



## Website Terms of Use

Version 1.0

### 1. General Information.

The dotlake.io website located at <https://dotlake.io/> (the "Site") is a copyrighted work belonging to MOLLITIAM INDUSTRIES, S.L. ("Dotlake", "we", "our" "us"). These terms of use (the "Terms of Use", "Terms") explain the general terms that governs the access and use of the different websites, products and services offered by Dotlake through the Site. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site.

BY LOGGING INTO THE SITE, YOU ("you", "your", "User") ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to bind yourself or the third-party on whose behalf you are acting to these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE.

### 2. Acces to the Site

You are solely responsible for choosing a secure password, as well as for keeping said password (together with any other log-in information, such as your username) confidential. Your log-in information is non-transferable. If you become aware or suspect that a third party may be accessing your User account, you must promptly notify Dotlake by sending an email to [info@dotlake.eu](mailto:info@dotlake.eu). Please, note that even if you had advised Dotlake of an unauthorized use of your User account, Dotlake shall not be liable for any loss, damages, liability, expenses or attorneys' fees arising out of or in connection with a third-party access or use of your User account. You represent that, when registering a User account, you will provide truthful and up to date information and that you will not use a false identity or the identity of a third party.

### 3. Certain Restrictions.

By accessing or using the Site the User undertakes to comply with the provisions of these Terms of Service as well as with any applicable law.

The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; (d) you shall not use the Site in any manner that may cause damage, interruptions, inefficiencies or defects in the Site's operation, including by using "bots" or other automated systems to send unreasonable requests to our servers; (e) not to use the Site for the transmission, installation or publication of any viruses, malicious code or other harmful programs of files; (f) not to use the Site for purposes contrary to the good faith, morality and public order; and (g) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Dotlake reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Dotlake will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

### 4. No support or Maintenance.

You agree that Dotlake will have no obligation to provide you with any support in connection with the Site.

### 5. Intellectual Property.

Subject to your compliance with these Terms of Service, we grant you a limited, non-exclusive, non-sublicensable, and non-transferable to use and access our Site.

You are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Dotlake or Dotlake's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in this Section.

Dotlake and its suppliers reserve all rights not granted in these Terms. You undertake to respect all the intellectual property rights owned by Dotlake and or our licensors.

You may not reproduce, distribute, publicly communicate or transform all or part of the contents of our Site (including their source code) for any purpose, commercial or otherwise.

Any infringement of Dotlake's intellectual property rights may constitute not only a breach of these Terms of Service but also a violation of copyright laws, trademark laws, privacy laws and publicity and communications regulations.

### 6. Third-party links.

The Site may contain links to third-party websites and services. Such third-party links are not under the control of Dotlake, and Dotlake is not responsible for any third-party links. Dotlake does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party links. You use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Dotlake shall not be liable for any damage or loss caused or alleged to be caused by or in

connection with the content or any other aspect related to said sites.

## **7. Warranties and liability.**

The site is provided on an "as-is" and "as available" basis, and Dotlake and our suppliers expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

Other than as expressly stated in these Terms of Service (or as provided by law), Dotlake does not warrant and shall not be liable for: (i) the vulnerability of the Site and/or the security measures adopted therein; (ii) the existence and/or transmission of viruses or other similar harmful components (you are responsible for implementing procedures and checkpoints that are adequate to guarantee your particular requirements for anti-virus protection, as well as for maintaining a means external to Dotlake for any reconstruction of any lost data that may be needed); (iii) the lack of accessibility, availability, usefulness or performance of the Site; (iv) the unlawful access of a third party; (v) any compatibility problems between the Site and the User's device; (vi) failures of the Site caused by any type of technical or security failure affecting the servers of Dotlake's third party service providers; and (vi) any other failure that hinders, delays or prevents the proper functioning of the User.

To the maximum extent permitted by law, in no event shall Dotlake or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if Dotlake has been advised of the possibility of such damages. Access to and use of the Site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

In the event that the applicable law does not allow the limitation or exclusion of certain liabilities as set forth herein, our liability shall be limited to the maximum extension permitted by the applicable law.

## **8. Term and termination.**

Subject to this Section, these Terms will remain in full force and effect while you use the Site and as long as the Site remains operational and accessible to the User. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately.

## **9. Force majeure.**

For the purposes of these Terms of Service, a force majeure event means any event or occurrence beyond the reasonable control of Dotlake, including a breakdown or interruption in public or private telecommunications networks, war, riots, disasters, strikes, civil disorder, terrorist acts, unforeseen events, fires, pandemics, explosions or any action by the authorities, including any government regulation.

Dotlake will not be liable for any failure, delay or suspension in the performance of any of its obligations under these Terms of Service caused by a force majeure event.

## **10. General.**

These Terms are subject to occasional revision. Dotlake reserves the right to make, at any time and without prior notice, improvements, replacements or modifications to the Site, as well as to discontinue the Site and its related services, with or without notice, and with no liability to Dotlake.

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Dotlake is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Dotlake's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Dotlake may freely assign these Terms.

The title headings of the sections of this Terms of Service are solely for the sake of convenience and shall bear no weight in the interpretation of this Terms of Service. Where the context requires, words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa. The original version of these Terms of Service is drawn up in English, and, therefore, the language that will govern their interpretation is English.

## **11. Data Protection.**

At Dotlake we take the processing of your personal information very seriously and take the utmost precautions when processing personal data. Dotlake takes the utmost precautions when processing User's personal data. For further information on how your data will be processed when you access and use our Site, please visit our [Privacy Policy](#) and our [Cookies Policy](#).

## **12. Contact Information.**

Any User who wishes to address a complaint, question or suggestion may do so by sending an email to [info@dotlake.eu](mailto:info@dotlake.eu) or to the postal address: Calle Río Jarama, Nº 132 Edificio singular 4.03, Bajo, 45007 Toledo.

## **13. Applicable Law and Jurisdiction.**

These Terms of Service shall be governed by the Laws of Spain. Where allowed by law, you and Dotlake waive you/our own jurisdiction and agree to submit any conflict, controversy and/or claim related to these Terms of Service to the exclusive jurisdiction of the courts of the city of Madrid.