

Use policies and contract conditions

UPDATED 09/27/2023

These General Conditions of Use and Contracting (hereinafter, "the General Conditions") govern the access and use of the website accessible through the domain name www.Incloudforever.com and its subdomains (hereinafter, "Incloudforever ")

Simply accessing the Website attributes to the person who does so the status of user (hereinafter, "the client") and implies acceptance of all the terms included in these General Conditions. If you do not agree with these General Conditions , the User must abandon the use of the website.

By accepting these General Conditions, the User states:

That you have read and understood what is stated here.

That, in the event that you are willing to contract a product and/or service, you have sufficient capacity to do so.

That assumes all the obligations set forth herein.

Use policies and contract conditions.

1. General Information

In compliance with the provisions of article 10 of Law 34/2002, of July 11, on information society services and electronic commerce, the general information of the Website is provided below:

Holder: INCLOUDFOREVER COMPANY S.L (hereinafter referred to by its commercial name, "INCLOUDFOREVER.COM").

Headquarters and establishment: MADRID, C/ AVIADOR ZORITA, 13 - OFFICE 40 (SPAIN)

C.I.F.: B-72433006

Contact: <https://incloudforever.com/contact/>; or via email Support@incloudforever.com

Registration data: Commercial Registry of Madrid, volume 44003, folio 1, page M-776210, entry 1.

2. Access to the Website and/or the APP

Simple access to the Website, as well as to the APP, is free except for the cost of the connection through the telecommunications network provided by the access provider contracted by the User, which will be borne by the User.

3. Rules for using the Website and/or the APP

The User undertakes to use the Website, as well as the APP and all its content and services in accordance with the law, morality, public order and these General Conditions, not using them to carry out illegal activities or activities that constitute a crime. that violate the rights of third parties

and/or that violate any rules of the applicable legal system. By accepting these Conditions or making a purchase, the user declares that they have the legal capacity to enter into contracts.

The User undertakes to:

- Do not introduce or disseminate content or propaganda of a racist, xenophobic, pornographic nature, in support of terrorism or that violates human rights.
- Not introduce or spread data programs (viruses and harmful software) on the network that may cause damage to the computer systems of the access provider, its suppliers or third-party Internet users.
- Not disseminate, transmit or make available to third parties any type of information, element or content that violates fundamental rights and public freedoms recognized constitutionally and in international treaties.
- Not carry out actions that may involve the commission of illicit, illegal or fraudulent conduct.
- Not to disseminate, transmit or make available to third parties any type of information, element or content that constitutes illegal or unfair advertising.
- Do not transmit unsolicited or authorized advertising, publicity material, "junk mail", "chain letters", "pyramid structures", or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively designed for it.
- Do not introduce or disseminate any false, ambiguous or inaccurate information and content in a way that misleads the recipients of the information.
- Do not impersonate other Users using their registration keys to the different services and/or contents of the Website and/or the APP.
- Do not disseminate, transmit or make available to third parties any type of information, element or content that constitutes a violation of the intellectual and industrial property rights, patents, trademarks or copyright that correspond to the owners of the Website, the APP or third parties.
- Do not disseminate, transmit or make available to third parties any type of information, element or content that involves a violation of the secret of communications and legislation of personal data.

INCLOUDFOREVER.COM reserves the right to cancel any operation and/or cancel the User's account when there are suspicions, indications or reasonable evidence that it has been carried out in violation of the provisions of these General Conditions of Use, without prior notice.

The User undertakes to hold INCLOUDFOREVER.COM harmless from any possible claim, fine, penalty or sanction that may be forced to endure as a result of the User's failure to comply with any of the aforementioned usage rules, and also reserves INCLOUDFOREVER.COM the right to request compensation for corresponding damages.

4. Contract conditions

On the one hand, INCLOUDFOREVER COMPANY S.L., with C.I.F. number B-72433006 domiciled in MADRID, (MADRID), C/ AVIADOR ZORITA, 13 - OFFICE 404, established for an indefinite period in authorized deed in Madrid, on August 2, 2022, by the undersigned Notary protocol number 4096, registered in the Commercial Registry of Madrid, volume 44003, folio 1, page M-776210, entry 1, hereinafter INCLOUDFOREVER.

And on the other hand, the natural or legal person who completes the order and service contracting form, available on the web portal www.Incloudforever.com, hereinafter, the CLIENT.

