**Alamedo, SL - Terms of use of the website content**

1. **Acceptance of conditions**

1.1 All services provided to you by Alamedo, SL (hereinafter "Alamedo") are subject to the Terms of Use of the Website Content (hereinafter "Terms"). Read the Terms carefully before using the websites of Alamedo, as indicated below (hereinafter, "Website"), in any way. By using the Website, you agree to all the terms and conditions set forth in the Terms given. If you do not agree to the terms and conditions set forth herein, do not use or access the Website under any circumstances.

1.2 The agreement given on the terms of use of the content of the website is concluded between Alamedo and you as an individual or single business entity (hereinafter "you"). If you use this website on behalf of your employer, you confirm that you are authorized to comply with these terms on behalf of your employer.

Alamedo provides you with access to various resources, including the creation and use of a personal account, technical support services and information about its software products (hereinafter collectively referred to as "Services"). These Terms shall govern your use of any new features that augment or enhance the Services currently provided, including the launch of new Alamedo Services. In addition to the Terms and unless otherwise stated, all purchases you make through the Website shall be governed by the Alamedo End User License Agreement, unless you have entered into any other written purchase or license agreement with Alamedo for any specific software product, in which case that specific purchase shall be governed by that separate purchase or license agreement. In the event of any disagreement or conflict over: (a) these Terms, and (b) the Alamedo End User License Agreement or any other applicable purchase or license agreement, the latter document shall prevail.

1. **Your obligations**

2.1 With respect to your use of the Services, you agree to be solely responsible for (a) providing true, accurate, current and complete information about you as prompted by the Service's registration form ("Registration Data"), and (b) maintaining and promptly updating Your Registration Data to keep it true, accurate, current and complete. You acknowledge and agree that some Services may provide password-restricted access to protect customer information. By using this website and/or registering on this website to obtain the Services, you agree to be solely responsible for keeping your password safe and secure. You agree to be solely responsible for any unauthorized use of the content of this website and/or the Services provided. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Alamedo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Alamedo may block or delete your account and thus not allow you to use some or all specific services.

1. **Confidentiality of information**

By obtaining access to the services provided, you agree to comply with the following confidentiality provisions:

3.1 You acknowledge that by using the Website you may obtain direct access to certain confidential information of Alamedo (hereinafter referred to as "Information"; any such information will be clearly marked as confidential), which may not be disclosed to any third party without the prior written permission of Alamedo. You agree to keep this Information in strict confidence, not to disclose, copy, reproduce or transfer it to third parties or use it in any other way for purposes not specified in the Conditions given. You may use the information published on the website only for the purchase of products and services from Alamedo, as well as to obtain maintenance or support services for products purchased from Alamedo. All rights to the Information remain with Alamedo and/or its suppliers (hereinafter referred to as "Suppliers") only. You agree, either as an individual or on behalf of your employer, to comply with all provisions set forth in this Section 3. In addition, if you act on behalf of your employer, your employer agrees to indemnify you for violation of the provisions set forth in this Section 3.

You agree and acknowledge that you do not acquire any rights to the Information other than the limited right to use it as described above.

3.2 The given Conditions shall not impose any obligation on you with respect to the Information to the extent that you can provide respective legally sufficient evidence that (a) you already knew this Information before receiving it from Alamedo without obligation to maintain its confidentiality; (b) the Information is or became publicly known as a result of any act or omission on your part, or other acts that do not violate any of the given Conditions; (c) you obtained this Information from a third party who had the right to disclose it and who had no obligation to maintain the confidentiality of such Information; (d) you have disclosed the information at the request of the court or any other government agency, or in order to establish the limits of the rights of some of the parties involved, and that this information has been disclosed only after the respective prior notice to Alamedo, and that Alamedo has had the opportunity to object to such disclosure.

