

TERMS AND CONDITIONS



These terms and conditions regulate the permitted use of the Finresp website (the "Website"), accessible through www.finresp.es. The Website has been developed by Analistas Financieros Internacionales, SA (hereinafter, the "Company"), an entity with registered office at calle Marqués de Villamejor, 5, 28006 Madrid and with NIF A-78603206, within the framework of the Finresp project, in collaboration with the Association of Collective Investment Institutions and Pension Funds ("INVERCO"), the Spanish Union of Insurance and Reinsurance Entities ("Unespa"), the Spanish Banking Association ("AEB"), CECA and the National Union of Credit Unions ("UNACC"), jointly and hereinafter "the Entities".

1. General information

Complying with the criteria of transparency, clarity and simplicity, we inform you that any suggestion, doubt or query about the conditions may be answered by contacting the Company. Thus, users may direct their requests, questions and complaints to the email address info@finresp.es and by postal mail to the address C / Marqués de Villamejor, 5, 28006 Madrid, Spain, indicating in the subject "Finresp" .

Since these conditions could be modified in the future, we recommend that you visit them periodically to be duly informed.

2. General conditions

2.1. Access and use

These general conditions regulate the access and use of the Website. Access to them implies their acceptance without reservation. Access to this Website, or its use in any way, gives you the qualification of "User" and implies the unreserved acceptance of each and every one of these conditions. Consequently, it will be the responsibility of all Users to read the conditions in force at the time they access this Website, so if you do not agree with any of them set forth herein, please refrain from using the Website.

Likewise, we inform you that, on occasions, particular conditions may be established for the use in the Website of specific contents and / or services. The use of said content or services will imply acceptance of them.

2.2. Intellectual and industrial property

The User acknowledges and accepts that all the contents shown on the Website and especially, designs, texts, images, logos, icons, buttons, *software*, as well as the rest of the signs susceptible of industrial use and / or commercial are subject to Intellectual Property rights, belonging to Afi, the Entities or, where appropriate, third parties. For all these reasons, the User undertakes not to reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, holding Afi and / or the Entities harmless from any claim arising from the breach of such obligations.

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Neither the present conditions of the Website, nor access to the Website, implies any type of waiver, license or total or partial transfer of said rights of use, alteration, exploitation, reproduction, distribution or public communication, whether they correspond to the Website itself or its contents, unless otherwise expressly indicated and accepted in writing.

The contents, whether texts, designs, logos, images, *software*, source codes or any form or intellectual creation that conforms to this Website, as well as it as a whole, as a multimedia artistic work, are copyrights protected by property regulations intellectual. The content provided on the Website may not be reproduced in whole or in part, or transmitted, in any way, unless you have the prior and unequivocal authorization, in writing, from Afi and the Entities.

Likewise, it is forbidden to suppress, evade or manipulate *copyright*, or protection mechanisms of information that may contain the contents. The User undertakes to respect the aforementioned rights, reserving both Afi and the Entities the exercise of whatever means or legal actions correspond to them in defense of their legitimate rights.

The unauthorized use of the information contained in the Website, its resale, as well as the infringement of intellectual or industrial property rights will give rise to the legally established responsibilities.

2.3. Modifications and updates

Afi and / or the Entities reserve the right to carry out, at any time and without the need for prior notice, modifications and updates to the information contained in the Website, its configuration and presentation, and the access conditions.

2.4. Responsibilities of Afi and / or the Entities

Neither Afi nor the Entities do not guarantee the absence of interruptions or errors in accessing the Website or its content. Afi will carry out, as long as there are no causes that make it impossible or difficult to execute, and as soon as it has news of errors, disconnections or lack of updating in the contents, all those tasks aimed at correcting errors, reestablishing communication and update the contents. Both access to the Website and the non-consensual use that may be made of the information contained therein is the sole responsibility of the person who performs it. Neither Afi nor the Entities will be liable for any consequence, damage or harm that may arise from said access or use.

Neither Afi nor the Entities are responsible for any security errors that may occur or for any damage that may be caused to the user's computer system (*hardware* and *software*), or to the files or documents stored therein, as a consequence of the presence of a virus in the User's computer that is used to connect to the services and contents of the Website, of a malfunction of the browser, and of the use of non-updated versions of the same.

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Likewise, neither Afi nor the Entities assume any responsibility derived from the contents linked from the Website, as long as they are unrelated to it, nor does it guarantee the absence of viruses or other elements in them that may cause alterations in the computer system (*hardware* and *software*), in the documents to the user's files, excluding any responsibility for damages of any kind caused to the User for this reason.