Both parties recognize the legal capacity necessary to accept the clauses contained in this contract, by which

MANIFEST

That INCLOUDFOREVER is a company dedicated to offering a personal web profile generation service on its website <https://INCLOUDFOREVER.com>, in which the user can choose between 3 types of profiles: "For yourself", "For your loved ones" and "for your pets", which can include personal information, photos, videos, text and in the case of the "For yourself" profiles, they have a message and file sharing service with the possibility of sharing them at a future date indicated by the client.

In addition, INCLOUDFOREVER is a company dedicated to providing file hosting services and other services over the cloud (Internet), having the necessary equipment, systems and computer and electronic resources in adequate operating conditions.

Your use of and access to our services, software, websites (including browser extensions) and/or applications (collectively: "Services") are governed by these Terms of Service ("Terms"). The Services may be provided online, in the form of mobile and/or desktop applications and/or may be integrated into a third-party service. The Services allow you to upload, send, store, share, receive, collect, capture and/or display your ideas, text, graphics, videos, data, information, files, presentations or other content, including third party content used by you. (together: "Content"). You retain all rights and responsibility for all Content. Incloudforever does not claim ownership of its content.

That the CLIENT is interested in contracting the services provided by INCLOUDFOREVER electronically and remotely.

That the CLIENT accepts and understands, freely and unequivocally, the conditions and clauses detailed below, for contracting the service offered by INCLOUDFOREVER through its web portal INCLOUDFOREVER.com, establishing a commercial and contractual relationship between both, whose effects are those included in the following.

CLAUSES

FIRST.- OBJECT.

The CLIENT, by accepting the following clauses, contracts the services described previously through the web portal INCLOUDFOREVER.com

SECOND.- TECHNICAL CHARACTERISTICS.

2.1 Registration and Contracting.

By completing the contracting form, the CLIENT requests the contracting and authorization of the PERSONAL PROFILE, with the chosen allocation of resources, becoming, said form, together with the corresponding description and rates, an integral part of this contract as an Annex.

To proceed with the processing of the request, it is necessary for the CLIENT to register as a user through the INCLOUDFOREVER.com web portal, providing a username and password, for which they will be solely responsible, and which will be necessary, from now on, to the formalization of the contract and registration in the INCLOUDFOREVER system, after which INCLOUDFOREVER will request, via electronic means (mail or SMS), the verification of the personal and contact data provided, as well as those corresponding to the authorized person, in case if it is a client that is a legal entity.

2.2 Access and Activation.

Once the service request has been received, the CLIENT will receive, via email, the following list of steps and processes to follow:

Access to the "Customer Control Panel" to be able to upload the information that the user will upload to the contracted profile

The referred access will only be sent by INCLOUDFOREVER in the case of a new Client.

The access codes to the Control Panel will be those provided and entered by the CLIENT at the time of registration. INCLOUDFOREVER does not have any prior control of the access codes provided by the CLIENT, and is solely responsible for their assignment to the authorized user and their custody.

The access data to INCLOUDFOREVER, consisting of: email address and password, which will only be known by the CLIENT, with INCLOUDFOREVER not having any access to them. These keys will be stored, in encrypted form, without the possibility of recovering the unencrypted version, on the INCLOUDFOREVER servers.

According to the above, using the access codes, the CLIENT will be able to access its control panel and carry out the tasks and configurations that it considers appropriate, within the parameters and technical and contractual limitations established in this contract and in the current applicable regulations.

The CLIENT is solely responsible for the custody and confidentiality of the access keys, both for the Control Panel and for access to the Cloud Server.

The profiles "for your loved ones" and "for your pet" will be active (Visible on the internet) from the moment of contracting, but the "For you" profiles will not be active immediately and will do so after following the following process: We will send proof of life verification requests by email 3, 6 and 9 months after your last interaction with your InCloudForever personal space, and an SMS or call after 12 months. If you have not responded to any of the 4 requests, we will activate your space.

Additionally, as an additional security measure, the client may designate a 'Guardian' or person who finally authorizes us to activate the profile.

The client declares that he has the consent of the Guardian to include his data (Mail and telephone) within his profile and that he has been previously provided with information about the purpose and use that INCLOUDFOREVER.COM will make of said data.

INCLOUDFOREVER.COM will additionally inform the Guardian of your status as Guardian to obtain your explicit consent.

2.3 Backup system.

The INCLOUDFOREVER service does not include the provision of backup copies of the content hosted by the CLIENT, the CLIENT being the only person responsible for keeping a backup copy of the hosted information. In no case may INCLOUDFOREVER be required to provide the backup service, by default or understood to be included in the configuration and acquisition of the service.

