

GENERAL CONTRACTUAL CONDITIONS

1. Parties

These General Contractual Conditions bind us, Axis Audiovisual Research, S.L. (hereinafter, Axis), as owner of the Platform that enables to access to an audiovisual database of videos and photographs organized by different categories, and you, as Contracting Party, understood as any user that has freely and voluntarily accessed the Platform and has registered in it by following the register process, which include the acceptance of these General Contractual Conditions.

Please write us to [\[legal@axis-adlinks.com\]](mailto:legal@axis-adlinks.com) if you have any request or query.

2. Subject

These Terms regulate the hiring of our services, in any of the existing modalities: free demo or paying modalities (basic or advanced option). Likewise, this document contains information related to relevant issues in respect of the services, such as payments, cancellations or obligations of the parties.

You acknowledge that the contents of the Platform are offered by third parties, acting Axis as a mere intermediary. Therefore, the use of such contents should be done in respect of the terms and conditions that regulate the use of the aforementioned contents.

3. Acceptance of these Terms

Before registering in the Platform, you should carefully read these General Contractual Conditions, as well as any other terms that may apply. You shall expressly accept these General Contractual Conditions by clicking the corresponding checkbox before referring the contracting form.

By accepting these General Contractual Conditions, you allow us to send you electronic invoices by email to the electronic address you have provided us with. You may withdraw this consent at any time by sending us an email to the following email address: [\[legal@axis-adlinks.com\]](mailto:legal@axis-adlinks.com). Henceforth, we will send you the corresponding invoices by postal mail.

4. Registration in the Platform

For the enjoyment of the services offered within the Platform it is necessary to be registered in it. To register in the Platform it is necessary to be of legal age, according to the Spanish law, or to be empowered enough to register on behalf of an entity.

To fulfill the registration we need you to provide us with a name, an email address and a password, which shall be stored properly. This information is personal and non-transmissible data. In the event of loss or theft of the password or in the event that you believe someone has unduly accessed your account, you shall immediately notify us by sending an email to the following address: [\[info@axis-adlinks.com\]](mailto:info@axis-adlinks.com).

To complete the registration it is required to fulfil the registering form, to send it, and to complete the rest of the process as displayed, including the acceptance of the Privacy Policy and these Terms of Use.

4.1. Registered User obligations

As a Registered User, in addition to comply with the aforementioned requirements, you expressly agree to the following:

- a. You shall not create more than one user account in the Platform. You will not provide any false personal information or create an account for anyone other than yourself.
- b. You shall not use or attempt to use any other users' account without permission.
- c. You shall be the sole responsible for all the activities carried out from your Registered User's Account. Keep it constantly updated.
- d. You shall keep your access data confidential. You shall be liable for any damage caused to yourself or third parties due to your breach of this obligation.
- e. You shall be the sole responsible for the damages suffered by third parties as a consequence of your breach of these Terms or any other terms that may apply to you. E.g. the General Terms of use.
- f. You shall be responsible for being empowered enough to act on behalf of an entity.

You shall comply with any other terms or conditions that may apply to you.

4.2. Modification and cancellation of the Registered User's account

You may modify your personal data through the Platform at any time by means of the specific functions therein. You may also cancel your Registered User's account.

4.3. Right to exclusion

You have to be aware that Axis expressly reserves the right to block or eliminate your user account from the Platform when the breach of obligations expressed here or any conditions applicable to you are particularly serious or recurring in nature.

5. Contract modalities

The Platform offers a variety of contract modalities so that you can choose the one you need at each time. For contracting any of them it is required to accept these General Contractual Conditions but only basic and advanced modalities involve payments.

5.1. Trial period or free demo

We offer you free access to the services within the Platform, so that you can try them, for a trial period of thirty days (this period shall start to run from the time of acceptance of these General Contractual Conditions). You shall have full access to the services within the Platform and to all the tools and utilities therein.

