

WEBSITE TERMS AND CONDITIONS

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Please refer to the following email address privacy@clarity.ai to contact us.

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS, AS WELL AS THE PRIVACY POLICY AND THE COOKIE POLICY.

1. Purpose

These terms and conditions (the "Terms and Conditions") regulate the access to and use of the Site. Access to the Site and its use thereof entails fully accepting without reservation of the Terms and Conditions in force at any time when accessing the Site. The Site is not a source of advice or a means to establish any sort of professional relationship. Information included in the Site is taken from Clarity AI's and third-party sources, and is based on proprietary technology and methodology. The Site is not intended to serve as recommendations to take any kind of financial, legal, purchase, sale or business decisions. Users' access to and use of the Site is voluntary and at his/her sole and exclusive responsibility. Clarity AI reserves the right to update, modify or delete from time to time the information contained in these Terms and Conditions at any time without notice. WE RECOMMEND FOR USERS TO REVIEW PERIODICALLY THESE TERMS AND CONDITIONS AND RELATED DOCUMENTATION. For the avoidance of doubt, please note that the use of any software solution provided to the users through the Site, any third party website or other content linking to the Site will be regulated by its own terms and conditions.

2. Use of Cookies

We use cookies or similar devices to collect information on the use of the Site. PLEASE REFER TO OUR COOKIE POLICY IN THIS REGARD. This cookie policy is accessible at the bottom page of the main page of the Site.

3. Use of the Site

Users may access the contents provided or shown therein only through the means authorized to that end in the Site, provided that this does not infringe intellectual and/or industrial property rights or in any way damage the Site and the information and contents available therein. Users shall make

reasonable use of the Site and must not carry out any action that could damage, disable or overload the Site, or impede its normal use, or that could harm the image, interests or rights of Clarity AI or of third parties. Users shall not make any kind of unlawful or unauthorized use of the Site and its content.

Notwithstanding the security measures that Clarity AI has implemented to identify the existence of viruses or similar harmful programs, users must be aware that the security measures for computer systems on the Internet are not totally reliable and that the non-existence of viruses or other elements that could cause alterations to users' computer and IT systems (both software and hardware) or files therein cannot be entirely guaranteed. Users shall be held liable for any loss or damage of any nature that Clarity AI might sustain, directly or indirectly, as a result of the user's breach of the obligations and rules governing the use of the Site or any other inadequate behavior on the Site.

4. Intellectual and industrial property

All of the contents of the Site including, but not limited to, texts, images, domain name, trademarks, logos, audio and video files, software files, technology, links, color combinations and graphic designs, as well as the structure, selection and order of its contents, are protected by intellectual and industrial property laws, and cannot be exploited, reproduced, distributed, modified, publicly communicated, assigned or transformed or in any other way disclosed or exploited, without Clarity AI's express consent. Access to this Site does not confer on the users any right or ownership over the intellectual and/or industrial property rights protecting the contents housed in this Site. If any user deems that there is breach of the intellectual and industrial rights above, PLEASE INFORM US AS SOON AS POSSIBLE to the address indicated in Section 1 above. Clarity AI reserves the possibility of taking the appropriate legal actions in that respect.

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5. Disclaimers and Limitation of Liability

Clarity AI reserves the right to delete, limit or prevent access to its Site at any time and for any reason. This may occur for instance, when technical difficulties arise due to facts or circumstances beyond Clarity AI's control, which, in its opinion, reduce or annul the standard levels of security adopted for the adequate functioning of the Site. Clarity AI also reserves such right with respect to

certain users, in the event of observing any conduct that in the opinion of Clarity AI is contrary to these Terms and Conditions, the legislation applicable at all times, and Clarity AI's business interests.

Clarity AI shall not be responsible vis-à-vis any legal action, claim or damage (including reasonable expenses and legal fees) derived from facts beyond Clarity AI's control or due to any negligent or fraudulent act or any breach of law or regulations by users or third parties, or any act constituting an event of force majeure; causing technical errors or disruptions in the Site.

The information and contents that Clarity AI offers on the Site are merely for information purposes, and should in no way be construed as a reliable source or as the sole basis for decision-making. In this sense, the Site should not be considered to be a source of advice or a means to establish any sort of professional relationship.

Clarity AI adopts reasonable measures so that the information it uses and provides is of sufficient quality and from sources Clarity AI considers to be reliable. However, Clarity AI does not guarantee that this information is free of any kind of error or defect or that it fits for any particular purpose or requirement. Clarity AI makes no representations or warranties and does not accept responsibility for any loss and damage that may be due to the use of the Site or the lack of truth, accuracy, exhaustiveness and/or update of the information and contents offered on the Site, and/or for content which are not prepared by Clarity AI and that are provided 'as is' and 'as available'.

6. Hyperlinks and third party links

Users or third parties intending to provide a hyperlink or similar device from their website to the Site must obtain Clarity AI's prior authorization. As the case may be, the establishment of these hyperlinks does not entail any kind of relationship between Clarity AI and the third party, or Clarity AI's endorsement of the contents or the services of the website in which the hyperlink is included. The Site may contain links that allow users to gain access to third party sites. Clarity AI holds no responsibility over third party links included in the Site nor approves, supervises or controls in any way the content, data, products and services or any material of any nature existing on the third party links. Users assume entire and exclusive responsibility for browsing such sites. Therefore, PLEASE REVIEW THE PRIVACY POLICIES AND TERMS AND CONDITIONS OF THESE THIRD PARTY WEBSITES BEFORE BROWSING THROUGH THEM. If any user deems that there is a site linked to unlawful or inappropriate contents, PLEASE INFORM US AS SOON AS POSSIBLE to the address indicated in section 1 above. Under no circumstances does such communication entail the obligation for Clarity AI to remove the corresponding link, or presuppose effective knowledge of the contents and/or services included in the allegedly-infringing linked sites. Clarity AI reserves the possibility of taking the appropriate legal actions in that respect.

7. Miscellaneous

These terms and conditions shall be governed under the laws of Spain. In the event of any discrepancy or dispute arising from the interpretation or application of these Terms and Conditions or the content of the Site, you and Clarity AI may submit, in those cases in which you have the status of consumer and/or user (and notwithstanding the EU online dispute resolution platform), to the jurisdiction of the Courts and Tribunals corresponding to your domicile. Otherwise, you and Clarity AI agree to submit expressly to the jurisdiction of the Courts and Tribunals of the city of Madrid.

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