Notwithstanding the foregoing, INCLOUDFOREVER will make, in application of the corresponding security measures, as many copies of its equipment as it deems necessary following its own security, backup and data recovery policies in the event of any eventuality or loss, but always considering it an internal measure and not an element available to the CUSTOMER or that the latter may require from INCLOUDFOREVER.

THIRD.- OWNERSHIP OF THE CONTENT, PERMISSIONS AND RESPONSIBILITY.

3.1 InCloudForever does not claim any ownership of the Content you create, use, store or share through the Services and you are solely responsible for it. Additionally, you are solely responsible for sharing it with the correct recipients. Any liability for damages related to Content rests with the person who creates, uses, stores and/or shares it within the Services. You acknowledge that download and/or access links may be sent and that recipients who have access to such links may access the Content to which they are connected.

3.2. Some of the Services allow you to protect Content or transfers with a password. The user is solely responsible for the confidentiality and/or distribution of their passwords.

3.3. By using the Services, you warrant that you have, for any Content you create, use, store or share using the Services, all necessary permissions (including those from copyright and other intellectual property rights owners) to distribute, sublicense, transfer, store and/or make the Content available online as part of the Services.

3.4. InCloudForever is not liable to you or any third party for any damages arising from or in connection with any Content created, used, stored or shared by you within the Services, including, but not limited to, copyrighted works and/or trademarks.

3.5. InCloudForever requires a license from you with respect to the Content FOR THE SOLE PURPOSE OF OPERATE, ENABLE AND IMPROVE THE SERVICES. Solely for this express purpose and until you remove Content from the Services, you agree and acknowledge that by using the Services, you grant us an unlimited, worldwide, royalty-free license to (i) use, host, store, scan, search, sort, index, create previews and (ii) reproduce, communicate, publish, publicly display, distribute and edit (including, without limitation, scaling, cropping, adapting and translating) the Content. THE PART OF

THE LICENSE UNDER (ii) DOES NOT APPLY TO INCLOUDFOREVER FILE SHARING. For the avoidance of doubt, InCloudForever will not sell or advertise the Content: InCloudForever only requires the license. FOR THE SOLE PURPOSE OF OPERATE, ENABLE AND IMPROVE THE SERVICES.

3.6. InCloudForever does not provide any public search, catalog or listing functionality to find Content.

3.7. InCloudForever may show you advertisements from advertisers and artists selected by InCloudForever (such as full-page wallpaper advertisements) when you use the Services.

3.8. More information about the use of your personal data and cookies (including for performance marketing) is available in our Privacy and Cookies Statement

FOURTH.- OBLIGATIONS AND RESPONSIBILITIES OF INCLOUDFOREVER.

INCLOUDFOREVER is committed to:

Act with due diligence and within the parameters of loyalty and good faith.

To provide the means at your disposal to offer an optimal service so that it can be adequately developed 24 hours a day, 7 days a week, in a safe, efficient and effective manner.

Not to access illegitimately, without prior request, in writing and consent of the CLIENT, the data, content and applications of the CLIENT and/or on any of its Cloud Servers to carry out maintenance and incident management tasks.

To inform the CUSTOMER of all changes and modifications, whether software or hardware, that may affect the correct functioning of the contracted services.

INCLOUDFOREVER reserves the right to interrupt the service due to repairs and technical and maintenance improvements to the equipment, with prior notice to the CUSTOMER at least 24 hours in advance, adopting the necessary security measures for the correct use and development of the contracted service. Such notice will not be required in the event that the interruption of service is due to force majeure.

The CLIENT agrees to bear, within reasonable limits, the risks and imperfections or, if applicable, the unavailability of the service taking into account the complexity of the programs used as well as the state of the art and technology. Therefore, the CUSTOMER expressly renounces claiming any liability, contractual or extra-contractual, damages or similar from INCLOUDFOREVER for possible failures, slowness or errors in the access and use of the contracted service.

In the event that INCLOUDFOREVER fails to comply with the commitments assumed in this contract by providing a defective service for an uninterrupted period of more than 24 hours, INCLOUDFOREVER's liability will be limited to the proportional return of the money charged for the service during said period of interruption, and Under no circumstances will it pay compensation amounts greater than the cost of an annuity.

In no case will INCLOUDFOREVER assume responsibility for the loss of data, business interruption or other damages caused by the operation of the service, for not meeting the CUSTOMER's expectations. Access and use of the service is the exclusive responsibility of the CUSTOMER, so that INCLOUDFOREVER is not responsible (directly, indirectly or subsidiarily) for any direct or indirect damage or harm that may be caused to the CUSTOMER, as well as to third parties related to the CUSTOMER.

