

LEGAL NOTICE THEQVD.COM

1. OWNERSHIP

The webpage you have accessed under the domain name www.theqvd.com is held by QINDEL FORMACIÓN Y SERVICIOS, S.L. (henceforth, QINDEL) located at c/ Príncipe de Vergara 204, 1º B, 28002 Madrid, email info@qindel.com and corporate tax I.D. Number B-82005687, recorded at the Mercantile Registry of Madrid in volume 13097, section 8 of the Corporate Ledger, Folio 9, sheet 211695.

2. DEFINITIONS

Client(s): Is the natural or legal person(s) that request(s) the Product *Quality Virtual Desktop* (henceforth, QVD or the Product), registering in www.theqvd.com to this end. The client will be affected by all the obligations contained in this Legal Notice, apart from the General Contracting Conditions, and if appropriate, Particular Conditions that will have to be subscribed to contract the Product.

User: is the person who navigates the www.theqvd.com without contracting the Product. The user(s) is/are obliged to respect the conditions expressly set in the Legal Notice for them while navigating.

3. OBJECT

QINDEL informs that the access and use of this webpage and all the subdomains and directories included under such heading (hereinafter, jointly referred to, as the "Portal") as well as the Product that you can obtain through that page, are subjected to the terms that are stipulated in this Legal Notice, without prejudice that the access to the Product could require the acceptance of the General Terms and/or additional Particular Conditions.

Therefore, if the terms stipulated in this Legal Notice are not of your conformity, we beg you not to use the Portal, since any use of the same or the contracting of the Product will imply the acceptance of the legal terms contained in this text.

The purpose of the Portal is to promote the solution of the virtualization of desktops QVD, so the information contained in it, except otherwise expressed, is to such effects promotional or commercial.

4. MODIFICATION OF THE LEGAL NOTICE

The terms and conditions that are contained in this Legal Notice can vary, so you are invited to review these terms when you visit again www.theqvd.com or request the product, being always applicable the last version of the same. Thus, when the Legal Notice is modified, it will be announced in www.theqvd.com with, at least, seven natural days ahead to the entry into force of the new Legal Notice.

When your consent, permission or expressed knowledge of the modifications of the Legal Notice is needed, a notification will be inserted when accessing to the www.theqvd.com. Without the acceptance/refusal of the content of this notification, it will not be possible to use the affected functionality or all of them, if the notification was applicable to all of them, or to a specific contracting.

With a view to the User or Client being able to know which the last version of the Legal Notice is, either in the opening or at the end of the same, the date of the last modification done will be established.

5. APPLICABLE CONDITIONS TO THE CONTRACTING OF THE PRODUCT

To know the applicable commercial conditions of the Product that Qindel provides, please, access the General Contracting Conditions.

6. LINKS OR HYPERLINKS

QINDEL will be able to facilitate access to other webpages that we consider they could be interesting for the Clients and Users. The purpose of those links is only to facilitate to search for the resources that may be interesting through the Internet, without being understood as an invitation or suggestion to visit.

However, those pages may belong to third parties so, in this case, QINDEL does not make a revision of their contents and, therefore, it is not responsible for these, for the functioning of the linked webpage, for its content or appearances or the possible damage that may be caused by the access or use of the same.

The inclusion of links in www.theqvd.com does not imply a collaborative or sponsorship relationship with that webpage, so QINDEL denies responsibility for the actions of third parties. This Legal Notice does not cover the services that the third parties provide; consequently the User or Client must subscribe a contract with these third parties to be provided services.

From other webpages, some links to www.theqvd.com may be established. QINDEL does not review or control which third parties establish those links to their webpages, nor review their contents. The inclusion of links to www.theqvd.com in webpages of third parties does not imply that there is a collaborative or sponsorship relationship with this webpage, so QINDEL denies responsibility for the actions of third parties. Equally, the Legal Notice does not cover the services that the third parties provide.

In any case, QINDEL puts at the disposal of Users and Clients the address info@theqvd.com so that they may communicate their complaints or suggestions in relation to the suitability, adaptation or belonging of the links to/from webpages of third parties. In the case of understanding that the complaint or suggestion has a reason, QINDEL will proceed to abolish or request the abolition of the link, without any implication of responsibility or right to compensation for QINDEL, by the Users or Clients.

7. FRAMES

QINDEL expressly forbids the creation of frames or the use by third parties of any other

mechanisms that alter the design, original configuration or contents of the Portal.

8. PUBLICITY

Such publicity for QINDEL or advertising third party companies that we may consider to be of interest to you shall be inserted in the Portal.

However, QINDEL wishes to inform you that, by means of cookies, it may be possible for advertisers and providers to obtain information about you, your use of the services and your movements across the net. Due to the fact that QINDEL has no link to the use that such advertising companies may make of such information, QINDEL is not responsible for the collection of information by such companies.

9. DATA PROTECTION

QINDEL reveals respect and awards determined importance to their Users and Clients data protection. QINDEL will conscientiously respect the decision of them about the use and dissemination of their data, being these decisions under their responsibility.