1. **Your conduct**

4.1 You agree and acknowledge that all information, data, text, messages or other materials (hereinafter referred to as "Content"), whether posted or transmitted privately, shall be the sole responsibility of the person from whom such Content has been obtained. This means that you, and not Alamedo, shall be solely responsible for all Content that you upload, post or otherwise transmit through the Website (hereinafter referred to as "User Content"), and its validity, legitimacy, integrity, enforceability and copyright compliance. Alamedo not control any User Content posted through the Website and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

4.2. You acknowledge and agree that Alamedo has no obligation and does not control any User Content created, provided or uploaded to the Website. Alamedo reserves the right (but not the obligation) to edit or remove any User Content determined to be harmful, offensive or in violation of any of these Terms. Alamedo may also remove any User Content that contains commercial advertisements of third parties, or that includes any personal information about third parties. Violation of these restrictions (hereinafter referred to as "Restrictions") may also result in termination or suspension of your account. These Restrictions shall apply to any and all User Content provided through the Website, including e-mail messages, newsgroup postings, chats, and personal or commercial web pages.

4.3 You agree not to post or store on the Website any User Content that violates or infringes anyone's intellectual property rights (including copyrights, trademarks, trade secrets, patents, rights of publicity or confidential ideas) or that is obscene, obscene as to minors, pornographic, defamatory, racist, lewd, filthy, excessively violent, harassing or otherwise objectionable.

4.4 You agree not to use the Website in any way for spamming or transmitting chain letters, sending junk e-mail or mass communications. You agree not to use the domain name of Alamedo as a return email address to transmit any information obtained from any other resource or through the use of any other service. You may not impersonate another person or impersonate someone else when using the website.

4.5 You agree NOT to use any content of the Website for illegal activities that have not been mentioned above. You further agree NOT to use the Website to:

(a) impersonate any person or entity, including, but not limited to, any employee of Alamedo, post any false statement or any other information, which may mislead the public as to your affiliation with this person or entity

(b) forge any header or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website or develop any hidden page or image (not linked to the Website from other accessible pages)

(c) upload, post or otherwise transmit any Content that you do not have a right to disclose to the public under any legal right or any right secured by any respective contractual or fiduciary relationship (such as inside information, proprietary or confidential information learned or disclosed as part of an employment agreement or non-disclosure agreement)

(d) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or any telecommunication equipment

(e) disrupt the normal flow of dialogue, cause the screen to scroll faster than other users of the web site can type, or otherwise act in any manner that adversely affects the ability of other users to exchange information online

(f) violate, intentionally or unintentionally, any applicable regional, federal and international law, as well as any other legally valid regulations

(g) collect or store personal data of other users.

1. **User content, ownership, rights and liability**

5.1 Alamedo does not claim ownership of any User Content that You or other users post, upload, submit or otherwise provide to the Website. By submitting any User Content to Alamedo for publication on the Website, you grant Alamedo and all other users of the Websites a worldwide, royalty-free, non-exclusive license to reproduce, modify, distribute, transmit, display, perform, adapt and publish this User Content (including publication in digital form).

5.2 Unless explicitly stated otherwise in these Terms, all User Content published on the Web Site is considered provided on a non-confidential basis. In any case, Alamedo is not responsible for the validity of such User Content.

1. **Spam mail**

6.1 You agree that sending spam messages or any other unsolicited messages in violation of these Terms will result in irreparable damage to Alamedo, as well as that Alamedo is entitled to legal protection with respect to the transfer of such spam messages or any other unsolicited messages. Alamedo reserves the right to block, filter or delete such unsolicited e-mail messages.

1. **Indemnification**

7.1 You agree to indemnify and hold Alamedo and its subsidiaries, affiliates, officers, agents, co-branders, alliance members, or other partners, and employees harmless from any claim or demand (including reasonable attorneys' fees), made by any third party due to or arising out of your User Content, your use of the Services, including any use by your employees, your connection to the Services, your violation of the Terms, or your violation of the rights of any third-party.

1. **Notifications, modification and termination of services**

8.1 Alamedo may inform you about changes to the Terms or any other provision by posting the respective notices or links to such notices. Alamedo reserves the right, at any time and from time to time, to modify or discontinue temporarily or permanently the provision of any service (or any part thereof) with or without public notice thereof. Alamedo may make any changes to the Alamedo online store, including information about its products, services, programs and prices, at any time and without notice.