Therefore, and by virtue of the above, INCLOUDFOREVER will not be responsible:

- Of the errors produced by Internet access providers.
- From virus contamination in equipment, whose protection is the responsibility of the CUSTOMER.
- From intrusions by third parties to the CLIENT's equipment even if INCLOUDFOREVER has established reasonable protection measures.
- Of the faulty or incorrect configuration of the CLOUD SERVER system by the CUSTOMER.
- For misuse of the service by the CUSTOMER, for which only he or she will be responsible.

INCLOUDFOREVER must comply with all those obligations included throughout this contract despite not being expressly included in this clause.

FIFTH.- OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER.

The CLIENT must comply with all the terms and conditions provided for and accepted in this contract in the exercise of their activity, whether personal, professional and/or commercial, acting loyally and following the parameters of good faith.

The CLIENT undertakes not to use the PROFILE service contrary to public order, current and applicable legislation, and the following actions are expressly and non-exhaustively prohibited:

Uses contrary to Spanish laws and infringing third party rights.

Any action that violates the intellectual property rights of third parties, either with respect to content or in relation to the pre-installed software, such as the virtualization software that is used at all times by INCLOUDFOREVER, over which the CLIENT does not have any license. use. However, in the event that the CLIENT directly contracts the license to use any software, whether virtualization or not, it may be located on the Cloud Server, provided that it so indicates to INCLOUDFOREVER at the time of its installation.

The obtaining and processing of personal data without the consent of the affected party by the CLIENT and all conduct contrary to the provisions of current regulations on the protection of personal data, with THE CLIENT being solely responsible.

Any abusive and intensive use of assigned resources.

When posting any content or interacting with the Website and other users, you must:

(a) be over 14 years old;

- (b) only use the Website for the purpose and for no other purpose;
- (c) Not use the website for any illegal purpose and do not violate any applicable local, state, national or international law;
- (d) Do not defame, abuse, harass, stalk, threaten or violate the legal rights of others;
- (e) Be respectful of each subject and their friends and family;
- (f) not post any content about any person without their prior consent
- (g) not post any personal information or images that identify a minor without the prior written consent of that individual's parent or guardian;
- (h) not impersonate any person or entity or falsely state or otherwise represent your affiliation with a person or entity;
- (i) do not submit content containing material that is false, inappropriate, distressing, harmful or inappropriate for viewing by minors, culturally insensitive, illegal, threatening, abusive, hateful, profane, defamatory, obscene, pornographic, xenophobic or indecent;
- (j) not infringe the intellectual property rights of others.;
- (K) not to upload files or cause users to upload files that contain viruses, worms, "Trojan horses", corrupted files or any similar software or programs that may adversely affect, overburden or disable the operation of the website or the operation of the someone else's computer."

It is the responsibility of the CUSTOMER:

Have sufficient knowledge, training and skills for the use, management, configuration, maintenance and, where appropriate, repair and restoration of the contracted Cloud Server.

To make appropriate use of the logical tools made available to you in order to obtain the best performance of the contracted service. This implies that you will refrain from replicating, accessing without authorization the configuration of the applications corresponding to obtaining the Cloud Servers, and not illegitimately accessing the configuration systems of the equipment, property of INCLOUDFOREVER, intended for the provision of the service.

Comply with the technical specifications and restrictions provided for in the applications, as well as follow the instructions that INCLOUDFOREVER conveys to the CLIENT in relation to the operation and management of the Servers.

To the optimal management of the space allocated to your profile, as well as the data traffic directed to and originating from your profile. In the event that INCLOUDFOREVER detects that there is excessive use of the assigned and common resources within the platform (storage speed, CPU usage, network traffic usage, among others) that causes or may cause some type of failure or slowdown of the systems or that may harm third parties, INCLOUDFOREVER reserves the right to intervene, or,

where appropriate, stop the server as a preventive security measure, in order to be able to solve any incident or extension of the service contracted by the CLIENT.

The CLIENT is solely responsible for how many accesses he authorizes to the content located in his profile, and INCLOUDFOREVER is not responsible for the authorization, authorization and control of the same.

Make the corresponding backup copies of the contents located in your profile, in such a way that it will not be the responsibility of INCLOUDFOREVER to guarantee their recovery.

The CLIENT is responsible under the laws and regulations in force at all times, for any infringement of electronic commerce, copyright, maintenance of public order, information security, protection of personal data, protection of minors, as well as the rules and principles of use of the Internet network, as well as any claim that is derived from the content that the CLIENT has in his profile, which could violate the rights of third parties, protected by law.

