MATGRAN, TERMS AND CONDITIONS OF USE.

MATGRAN, S.L. (MATGRAN) is a designer, manufacturer and supplier of a set of different lines of products and services (MATGRAN Services). This Agreement (the "User Agreement ") states the terms and conditions under which you may use portions of the web site (Website) of MATGRAN or any of the Products and MATGRAN Services websites. We will describe a user of any MATGRAN Services as "You" or as "Client/User".

We also use the term "MATGRAN Services" to refer to any of the Products and Services of MATGRAN. Any use by you of the MATGRAN Services constitutes your acceptance of all such terms and conditions, including any terms and conditions incorporated herein. By using MATGRAN Services, you agree to the terms and conditions of this User Agreement and create a binding contract between You and MATGRAN. If you do not accept the terms and conditions contained in this User Agreement, do not use MATGRAN Services. Upon notice published through the MATGRAN Services, we may modify this User Agreement at any time.

1. Use of the MATGRAN Services. MATGRAN grants You a terminable, nonexclusive, non-transferable and revocable license to use the MATGRAN Services solely for your personal, noncommercial noncompetitive use in accordance with the following terms and conditions. Any such terms and conditions included in this site or the MATGRAN Services shall be deemed to be a part of this Agreement User and are hereby incorporated into this User Agreement by reference.

2. Privacy Policy. By registering for or using MATGRAN Services you acknowledge that you have read and accept the MATGRAN Privacy Policy. Before registering for or using the MATGRAN Services, please carefully read the MATGRAN Privacy Policy. You can access policy Privacy by clicking here (www.matgran.com).

3. Content. The computer software, artwork and other components included in the MATGRAN Services are copyrighted property of MATGRAN. The MATGRAN Services are licensed to use (not sold) to You, and MATGRAN owns all copyright, trade secrets, patent and other proprietary rights in MATGRAN Services. The Client/User may not: (a) copy, distribute, rent, loan, lease or sublicense all or ant portion of the MATGRAN Services; (b) modify, translate, distribute or prepare derivative works of the MATGRAN Services or the accompanying documentation; (c) reverse engineer, decompile or disassemble the MATGRAN Services or the accompanying documentation; or (d) remove any proprietary notice, notes, labels or marks on the MATGRAN Services and accompanying documentation. The Client/User may not transfer to third parties MATGRAN Services. Your license is automatically terminated if you transfer the MATGRAN Services and any accompanying documentation remains with

MATGRAN Terms & Conditions of Use

MATGRAN or their agents, if any.

4. Registration Information. You agree, as a condition of your use of MATGRAN Services, that you may be asked to provide MATGRAN with accurate and complete information when registering for the MATGRAN Services. MATGRAN has the right to suspend, restrict or terminate your use of the MATGRAN Services and refuse any future use of the MATGRAN Services, or any portion of the MATGRAN Services, if has reason to believe that you have failed to comply with these requirements.

5. Your Conduct. As a condition of your use of the MATGRAN Services, you warrant to MATGRAN that you do not use the MATGRAN Services for any purpose that is unlawful or explicitly prohibited by this User Agreement. You may not use the MATGRAN Services in any manner that could damage, impair, disrupt, disable or overburden the MATGRAN Services or in any way interfere with MATGRAN's rights, or infringe the rights of any other person or user. You agree to comply with the terms and conditions applicable to any services, products, advertising or content accessed by You through the MATGRAN Services only pursuant to the license set forth herein. By accepting the terms of this User Agreement, you accept that you are using the MATGRAN Services solely for use individually. In the event that your conduct breaches the provisions of this User Agreement, you hereby acknowledge and agree that MATGRAN shall seek both civil and criminal penalties against you in your individual capacity.

6. Account Security. Depending on the mode of MATGRAN Services you are accessing, you may access through an account identifier code and a password chosen by you or provided by MATGRAN. It might also be possible that the code ID and password associated with it is provided by your institution, organization or company. Or it may be that accesses MATGRAN Services by an account identifier code and a password sent by MATGRAN in the hiring process and purchase of services through the Website. In either case you are responsible for protecting the confidentiality of your password and account identifier. And are fully responsible for all activity that's occur under your account identifier code and its associated password . You agree:

(a) to immediately notify MATGRAN for any loss, compromise or unauthorized use of your password or account identifier or any other breach of security, and

(b) to exit from your account when you conclude each session. You may notify MATGRAN by sending an email to <u>info@matgran.com</u>

7. Restriction and Modification of Service. MATGRAN reserves the right at any time to modify, limit access to or change the characteristics of the MATGRAN Services (or any part thereof) with or without notice. You agree that

MATGRAN not be liable to you for any modification, suspension or discontinuance of the Services MATGRAN .

8. Term. The term of this Agreement begins on the date you first use the MATGRAN Services. And shall continue for the duration of service you purchased.