1. **Advertisements and promotions**

9.1 Alamedo may publish on its website any advertising and promotional materials obtained from third parties. Any correspondence or business dealings with or participation in any promotional activities of third parties whose advertising materials are placed on the Alamedo website, including information about payment and delivery of any related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be discussed and agreed between you and such third-party advertisers only. Alamedo shall not be liable for any loss or damage of any kind incurred as the result of such dealings or as the result of the presence of such non-Alamedo advertisers on the Website.

1. **Links**

10.1 The Alamedo website and third-party information resources may provide links to other websites or Internet resources. Because Alamedo has no control over such websites and resources, you acknowledge and agree that Alamedo shall not be responsible for the availability of such external websites or resources, and shall not endorse or be responsible or liable for any content, advertising, products or other materials on or available from such websites or resources. Alamedo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third-party content, goods or services available on or through any such website or resource.

1. **Intellectual property rights**

11.1 You may use the software and services of Alamedo only in accordance with the applicable contract or license agreement governing the use of such software or service. You may use the Services only for a fixed time, a fixed number of times, by a fixed number of people or otherwise in accordance with any other terms specified in the applicable contract or license agreement. The Services, including updates, upgrades, new version releases, support, maintenance, enhancement or redesign of the Software or licensed Services may be used only (а) on systems for which such Software or Services have been specifically licensed; and (b) based on the terms of the applicable license agreement and the warranty specified for the original Software product or Service.

11.2 In terms of this document, the trademarks of Alamedo (hereinafter referred to as "Trademarks") mean all names, trademarks, brands, logos, samples, packaging and any other symbol, which Alamedo uses in connection with its Software products or Services. You may not remove or modify any of Alamedo's trademarks and agree and acknowledge Alamedo's rights in any and all of Alamedo's trademarks. You agree not to combine any of Alamedo's trademarks with any of its trademarks, service marks, company names, Internet addresses, domains or any other such symbols.

11.3 Alamedo is committed to respect the intellectual property rights of others and asks its users to do the same. Alamedo may, at any time and at its sole discretion, delete any account or terminate access to its Website and Services for users who violate any intellectual property rights of third parties. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact our copyright agent at support@alamedo.biz.

11.4 All content published on this website (except User Content) is provided by or to Alamedo by their respective manufacturers, authors, developers and vendors (hereinafter referred to as "Third Party Providers") and is the copyrighted work of Alamedo and / or Third Party Providers. Except as stated herein, no part of the Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Alamedo or the third-Party Provider. No part of the Website, including logos, graphics, sounds or images, may be reproduced or retransmitted in any form, or by any means, without the prior written permission of Alamedo. Nor may, without the written permission of Alamedo, "mirror" any content posted on this website on any other server.

11.5 Nothing in the Terms given shall be construed as granting a license under any of the intellectual property rights of Alamedo or any third-party provider, whether by estoppel, implication or otherwise. You acknowledge to be solely responsible for any unauthorized obtaining and/or use of such licenses.

11.6 You are granted permission to display, copy and download Content from the Website provided that (1) such Content is marked with Alamedo's respective copyright notice (whether proprietary or not), (2) such Content is used solely for personal, non-commercial and informational purposes and is not copied or posted on any networked computer or broadcast in any media, unless explicitly permitted by a valid license agreement covering such materials, and (3) no modifications are made to any of the Content. This permission terminates automatically without notice if You breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and/or printed Content.

11.7 The Third-Party Content or any User Content has not been independently authenticated in whole or in part by Alamedo. Alamedo does not provide, sell, license or rent any Content other than Content specifically identified as provided by Alamedo.

1. **Disclaimer of warranties**

12.1 Your use of the Services and any Software is at your own risk. The Software, Services and Information are provided on an "as is" and "as available" basis. The content of the website is provided "as is" and "with all faults". Alamedo disclaims all express or implied conditions, representations and warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement. Alamedo makes no representations, warranties, conditions or guarantees as to the quality, suitability, truthfulness, accuracy or completeness of any of the content posted on the website. Alamedo may allow users to download from its Website any Content provided by third parties. Any questions regarding such Content should be directed to the respective Third-Party Providers. In no event shall Alamedo be responsible for the accuracy or completeness of the Content or Information obtained from Third Party Providers and published on the Website.

