terminate these **Terms**.

Furthermore, **ElevenPaths** may consider this relationship immediately terminated in the event that (i) **ElevenPaths** determines, at its sole discretion, that the provision of the Service offered to **You** is prohibited by applicable law or has become impractical or unworkable for any legal reason or regulation, (ii) **ElevenPaths** determines, at its sole discretion, that **You** have not complied with one of the terms and conditions within this document or if you're using the ANALYTICAL function, or acting in a way that the use of the ANALYTICAL function by other clients or any other infrastructure related to the ANALYTICAL function may be adversely affected or (iii) **ElevenPaths** determines, as its sole discretion, that **Your** use of the ANALYTICAL function (or the use of End Users) poses a security threat that may involve the liability of **ElevenPaths** or third parties.

Upon the termination or expiration of these **Terms**, the right to use the ANALYTICAL function will be automatically and immediately terminated.

### 9. INTELLECTUAL PROPERTY

All titles, including but not limited to, copyrights, names, trademarks, commercial names, service brands or any other identification features of DIARIO and its copies, are copyrighted and property of **ElevenPaths** or its suppliers.

These **Terms** only grant limited rights to use DIARIO under the terms and restrictions specified herein. You do not have and will not acquire any right, title or interest regarding this Service, which will at all times remain exclusive property of **ElevenPaths** or a third party license provider.

All titles and intellectual property rights over the content which can be accessed by using DIARIO are property of the respective content owners and may be protected by applicable copyright laws and treaties. These **Terms** do not grant any use of said content. All rights not expressly granted are reserved by **ElevenPaths**.

You acknowledge and accept that **ElevenPaths** will be the sole owner of any improvements, updates or derivative works of DIARIO which are developed by **ElevenPaths** during and after the termination of these **Terms**. Notwithstanding the foregoing, **You** expressly acknowledge and accept that **ElevenPaths** will be the sole owners of any newly developed intellectual property, including but not limited to, (i) recently developed, revised or modified sources codes and (ii) anything related in any way to DIARIO or **ElevenPaths'** general business, regardless of whether it has been developed, revised or modified in response to your requests, suggestions or ideas, or if you yourself have developed it.

During the validity of these **Terms** and thereafter, you will not claim the invalidity of **ElevenPaths'** intellectual property rights over DIARIO or challenge its right, title or interest therein, and must not cause, influence or help any third parties to make such claims or disputes in any way.

### 10. WARRANTIES

**ElevenPaths** expressly disclaims any warranties for DIARIO. **You** understand and accept that the use of DIARIO is at your own risk. DIARIO is issued as is and subject to availability, without any expressed or implied warranties of any kind, including but not limited to, any commercial, non-infringement or intellectual property warranties, including any warranties that DIARIO will meet your requirements, that the use of the Service may be uninterrupted, timely, safe or error-free, that the results that may be obtained by using DIARIO will be precise or reliable, or that the quality of DIARIO satisfy your expectations. **ElevenPaths** does not guarantee nor assume responsibility for the accuracy or the completeness of any information, documentation, text, graphics, links or other elements within DIARIO. **ElevenPaths** does not grant warranties regarding any damage that may be caused due to the transmission of a computer virus, worm, time bomb or any other software of this type. **ElevenPaths** expressly disclaims any warranty or representation to End Users or third

parties.

**You** agree to hold harmless and indemnify **ElevenPaths** and its affiliates (including any entity within the Grupo Telefónica), officials, managers, employees, advertisers or partners against (i) any third party claims that may arise or that may be related to the use (or the use by End Users) of DIARIO with respect to the **Terms**, (ii) all and any damage that may result from the violation on your behalf or on behalf of End Users of any applicable regulation or law, or from any form of breach of any of these **Terms** by End Users, or from the use of End Users of DIARIO; (iii) any claim against **ElevenPaths** made by any of the End Users or third parties related to any service, content or any other services supplied or sent by **You** (directly or by means of your End Users) DIARIO or (iv) any damage to any equipment belonging to **ElevenPaths** or any other company within the Grupo Telefónica caused by a breach in these **Terms** by **You** or your End Users; including any responsibility or expense derived from claims, losses, damages (actual or consequential), judgements, litigation costs, or attorney fees, of any kind and nature. In any case, **ElevenPaths** will send a written notification of such claim, suit or action.

## 11. LIMITATION OF LIABILITY

In no event will **ElevenPaths** be liable for any damage (including but not limited to, loss of benefits, loss of business, business interruption or loss of information) arising from your use or incapability of using DIARIO (including your End Users), the cost of the acquisition or substitutions of goods and services, the declaration or the conduct of third party services or products, even in the event that **ElevenPaths** has been informed of the possibility of such damages.

