

## Data GUARD by Auritas - Terms and Conditions

May 10, 2023



Version 1.1

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## 1. TERMS AND CONDITIONS

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**Owner:** Auritas LLC

Address: 4901 International Pkwy - Suite 1001 - Orlando, FL 32771.

Contact: US Office: 407-834-8324

Email: info@auritas.com;

## **Registration Data:**

C.I.F.:

- 1.
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The trademarks, trade names or distinctive signs are the property of AURITAS LLC. or third parties, without it being understood that access to the website attributes any rights over the aforementioned trademarks, trade names and/or distinctive signs.

- 3. **Hyperlinks** The hyperlinks or links contained in this website may lead the user to other websites and web pages managed by third parties, over which AURITAS LLC. has no control whatsoever, AURITAS LLC. is not responsible for the contents or the status of said websites and web pages, and access to them through this website does not imply that AURITAS LLC. recommends or approves their contents.
- 4. **Modifications** In order to improve the website, AURITAS LLC. reserves the right, at any time and without prior notification, to modify, extend or temporarily suspend the presentation, configuration, technical



specifications and services of the website, unilaterally. It also reserves the right to modify at any time these conditions of use as well as any other particular conditions.

5. Exclusion of liability Whoever uses this website does so at their own risk. AURITAS LLC., its partners, collaborators, employees, and representatives are not responsible for any errors or omissions that may affect the contents of this website or other content that can be accessed through it. AURITAS LLC., its partners, collaborators, employees, and representatives cannot be held responsible for any damages arising from the use of this website, nor for any action taken on the basis of the information provided therein.

The information on this website is provided without guarantee of any kind, either express or implied, and may be changed or updated without prior notice. AURITAS LLC. does not guarantee the absence of viruses, worms or other harmful computer elements that could cause damage or alterations in the computer system, in the electronic documents or in the files of the user of this website. Consequently, AURITAS LLC. is not liable for the damages that such elements could cause to the user or to third parties. Likewise, AURITAS LLC. is not liable nor guarantees the availability and continuity in access to this website or that the same is free of errors, corresponding to the user of the website, in any case, the obligation to provide adequate tools for the detection and disinfection of harmful or damaging computer programs.

The user will be liable for damages and losses of any nature that AURITAS LLC. may suffer as a result of the breach of any of the obligations to which it is subject by these conditions. The user is aware and voluntarily accepts that the use of any content of this website takes place, in any case, under his sole and exclusive responsibility.

- 6. **Communication of illicit and inappropriate activities** In the event that any user of the website is aware that the hyperlinks refer to pages whose contents or services are illegal, harmful, degrading, violent or contrary to morality, he/she may contact AURITAS LLC. indicating the following information:
  - Personal information of the communicating party: name, address, telephone number and email address;



• Description of the facts that reveal the illicit or inadequate nature of the hyperlink.

In the case of violation of rights, such as intellectual and industrial property, the personal data of the owner of the infringed right when he/she is a person other than the communicating party. In addition, the title deed that proves the legitimacy of the owner of the rights must be provided and, where appropriate, the representation authorization to act on behalf of the owner when the person is different from the communicating party;

The receipt by AURITAS LLC. of the communication provided for in this clause shall not imply, in accordance with the regulations on information society services and electronic commerce, the effective knowledge of the activities and/or contents indicated by the communicating party.

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2. Security, confidentiality, and data protection policy: If personal data were collected on the Website, AURITAS LLC., as the Data Owner, shall be



responsible for them and shall treat them with absolute confidentiality and security. You can find more information about the treatment of personal data in the Privacy Policy, which can be accessed <u>here</u>

3. Legislation and jurisdiction: The present conditions of use are governed in each and every one of its extremes by the United States of America any controversy that arises or relates to the use of the Website shall be submitted to the jurisdiction of the Courts and Tribunals of the city where AURITAS LLC. has its registered office, unless the regulations in force establish a different forum.