After this period of thirty days, you may choose to hire our annual service (basic or advanced option). Otherwise, your subscription shall expire and you won't be able to access.

5.2. Payment modalities

If, after the free demo, you are satisfied with the services, you may want to hire them in its basic or advanced modality, against payment of its price, according to the fees published in the Platform. The duration of both modalities is twelve months from the last day of the free demo.

We will need you to provide us with your bank details in order to manage the payments. Payments are made annually (from the date of the first payment), and shall be charged automatically unless indicated otherwise by the Contracting Party, as stated in the "Modifications and Cancellations" clause.

You may want to change the modality hired at any time. You just need to let us know by following the steps described in the “Modifications and Cancellations” clause.

5.3. Particular terms of the offers

Every modality offered in the Platform, including basic and advanced options, is different from each other and they have particular characteristics and features (price, dates, services included, etc.), which are not reflected in these General Contractual Conditions. Such characteristics include, among others, the specific and necessary information for the enjoyment of the services, validity periods, features, limitations, requirements, technical, physical or legal warnings, etc. By accepting these Conditions you acknowledge to have been informed about such particular terms and to understand them. Such terms shall be considered, among others, as particular terms.

That is why you should carefully read the aforementioned particular terms, which shall be displayed during the contracting process and which shall be considered accepted along with these General Contractual Conditions, by clicking the corresponding checkbox.

6. Price policy

All the fees published in the Platform are shown in euros, include VAT and/or any other applicable tax and refer to a twelve-month period service. Such fees shall be paid at the date of the agreement.

Axis reserves the right to modify such fees annually, informing you at least one month before. If, after such period of time, you keep using the service, we will conclude that you have tacitly accept such changes.

7. Obligations of the Contracting party

It is necessary to be of legal age (according to the Spanish Law) to hire through the Platform. As a Contracting Party, by accepting these General Contractual Conditions you declare to be of legal age and to have sufficient capacity to be able to contract.

As a Contracting Party, you agree to the following:

- a. To pay the price of the services hired, on the time specified for it.
- b. To personally respond for the truthfulness of the personal data provided, as well as for its accuracy and reality.
- c. To assume any responsibility for not complying with the requirements to contract any service, including not being of legal age, not being the holder of the card with which payments are done, etc.
- c. To comply with any other obligation foreseen in these General Contractual Conditions.

As a Contracting Party, you should be aware that the contents available on the Platform are owned by third parties. Your use of such contents must respect the terms and conditions such parties may impose; especially, its intellectual property rights. In any case, due to your use of the Platform you agree:

- a. To use it diligently, correctly and legally, always in respect of the applicable law (particularly in relation to data protection, and intellectual property), morality and food customs, as well as public order.
- b. To refrain yourself from reproducing, distributing, publicly communicating (including to make available), transforming or exploiting in any other way the contents published in the Platform, unless you have exclusive right-holder's prior written consent or it is otherwise allowed.
- c. To refrain yourself from using the Platform for purposes different from the purposes for which it is intended and that may cause Axis or any right holder any kind of damage or prejudice.
- d. To assume full responsibility for the breach of these terms.

8. Right of withdrawal

You have the right to withdraw from this contract for any reason and without penalty within 14 days from the contracting date (in this case, from the acceptance of these General Contractual Conditions) as long as you have not yet signed in the Platform and started enjoying the services.

However, as we want to go beyond, we offer you the possibility to try our services, as they are, thanks to the trial period or free demo. Once the free demo has expired, you are free to decide whether hiring our services or not.

In case you want to withdraw from this contract, before the aforementioned period expires, you shall send us, by any means, the form in the Annex to these Terms, duly fulfilled. Alternatively, you may send us a note containing your unequivocal request of withdrawal from the contract. Within the next fourteen days from the moment we receive your request we will confirm its reception.