The CLIENT must comply with all those obligations included throughout this contract despite not being expressly included in this clause.

In the event of incidents occurring in INCLOUDFOREVER's servers and security systems, as a direct consequence of negligent action on the part of the CUSTOMER, the CLIENT will be liable for any civil and criminal liability that may arise.

The CLIENT may not assign rights and obligations arising from this contract to third parties without the prior written consent of INCLOUDFOREVER. The CLIENT has full responsibility for the use and content of their profile, the stored information and the treatment they make of it.

SIXTH.- MODIFICATIONS OF THE CONTRACTED SERVICE

INCLOUDFOREVER reserves the right to modify the conditions, contents and specifications of the contracted service, as well as its contracting characteristics, always prior written notice to the CUSTOMER. These modifications will be made in order to improve the benefits of the contracted service and specified on the INCLOUDFOREVER web portal. INCLOUDFOREVER will inform the CLIENT by sending them the necessary documentation, including the modifications to this contract. In the event that the CLIENT is not satisfied with the modifications made, they have 14 calendar days from receipt of the new conditions, according to the notification system provided for in Clause Fifteen, to request cancellation of the service, in the terms provided for in Clause Ten. If INCLOUDFOREVER does not speak, it will be understood that the CLIENT accepts the new conditions.

SEVENTH.- ENTRY INTO FORCE.

This contract will come into force on the day of activation of the service, that is, at the moment in which the CLIENT has the possibility of accessing and using the contracted service, receiving the access email and confirmation of the formalization of the contract. , as established in clause 2.2.

EIGHTH.- PRICES AND PAYMENT METHOD.

To determine the price, what is established in the Annex and the plans available on the INCLOUDFOREVER.com web portal will be used, which will form an integral part of this contract as an Annex to it.

Payments will be made on a one-time basis at the time of contracting. In the contracting process, a plan with a defined cost and corresponding characteristics will be chosen through the registration form. This form will be an integral part of this contract as an Annex to it.

THE CUSTOMER must always indicate a payment method established in the order form. The payment methods accepted for this service will be credit card or Paypal payment system.

Of the established payment methods, these will be developed as follows:

A.- Paypal: Payments will be charged to the Paypal account designated by the CLIENT using a Paypal "payment agreement" which authorizes INCLOUDFOREVER to make the automatic charge.

B.- Credit Card: Charges on the credit card indicated by the CLIENT will be made when contracting. In no case will INCLOUDFOREVER store any data from the CUSTOMER's credit cards, but will use the STRIPE payment gateway, which will be in charge of managing electronic collections, which will store said data securely.

To carry out the collections corresponding to the CLIENT, INCLOUDFOREVER may use electronic collection companies, for which, the CLIENT expressly authorizes the transfer of the data necessary for the management of the appropriate collections according to the billing generated and depending on the payment method selected.

Taking into account the provisions of the previous section, INCLOUDFOREVER reserves the right to suspend the contracted service with prior notice to the CUSTOMER, temporarily, upon detection of any incident in the collection of the service and/or due to non-payment thereof, regardless of the payment method selected by the CUSTOMER. This situation may result, in the event of repeated non-payment, in the suspension and termination of the contract unilaterally by INCLOUDFOREVER, in the terms provided in Clause Ten.

NINTH.- CAUSES OF FORCE MAJEURE.

The parties are exempt from liability for non-compliance with the provisions of this contract, when said non-compliance is caused by causes of Force Majeure, and therefore there is no right to compensation. In this case, if the non-compliance continues for 2 months, the parties may opt to cancel the contract, according to the terms provided in Clause Ten.

TENTH.- CAUSES AND FORM OF TERMINATION OF THE CONTRACT.

The following will be considered causes of termination of this contract:

- By mutual agreement of the parties.
- By the end of the contract period or any of its extensions, as provided in Clause Fourteen.

- Due to breach, by any of the parties, of the obligations, commitments and responsibilities acquired in this contract.
- When any of the parties is in bankruptcy or suspension of payments.
- Due to force majeure, as provided in Clause Nine.

When the CLIENT decides to end the contractual relationship with INCLOUDFOREVER, they may notify it through the contact page, the cancellation being effective at the same time and the CLIENT being billable for the services provided up to the date of cancellation at the end of the current month.

In order to avoid possible harm to the CLIENT, the CLIENT is responsible for recovering the content hosted on the Cloud Servers, using the backup systems that the CLIENT has configured, and prior to the end of the service. Otherwise, INCLOUDFOREVER will not be responsible for the loss of information due to the failure to recover backup copies made prior to the end of the contract.