If you are a Particular User, this Agreement shall continue for the term of the subscription as set forth in the order form when you purchased the MATGRAN Services.

If you are a User from an Institution, this Agreement shall continue for the duration that the MATGRAN Services is being provided to you, as agreed by MATGRAN and your institution in a separate agreement.

9. Property Rights. You acknowledge and agree that the MATGRAN Services and any necessary software used in connection with the MATGRAN Services, contain proprietary and confidential information that are protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements, if any, or information presented to you through the MATGRAN Services, is protected by copyrights, rights of trademarks, patents, service marks or other proprietary rights and laws.

10 . Warranty Disclaimer. You agree that :

(a) MATGRAN offers through its website sufficient information content for evaluation and purchase decision and hiring MATGRAN Services.

(b) If you use MATGRAN Services, you do so at your own and sole risk and responsibility. MATGRAN expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(c) MATGRAN no warranty that (i) the MATGRAN Services meet the requirements and/or expectations of the user, (ii) display MATGRAN Services interrupted or error free, (iii) the quality of any product, service, information or other material purchased or obtained by you MATGRAN through the Services will meet your expectations.

(d) If you access or transmit any content through the use of MATGRAN Services, you do so at your own discretion an your sole risk. You are the solely responsible for any loss or damage to you in connection with such actions.

(e) No data, information or advice obtained by you in oral, or written or from MATGRAN or through or from the MATGRAN Services shall create any warranty not explicitly stated herein.

11. Limitation of Liability. You expressly agree that MATGRAN shall not be liable for any indirect loss or damage , incidental, special, consequential or exemplary damages (even if MATGRAN had been advised of the possibility of such damages), arising from or related to this agreement. In no event will MATGRAN's liability to you arising from or relaying to this Agreement exceed the greater of the amounts you have paid to hire the MATGRAN Services.

12. Compensation . You agree to indemnify, defend and hold harmless MATGRAN, its officers, directors , employees, agents, other service providers, suppliers or customers and against all losses, expenses, damages and costs, including reasonable attorneys' fees resulting from any violation of the User Agreement or any harm you may cause to any one in connection with your use of the MATGRAN Services, including, for the avoidance of doubt, your use, or the use by any of your affiliates, of MATGRAN Services for competitive purposes.

13. Notices . You agree that MATGRAN can communicate any notice to you, including notices of changes to the Terms and Conditions, by posting those notices on the MATGRAN Website or through MATGRAN Services.

14. Trademark Information. The brand MATGRAN, the MATGRAN logo and other trademarks and logos of MATGRAN products and services, and the names of products and services of MATGRAN may be trademarks, service marks or be subject to any other intellectual property of MATGRAN, SL (the "MATGRAN Marks"). You are agree not to display or use the MATGARN Marks in any manner without prior permission of MATGRAN SL.

15. Personality Rights . If you are a Client/User belonging to an institution, you acknowledge and agree that the use of MATGRAN Services and participating in the MATGRAN online learning platform may, for reasons of its own service, disseminate your name and other identifying features to you partners through the Website and always within the scope of the institution to which you belongs. In agreeing to use the MATGRAN Services, you hereby irrevocably consent to MATGRAN's use of your name, likeness and other identifying features you associated, without any compensation.

16. Restrictions on Use. The terms of this section are only applicable to you if it is a user who, in turn, is an instructor, teacher or employee of an educational institution, academic or otherwise, that has access to the MAGRAN Services offered to students at your institution. You acknowledge that you will have access to content and components of our Website to which they are not allowed access to students, content and components that can include information about the students. You agree that you will access and will use such information only, and the extent necessary to carry out your duties as an instructor, professor and/or employee of the institution and in no case will use or disclose such information, except as permitted in these Terms and Conditions or as allowed under a special agreement between MATGRAN and your institution.

17. Entire Agreement. These Terms and Conditions of Use delimit and govern your use of MATGRAN Services and constitute the entire agreement that frames the relationship between you and MATGRAN. It supersedes any prior agreements between you and MATGRAN. When you use services from other providers, access to MATGRAN Services, there may be additional terms and conditions associated with them and the service they provided. these conditions no additional decrease, diminish, or eliminate any right that MATGRAN have regarding the present User Agreement.

18. Law and Jurisdiction. This Agreement and the relationship between the Client/User and MATGRAN shall be governed by Spanish law without regard to its conflicts of law provisions. For all issues arising from the interpretation or enforcement of this User Agreement, the parties submit to the jurisdiction and Jurisdiction of the Courts and Tribunals of the city of Barcelona waiving any privilege that may apply.

19. Miscellaneous. Any failure by MATGRAN to exercise MATGRAN any rights or enforce any of the terms of this User Agreement shall not constitute a waiver of such rights or terms. If any provision of this User Agreement, or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of this User Agreement , or the application of such provision under other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.