9. Modifications and cancellations

If, by any circumstance, you want to change the contracting modality from basic option to advanced option, you may do so by following the following steps:

- a. Contact us indicating your will to change the contracting modality, specifying the option you want to contract. You may write as an email to the following email address: [\[info@axis-adlinks.com\]](mailto:info@axis-adlinks.com).
- b. Once your request is received, we will inform you by email.
- c. Your request shall be made effective from the day after the last day of the month in which you made such request. From that moment on you will be charged the fee corresponding to the advanced option.

If you want to change the contracting modality from advanced option to basic option, you shall follow the same steps. However, such change shall not be made effective before the termination of the twelve-month period of the advanced option.

In case you want to finish the contract before the termination of its duration (twelve months), you shall notify us your request. This notification shall be made, at least, seven days before the termination of such period. Otherwise, we shall understand that is your will to continue enjoying the contracted service and its duration shall be automatically extended for the same period of time.

10. Responsibilities and warranties

We make the greatest effort to make the Platform available at any time. However, we cannot grant the access to the Platform and the correct performing of its features and contents (in respect of which we act as an intermediary), as long as there may be circumstances beyond our control.

We shall not be liable for:

- a. The quality, accordance and usefulness of the services provided.
- b. The personal or material damages that may derive from the use of the services.
- c. Malfunctions caused by a third party that could not have been foreseeable or surmountable.
- d. Defects due to force majeure (to be understood as circumstances beyond the control of the party by whom it is pleaded, abnormal and unforeseeable, whose consequences could not have been avoided, even acting with the due diligence).

As a Contracting Party you are the sole responsible of the harms and damages caused as a consequence of your errors during the contracting process. You are also responsible for not meeting the requirements determined herein.

On a general basis, Axis shall not be liable for lost profits, consequential losses or any other loss whatsoever. Axis' responsibility shall be limited to the amount of money levied by Axis from the Contracting Party in exchange of the services.

11. Data protection

With regard to the personal information we process as a result of your use of the services offered within the Platform, there is a Privacy Policy which collects the essential information thereon. If you want to access such document, please click [here](#).

13. Compensation

Without prejudice to what is established in these General Contractual Conditions, any type of damage, harm, loss or costs (including lawyers' and court representatives' fees) incurred by Axis as a result of a breach of these General Conditions of Use shall result in your obligation to indemnify us, in the same way as if for there are claims by third parties against Axis on the same grounds.

14. Waiver and interpretation of these General Contractual Conditions

These General Conditions of Use constitute a single agreement between both parties, with reciprocal obligations.

If a competent authority declares any of its provisions as unlawful, invalid or non-enforceable, this provision must be interpreted in the way that is closest to the original intention of the provision. However, this does not affect the validity of the remaining clauses of these General Conditions.

If we do not demand strict compliance with any of the terms of these Conditions, this may not be interpreted as our waiving the right to demand compliance in the future.

15. Language

The applicable language to these Terms is Spanish. We may offer you the translation of this document in several languages for your convenience only, to help you to understand it, but you acknowledge that the official text is the Spanish version.

If there is any contradiction between what the Spanish version of these Conditions and their translation says, the Spanish version shall take precedence in all cases.

16. Governing law and venue

The relations between Axis and you shall be governed by and construed in accordance with the Spanish Law.

On a general basis, any dispute, discrepancy, issue or claim resulting from or related to these Terms of Service shall be resolved, as agreed between Axis and the Contracting party, who waive any other jurisdiction, by the Courts and Tribunals of the Contracting party's habitual residence. However, whereas the Contracting party's habitual residence is located outside Spain, both parties, waiving any other jurisdiction, agree that any dispute, discrepancy, issue or claim resulting from or related to these Terms of Service shall be resolved by the Courts and Tribunals of the city of Madrid.

Whereas the Contracting party is considered a corporation or an independent professional, both parties, waiving any other jurisdiction, agree that any dispute, discrepancy, issue or claim resulting from or related to these Terms of Service shall be resolved by the corresponding Courts and Tribunals, according to Law 34/2002, July 11, on Information Society Services and Electronic Commerce.