12.2 Alamedo does not warrant or condition that: (i) any Service will meet your needs, (ii) any Service or Website will be uninterrupted, timely provided, secure or error-free, (iii) any results that may be obtained from the use of any Website or Service are accurate or reliable, (iv) the quality of any Website, Service, Information or other material purchased or obtained by you through the Website will meet your expectations.

12.3 Downloading from the Website or obtaining any materials found on the Website is done at Your own discretion and risk and You are solely responsible for any damage done to Your computer system or loss of data that results from the download of any such materials, including damage caused by computer viruses.

12.4 No recommendation or other information, whether oral or written, obtained by you from Alamedo or through the use of the website shall create any warranty or condition not expressly stated in the Terms given. Alamedo employees are not authorized to modify these Terms.

1. **Limitations of liability**

13. 1 To the extent not prohibited by applicable law, Alamedo is not liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, revenue, goodwill, use, data, orders transmitted electronically or other economic advantage (even if Alamedo has been advised of the possibility of such damages), regardless of the cause and theory of liability, whether in contract (including fundamental breach), tort (including negligence) or otherwise arising out of or relating to: (i) the use or inability to use the Websites or the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, Software, Information or Services purchased or obtained, messages received or transactions entered into (iii) unauthorized access to or alteration of your personal data; (iv) the statements or conduct of any third party with respect to any Services or posted on the Website; or (v) any other matter relating to the Websites or the Services, including Content that you may download, use, modify or distribute through the Website.

13.2 You agree to be solely responsible for the proper protection and backup of data and / or equipment used in connection with the Website and not to make any claim against Alamedo for any loss of data, re-execution time, inaccurate results, delays in work or loss of profits resulting from your use of the Content.

13.3 You agree to hold Alamedo harmless from, and You confirm not to sue Alamedo for any claim based on your use of the Website, whether in contract (including fundamental breach), tort (including negligence) or otherwise. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

1. **General information**

14.1 The Terms constitute the entire agreement between you and Alamedo and govern your use of the Services or Websites, superseding any prior agreements between you and Alamedo (including, but not limited to any prior version of the Terms). You may also be subject to additional terms and conditions that may apply when you use other Alamedo services, third-party content or third-party software. You may not assign or otherwise transfer the Terms or any rights granted hereunder. Sections 3, 4, 10, 11, 12, 13 and 14 shall survive termination of the Terms.

14.2 The laws of the applicable international law shall govern any action relating to the Content of the Website and these Conditions.

14.3 Alamedo controls and maintains this Website from its headquarters located in Andorra and makes no representation that this content is appropriate or available for use in other locations. If you access this website from other locations, you are solely responsible for compliance with any applicable local laws, including but not limited to export and import regulations applied in other countries.

14.4 This website may include inaccuracies or typographical errors. Alamedo and third-party providers may make improvements and/or changes in the products, services, programs and prices offered on this website at any time without notice. Corresponding changes may also be made periodically on the website. Alamedo may modify these conditions at any time by posting the modified conditions on the website. The revised Conditions shall enter into force immediately after the publication of the modified version. You agree that your express acceptance, or your continued use of the website after the publication of the revised Terms shall constitute your full acceptance of the Terms.

14.5 The fact that Alamedo not exercise or enforce any right or provision of the Terms does not constitute a waiver of such rights or provisions. If any court of competent jurisdiction finds any provision of the Terms invalid, the parties agree, however, that the court should seek to give effect to the intentions of the parties as reflected in the provision, and the other provisions of the Terms remain in full force and effect. The section headings used in the Conditions are for convenience only and have no legal or contractual effect.

1. **Alamedo Websites**

<http://www.alamedo.biz>

<https://queydonde.alamedo.biz>