Any payment that remains pending must be canceled within a maximum period of 15 business days, counted from the date on which the billing becomes payable to the CUSTOMER.

ELEVENTH.- WITHDRAWAL

As stated in Art. 103 section a) of Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws and in its wording is in accordance with section twenty-eight of the sole article of Law 3/2014, of March 27, which modifies the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, approved by the R.D. Legislative 1/2007, of November 16, applicable to contracts with consumers and users concluded on or after June 13, 2014, the CLIENT's Right of Withdrawal will not be applicable in the event that the contracts refer to the provision of services once the service has been completely executed, with prior consent of the CUSTOMER.

For all of the above, in consideration of the duration of the contractual relationship between INCLOUDFOREVER and the CLIENT established in Clause Fifteen of this document, the full provision of the service by the CLIENT, it will be understood that the service has been fully executed, and that by Therefore, by accepting the service the CUSTOMER expressly and consciously acknowledges the loss of his or her right to withdraw from the service.

TWELFTH.- INDEPENDENCE OF CONTRACTUAL CLAUSES.

When any of the clauses contained in this contract are declared or considered illegal or void by any judge or tribunal, administrative body, arbitration board or public body, all other provisions of this contract will continue to be in full force and effect. Both INCLOUDFOREVER and the CUSTOMER undertake to cooperate in order to replace the illegal or invalid provision as soon as possible with a new provision accompanying a permissible result as similar as possible to the result that the invalid provision was intended to achieve, without incurring the same cause of disability or nullity.

THIRTEENTH.- PROTECTION OF PERSONAL DATA.

13.1 Current regulations on the protection of personal data.

Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data, hereinafter, RGPD .

Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, from now on LOPDyGDD.

13.2 Definitions.

Personal data: any information about an identified or identifiable natural person. An identifiable natural person must be considered any person whose identity can be determined, directly or indirectly, in particular by means of an identifier, such as a name, an identification number, location data, an online identifier or one or various elements specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of this person.

File: any structured set of personal data accessible according to certain criteria, whether centralized, decentralized or distributed functionally or geographically.

Processing: any operation or set of operations performed on personal data or sets of personal data, whether or not by automated procedures, such as collection, recording, organisation, structuring, conservation, adaptation or modification, extraction , consultation, use, communication by transmission, dissemination or any other form of enabling access, collation or interconnection, limitation, deletion or destruction.

Controller: the natural or legal person, public authority, service or any other body that, alone or together with others, determines the purposes and means of the processing; If Union or Member State law determines the purposes and means of the processing, the controller or the specific criteria for its appointment may be established by Union or Member State law.

Data processor: the natural or legal person, public authority, service or any other body that processes personal data on behalf of the data controller.

For the purposes of the definitions, the CLIENT will be considered as Data Controller and INCLOUDFOREVER as Data Processor.

13.3 Obligations of the CLIENT as Data Controller.

Facilitate the right of information to interested parties at the time of collecting personal data.

Guarantee that the data provided to INCLOUDFOREVER have been obtained lawfully and that they are adequate, relevant and limited to the purposes of the treatment.

Carry out an assessment of the impact on the protection of personal data of the processing operations that INCLOUDFOREVER has to carry out, if necessary.

Make prior consultations with the Spanish Data Protection Agency regarding the evaluation of the impact on the protection of personal data, as appropriate, if necessary.

Ensure, before and during all processing, that INCLOUDFOREVER complies with current regulations on the protection of personal data.

Supervise the processing carried out by INCLOUDFOREVER, including the execution of reviews and audits.

13.4 Obligations of INCLOUDFOREVER as Data Processor.

INCLOUDFOREVER and all its staff undertake to:

Comply with all obligations that may correspond to you as Data Processor in accordance with current regulations on the protection of personal data and any other provision or regulation that is equally applicable.

Use the personal data being processed, or those collected for inclusion, only for the purpose of this contract. Under no circumstances may you use the data for your own purposes.

Process the data in accordance with the CLIENT's documented instructions. If INCLOUDFOREVER considers that any of the instructions violate current regulations on the protection of personal data or any other provision on data protection of the Union or member states, INCLOUDFOREVER must immediately inform the CUSTOMER.

Make available to the CLIENT all the information necessary to demonstrate that it complies with its obligations with respect to current regulations on the protection of personal data and the obligations of this contract, as well as to carry out audits or reviews carried out by the CLIENT or another auditor authorized by he.