In the event that any user considers that the content or services provided by the linked pages are illegal or damage goods or rights of the User himself or a third party, he must notify it at the following address: info@finresp.es and, in particular, those that consist of:

- a) Activities or content that may be considered criminal under Spanish criminal law.
- b) Activities or content that violate intellectual or industrial property rights.
- c) Activities or contents that endanger public order, criminal investigation, public security and national defense.
- d) Activities or contents that endanger the protection of public health, respect for the dignity of the person and the principle of non-discrimination, and the protection of health and childhood.

Afi is solely and exclusively responsible for eliminating, as quickly as possible, the contents that may generate such damages, once they are communicated through the appropriate channels. In particular, neither Afi nor the Entities will not be responsible for any damages that may arise from:

- a) Interferences, interruptions, failures, breakdowns, or any other anomaly in the operation of the electronic system, motivated by any cause beyond the control of the company.
- b) Illegitimate interference through the use of malicious programs of any kind, such as computer viruses or any other.
- c) Improper or inappropriate abuse of the Website.
- d) Security or navigation errors produced by a malfunction of the browser, whether it is up to date, or it is not updated versions of it.

Neither Afi nor the Entities will be liable in all cases in the event of inability to provide service, if this is due to prolonged interruptions of the electricity supply, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all cases of force majeure or unforeseen circumstances. Both Afi and the Entities exclude any liability for damages of any kind that may be due to the misuse of the services freely available and used by the Users of the Website.

The User will hold Afi and the Entities harmless against any damages arising from claims, actions or demands of third parties as a result of their access to or use of the Website.

In general, the content and services offered on the Website are purely informative. Therefore, when offering them, no guarantee or declaration is granted in relation to the contents and services offered on the Website, in the terms indicated in the *Legal Notice* of Website

2.5. Obligations and responsibilities of the Website

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User The User undertakes to make proper and lawful use of the Website and the content and services it contains, complying with the applicable regulations and with these conditions. Likewise, the User will be responsible for any false or inaccurate statements made, as well as the damages caused to Afi and / or the Entities or third parties due to the information provided.

In particular, the User must refrain from:

- Making unauthorized or fraudulent use of the Website and / or its contents for illegal or prohibited purposes in these conditions, or that are harmful to the rights of third parties.
- Accessing or attempting to access restricted resources or areas of the Website, causing damage to the Website's systems, its suppliers or third parties and attempting to access, use or manipulate the data of Afi, the Entities and / or third parties.
- Introducing or spreading computer viruses, programs or computer or physical elements that are likely to cause damage to the systems of the company, suppliers or third parties.
- Reproduce or copy, distribute, make any public communication, transform or modify the contents, without the mandatory authorization of the owner of the corresponding rights, provided that it is legally permitted.
- Delete, hide or manipulate the indications on intellectual or industrial property rights or any identifying symbol of the rights of the company or third parties incorporated into the content, *copyright* and other technical protection devices that may be inserted in the content.
- Obtain and try to obtain the contents using means or procedures other than those that have been provided for such purposes and expressly on the Website.
- Transmit, disseminate or make available to third parties information, data, content, graphics, drawings, sound or image files, *software* and, in general, any content that:
 - In any way, is contrary to or violates fundamental rights and freedoms constitutionally recognized public authorities, in the International Treaties and in the rest of the current legislation.
 - Induce, or promote criminal, denigrating, defamatory actions, in general, contrary to the law, morals, good customs or public order.
 - Induce or promote discriminatory actions, attitudes or thoughts based on sex, race, religion, beliefs, age or condition.
 - Incorporate, make available or allow access to products, elements, messages or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and generally accepted good customs or public order.

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- It is protected by the legislation on intellectual or industrial protection belonging to the Entities or to third parties without the intended use having been authorized.
- It is contrary to honor, personal and family privacy or people's own image.
- Include any type of virus or program that prevents the normal functioning of the Website.

2.6. Jurisdiction

These conditions, as well as the use of the Website, will be governed by Spanish legislation. For the resolution of any controversy that may arise from the access or use of the Website, Afi, the Entities and the User submit to the courts and tribunals of Madrid, expressly waiving any other jurisdiction.

In the event that any stipulation of these conditions turns out to be invalid or null by virtue of the applicable legislation or as a consequence of a judicial or administrative resolution, it will not have as a consequence that these conditions are unenforceable or null as a whole. In such cases, such a condition shall be deemed not to be established.

Last update: January 22, 2020.