QINDEL complies with the Act 15/1999, regarding personal data protection, and any other current regulations on the subject, and maintains a Privacy Policy, to which the User has access at any time. This Privacy Policy describes the use that QINDEL makes of personal data and informs the User in detail of the main circumstances of such use, as well as the security measures that are applied to your details in order to prevent access of such details by unauthorized third parties.

10. MODIFICATIONS OF THE CONTENTS AND DESIGN

QINDEL reserves the right to make changes in www.theqvd.com without previous notice, in order to update, check, modify, add or eliminate the contents in www.theqvd.com or its design. The contents in www.theqvd.com will be periodically updated. Since the update is not immediate, we suggest you to always check the validity and accuracy of the information contained in the webpage.

11. RESPONSABILITIES OF THE USERS

The User promises to use www.theqvd.com in accordance with the terms expressed in this Legal Notice and the mere use of such services will imply acceptance of such terms for the Users or Clients.

Any User or Client that acts against the image, good name or reputation of QINDEL or that cause damage to it, to the webpage or to any of its Clients, will be liable to QINDEL of the action, without prejudice to any other liabilities that could be applied.

Any User or Client that illicitly or fraudulently uses the designs, logos, intellectual property rights, software or contents of QINDEL, will be equally liable.

12. LIMITATION OF LIABILITIES

Incorrect use of the Portal: QINDEL cannot control the use of the webpage in a manner different to that described in this Legal Notice; therefore access to www.theqvd.com and correct use of the information contained in it are the responsibility of the person carrying out such actions, thus freeing QINDEL from any liability for any incorrect, illicit or negligent use as may be made by the User.

Use of the contents: QINDEL provides all of the contents of www.theqvd.com in good faith and will do its utmost to ensure that such contents are permanently updated and current; however, QINDEL cannot assume any responsibility in relation to action, mistakes or validity of the contents. Likewise, QINDEL will not be able to take responsibility of the use or access made by Users outside the field at which www.theqvd.com is aimed.

Failures in the webpage: The software that the webpage supports is provided "as is", thus QINDEL cannot guarantee that there will not be failures or mistakes in the same. QINDEL will not be liable for such failures or mistakes, but will use all the available means to correct or offset such failures and/or mistakes once they are detected or notified by third parties.

Technological Failure: QINDEL has concluded all necessary contracts for the continuity of its webpage and will do its utmost to ensure that the webpage does not suffer interruptions, but cannot guarantee the absence of technological failures, or permanent unavailability of www.theqvd.com, and as a consequence, QINDEL does not assume any liability for damages and injuries that may be generated as a lack of availability and for access failure caused by disconnections, faults, surcharges or internet crashes that are not attributable to QINDEL.

Modification/Elimination of the Product: The User or Client will not be able to complaint to QINDEL because of the elimination or modification of the Product when, because of internal issues, this society decides to modify or not to continue with any or all of the Products.

13. INTELLECTUAL PROPERTY

The Portal, as well as all its content, software, design, documentation and/or information contained in the same are protected by the intellectual property rights by QINDEL or third parties companies with which some contracts have been subscribed. The Client or User will not commit or let any action or omission that could affect the intellectual property rights of QINDEL or of the third parties in relation to the design, content, software, documentation and/or information and will notify to QINDEL any possible infringement of its rights as soon as he takes cognisance of the same, being QINDEL or the third parties affected the only beneficiaries of the possible compensations that are provided under any type of proceeding.

The Client or User may not reverse engineer, decompile, nor disassemble all or a part of the software that www.theqvd.com supports, being strictly forbidden any type of access to the source code as long as it has not being previously authorised by QINDEL.

The Client or User will refrain himself from deleting, modifying or altering in any form the indications of intellectual property right in favour of QINDEL that appear in www.theqvd.com, its contents, information, documentation, Products or in the software that supports it.

The use of the software, information, documentation and/or contents made by QINDEL or by third parties inside a contractual relationship with them will only be permitted with the extends and limits in this Legal Notice.

QINDEL demonstrates its respect for the intellectual property rights of third parties; however, if you consider that this site may be violating your rights we request that you contact QINDEL at the following e-mail address: info@theqvd.com.

14. INDUSTRIAL PROPERTY

The Client or User will not use any commercial brand, logo or commercial name of QINDEL without the explicit previous consent of it. The Client or User recognise that his/her use of www.theqvd.com or the Product does not provide him/her with any right over the commercial brands or any other industrial property rights of QINDEL.

The Client or User will refrain himself from deleting, modifying or altering in any form the indications of intellectual property rights in favour of QINDEL that appear in www.theqvd.com, in the software that supports it or, in its case, the Product, among others, the name, logo or brand that identifies this entity and that is provided in any other media.

15. APPLICABLE LAW AND JURISDICTION

The Users or Clients are subjected to the current Spanish laws.

In those cases in which the User or client does not have the condition of consumer, or lives outside Spain, QINDEL and the User or Client will be subject to the Courts and Tribunals of Madrid, by specifically renouncing any other rights that they may be entitled to. In the case of the User or Client being a Spanish consumer, QINDEL and the User or Client will be subject to the Courts and Tribunals corresponding to the place of residence of the User or Client.

16. LAST MODIFICATION

Last modification of the Legal Notice: September, 2016.