Communication of data to third parties:

INCLOUDFOREVER cannot communicate the personal data that is the subject of this contract to third parties, unless it has the express authorization of the CLIENT, in legally admissible cases.

The transmission of personal data to Public Authorities or Administrations in the exercise of their public functions are not considered data communications, therefore the CUSTOMER's authorization will not be required if these transmissions are necessary to achieve the purpose of the object of this contract.

INCLOUDFOREVER may communicate the data to other processors of the same CLIENT, in accordance with the CLIENT's instructions. In this case, the CLIENT must identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures that must be applied to proceed with the communication.

If INCLOUDFOREVER has to transfer personal data in a third country or to an international organization, by virtue of the law of the Union or the member states that is applicable to it, it must inform the CUSTOMER of this legal requirement in advance, unless this right prohibit it for important reasons of public interest.

International transfers of personal data

INCLOUDFOREVER will not be able to transfer data to third countries or international organizations not established in the EU, unless it has obtained prior written authorization from the CLIENT; which, if it exists, will be annexed to this contract.

If INCLOUDFOREVER has to transfer personal data to a third country or to an international organization, under the Law of the Union or the Member States that is applicable to it, it will inform the CUSTOMER of this legal requirement in advance, unless such Law prohibits it. for important reasons of public interest.

The CLIENT expressly authorizes INCLOUDFOREVER to subcontract the services or part of them with third parties, when for technical reasons the provision of the service must be guaranteed, always respecting the obligations provided for in the RGPD.

The subcontractor, who also has the status of data processor, is also obliged to comply with the obligations that this document establishes for INCLOUDFOREVER and the instructions issued by the CLIENT. It is up to INCLOUDFOREVER to regulate the new relationship, so that the new manager is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as him, regarding the appropriate processing of personal data and the guarantee of the rights of affected people. If the subcontractor fails to comply, INCLOUDFOREVER remains fully responsible to the CUSTOMER regarding the fulfillment of the obligations.

Confidentiality and training

INCLOUDFOREVER has to maintain the duty of secrecy regarding the personal data to which it has had access under this contract, even after the purpose of the contract ends.

INCLOUDFOREVER must guarantee that the persons authorized to process personal data undertake, expressly and in writing, to follow the CLIENT's instructions, to respect confidentiality and to comply with the corresponding security measures, of which they must be appropriately informed.

INCLOUDFOREVER must keep at the CLIENT'S disposal the documentation that proves that the obligation established in the previous paragraph is fulfilled.

INCLOUDFOREVER must guarantee the necessary training in personal data protection for persons authorized to process personal data.

Rights of interested parties

INCLOUDFOREVER will assist the CLIENT in responding to the exercise of rights, when necessary.

When the affected persons exercise their rights before INCLOUDFOREVER, the latter must notify the CLIENT by email. The communication must be made without undue delay and in no case later than the day following the business day on which the request was received, together, if applicable, with other information that may be relevant to resolve the request.

Security measures

INCLOUDFOREVER, at a minimum, must implement the necessary security measures to:

Ensure the ongoing confidentiality, integrity, availability and resilience of treatment systems and services.

Restore availability and access to personal data quickly, in the event of a physical or technical incident.

Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the security of the treatment.

Provide pseudonyms and encrypt personal data, if applicable.

It must also implement all other measures that, taking into account the set of treatments carried out, are necessary to guarantee a level of security appropriate to the risk resulting from the risk analysis carried out.

The CLIENT authorizes INCLOUDFOREVER so that, in the event that technical improvements must be made or any incident that could influence the correct functioning of the contracted service and the achievement of the legitimate purposes of this contract must be made or any incident resolved, technicians or suppliers may connect or access the CLIENT's Cloud Servers.

Notification of personal data security breaches

INCLOUDFOREVER must inform the CLIENT, without undue delay and in any case before the maximum period of 72 hours, by email, of the security breaches of the personal data in its charge of which it is aware, along with all relevant information. to document and communicate the incident.

Notification is not necessary when this breach of security is unlikely to constitute a risk to the rights and freedoms of natural persons.

If available, at least the following information must be provided:

Description of the nature of the personal data security breach, including, where possible, the categories and approximate number of data subjects affected and the categories and approximate number of personal data records affected.

Name and contact details of the data protection officer or other contact point from which further information can be obtained.

Description of the possible consequences of the personal data security breach.

Description of the measures taken or proposed to address the personal data security breach, including, if applicable, measures taken to mitigate potential negative effects.

If and to the extent that it is not possible to provide the information simultaneously, the information must be provided gradually without further undue delay.