In no event will **ElevenPaths** be held liable for the loss of data or for any indirect, special, incidental or consequential damage (including losses or business losses, whether they be director indirect, or the loss or corruption of data), or for any other indirect or consequential loss or for damages based on these **Terms**, tort or otherwise.

**ElevenPaths** will not be held liable with respect to the content of DIARIO or any part of the Service, including, but not limited to, any errors or omissions, defamation, breach of publicity rights, privacy, trademark rights, business interruption, personal damages, loss of privacy, moral rights or the disclosure of confidential information.

Nothing within this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from the negligence of such party; or (ii) fraud or misrepresentation.

Nothing within this agreement shall exclude or restrict the liability of either party with respect to any liability

that cannot be excluded or restricted by law.

## 12. CONFIDENTIALITY

**You** agree to act in a strictly private and confidential manner and to not disclose to third parties any information, data, announcements or documents related to DIARIO that you obtain or receive as a result of the execution of these **Terms** ("Confidential information").

The commitment established in the previous paragraph shall not be deemed to have been breached if the information, announcement, data and/or documents are already in the public domain when disclosed by yourself or if the disclosure of such information is required by law or if the total or partial disclosure of the Confidential Information is ordered by a relevant authority.

For the purpose of this section, the Confidential Information also includes these **Terms**, as well as the **ElevenPaths** system, any document, business offer, information or presentation that has been given by **ElevenPaths** related to **ElevenPaths'** trading partner technology, promotional and marketing activities, finance and other business matters.

The confidentiality obligations set forth in this document will still exist after the termination of these **Terms**.

If you are required by applicable statute, law or regulation, or by a legal or regulatory authority to disclose any Confidential Information, you must properly notify **ElevenPaths** (if permitted by such law, regulatory authority or relevant authority) of such disclosure, so that the affected party may request in due course a protective order or other appropriate remedies or disclaim compliance with the terms in this section. **You** also agree to cooperate with **ElevenPaths** in their efforts to obtain a protective order or any other remedy.

In the event that such a protective order or other remedy is not obtained, you must ensure that, if legally required to disclose information, that only the section regarding Confidential Information in this document be advised by a lawyer and that reasonable efforts be made to obtain guarantees that the information be treated confidentially.

## 13. LAW AND JURISDICTION

These **Terms** are governed by Spanish Law.

Both parties agree to submit any disagreement in the interpretation and execution of these **Terms** to the Courts and Tribunals of the city of Madrid.

## 14. ASSIGNATION AND SUBCONTRACTION

**You** may not assign these **Terms** nor transfer in any

way the rights or obligations, including credentials or any other right, without previous written consent by **ElevenPaths**.

**ElevenPaths**, upon written notification (including email) and without your consent, may assign or transfer these **Terms** to third parties, whether they be a member of the Grupo Telefónica or not.

**ElevenPaths** may at any moment subcontract part or all of their obligations under this contract.

## 15. ADVERTISING

**ElevenPaths** may use your name and/or logo in a client list used for marketing material, provided that you have communicated your consent to **ElevenPaths** via email in response to the relevant request sent by **ElevenPaths**.

Within forty-five (45) days of signing these **Terms**, **ElevenPaths** may publish a press release announcing their relationship with you as a client, provided that **You** have the opportunity to revise and approve said press release.

## 16. PRIVACY

ElevenPaths recognizes the importance of protecting your privacy as a DIARIO user, which is why it has a Privacy Policy that you can consult here <https://diario.elevenpaths.com>

## 17. CONTRACTUAL MODIFICATIONS

**ElevenPaths** may modify these **terms** because of (i) technological changes, (ii) regulatory changes that affect the Service or (iii) the evolution of the Service, by publishing in the following web address <https://elevenpaths.com>

## 18. CONSERVATION AND INTEGRITY OF THESE TERMS AND NON-RESIGNATION

A declaration of nullity or invalidity of any of the clauses within these Terms, unless essential, will not affect the validity or effectiveness of the other clauses.

The failure or delay to exercise or enforce any right, power or remedy under these terms on behalf of either of the implicated parties will be considered a waiver of such right, power or remedy.

## 19. NOTIFICATIONS

To You: Unless otherwise established, any

notifications made by ElevenPaths to You will be sent to the email address provided to ElevenPaths upon registration to allow access and use of DIARIO or any email address that You have provided to ElevenPaths and/or their affiliates. It is your responsibility to maintain your email address updated. Any emails sent by ElevenPaths and/or affiliates to the provided address will be considered to have been received, regardless of whether you actually received them.

To ElevenPaths: For any notifications and questions regarding these Terms or DIARIO, You can get in touch with ElevenPaths by writing to the following email address: [innovationlab@11paths.com](mailto:innovationlab@11paths.com).

Any questions regarding support or consultations related to DIARIO should be made by contacting the aforementioned email address.