Impact assessments on the protection of personal data

INCLOUDFOREVER will support the CLIENT when carrying out impact assessments related to data protection, as well as when prior consultations must be made to the supervisory authority, where appropriate.

Data Protection Officer

INCLOUDFOREVER has a Data Protection Officer. The contact email address is lopd@incloudforever.com

The CLIENT can contact the Data Protection Officer to consult, request information and/or clarify doubts about compliance with current regulations on the protection of personal data.

13.5 Duty of information about the personal data of the signatories of the contract.

The CLIENT declares the veracity and accuracy of the data provided, being responsible for requesting the corresponding consent in the event that it processes personal data belonging to third parties.

The personal data provided by the CLIENT, in cases where they are a natural person or in the case of representatives of a legal entity or Administration, will be processed by INCLOUDFOREVER for the purpose of managing and maintaining commercial relationships and/or professionals established with the CLIENT, as well as keeping them informed of new services and offers that INCLOUDFOREVER considers of interest. Likewise, both parties agree to be informed of the possibility of exercising their rights of access, rectification, cancellation and opposition, among others, with respect to their personal data, and may exercise these rights in writing by letter addressed to the address of the corresponding party.

FOURTEENTH.- INTELLECTUAL PROPERTY.

The CLIENT, by virtue of this contract, does not acquire any right or license over the software assigned to the service of its profile, nor any of its applications intended for it. Any fraudulent and unauthorized use will be considered a violation of intellectual property rights, including its source codes, usability and devices designed to achieve the purposes for which they were created, and will be liable for any damages caused to INCLOUDFOREVER or to third parties whose rights are legitimately protected by the applicable regulations.

FIFTEENTH.- NOTIFICATION

All notifications, requirements, requests and other communications that must be made between the Parties in relation to this Contract must be made in writing via email, addressed to [INCLOUDFOREVER atsupport@incloudforever.com](mailto:atsupport@incloudforever.com) and those intended for the CLIENT to the email address that appears on the service order form and that forms part, as an annex, of this contract.

It is the CUSTOMER's responsibility to keep the email address provided active, and the lack of notification due to the inactivity or outdated email address is not attributable to INCLOUDFOREVER, meaning that communications from INCLOUDFOREVER have been sent to the address indicated by the CLIENT. CUSTOMER.

In the event that the CLIENT's email address is different from the one provided, the CLIENT is obliged to notify INCLOUDFOREVER, by communicating to INCLOUDFOREVER through the address support@incloudforever.com

Likewise, and given the possibility that the CLIENT has of creating and authorizing users to access their profile, in the event of any incident INCLOUDFOREVER will respond and assist the CLIENT, being the intermediary in any incident with its authorized users. INCLOUDFOREVER will not assist other users other than the CLIENT or a person duly authorized by the CLIENT.

SIXTEENTH.- DURATION.

Incloudforever services are provided for a minimum of 50 years, automatically renewable.

SEVENTEENTH.- CONFIDENTIALITY.

The content of this contract is considered confidential between the parties. In this way, the CLIENT and INCLOUDFOREVER are obliged to maintain confidentiality of the agreements adopted in this contract and in all those related to and based on it. This obligation will persist even when the relationship between the parties has ended.

The disclosure of the agreements annexed to this contract as well as the scope of its content by any of the parties will be considered a breach of the obligations provided for in this document, and may result in its resolution, as provided for in Clause Nine.

EIGHTEENTH.- ASSIGNMENT.

Neither this contract nor the rights and obligations established therein may be assigned by the CLIENT to third parties without the prior written consent of INCLOUDFOREVER.

NINETEENTH.- APPLICABLE LEGISLATION AND ARBITRATION.

In the event of a conflict in the interpretation, execution and/or resolution of what is contained in this contract, the Spanish law in force for this purpose will apply.

In the event that the contracting party is a consumer or end user, the arbitration will be guided by the Consumer Arbitration Board of the autonomous community in which the CLIENT resides.

Each party will bear its own expenses in connection with the arbitration, although the compensation and expenses of the arbitrators will be borne in the manner established by the arbitration decision.

TWENTIETH.- COMPETENT JURISDICTION.

What is stated in the previous clause will be understood without prejudice to the parties being able to submit to a judicial procedure, in this case it will be done before the jurisdiction and competence of the Courts and Tribunals of Madrid, expressly waiving their own jurisdiction in cases that The procedural rules allow it, if otherwise. If reasonably possible, compliance with this contract will continue during the course of any disagreement and/or arbitration or judicial proceedings.