

# Legal Notice

## 1. Company details

In compliance with article 10 of Law 34/2002, of July 11, on Information Society and Electronic Commerce Services, presented below are the company details:

Company Name: AX Solutions, S.L.

Registered Address:

Calle Pollensa, Centro Empresarial Tartessos. Edificio Apolo.

28290, Las Rozas, Madrid.

Contact: [info@visual-tools.com](mailto:info@visual-tools.com)

Registration details: Mercantile registry of Madrid, Volume 37.137, Book 0, Folio 50, Section 8, M-662854 Leaf, Inscription 1<sup>a</sup>. CIF: B-88000740

Also, the domain name, ownership of AX Solutions, S.L. (from now on AX Solutions), is [www.visual-tools.com](http://www.visual-tools.com).

## 2. Field of application

These are the General Conditions that regulate the access, navigation and use of the Site under the [www.visual-tools.com](http://www.visual-tools.com) domain, as well as the responsibilities derived from the use of their contents (understanding in future by "contents" the texts, graphs, drawings, designs, codes, software, pictures, music, videos, sounds, data bases, images, expressions and information, as well as any other creation protected by the national laws and the international treaties on intellectual and industrial property).

The access to and/or use of this Site totally attributes the condition of User to the one who carry it out, accepting, from that moment on and without any reserve, the present General Conditions as well as the Particular Conditions that, in any case, they complement, modify or replace the General Conditions in relation to certain services and contents of the Site.

## 3. Use of Site, services and contents

The User agree to use the Site, its services and contents without contravening the current legislation, the good faith, the uses generally accepted and the public order. Also, it is prohibited the use of the Site with illicit or harmful purposes against AX Solutions or any third-party, or if, anyway, can cause damage or prevent the normal operation of the Site.

It is prohibited all copy, distribution, modification, commercial use or any illegal use of the content of this Site under penalty of violate the current legislation.

Regarding the contents, it is prohibited:

- Its reproduction, distribution or modification, unless it is counted on the authorization of his legitimate holders or is legally allowed.
- Any infringement of the AX Solutions rights or its legitimate holders over same.

- Its use for all type of commercial or advertising uses, different from the strictly allowed.
- Any attempt to obtain the contents of the Site by any way different from which is put at the disposal of the Users as well as the ones are normally used in the network, whenever does not cause any damage to AX Solutions Site.

#### **4. Responsibilities and warranties**

The use of the Site will be realized under the unique and exclusive responsibility of the User.

The Users are responsible for the appropriate safekeeping and confidentiality of any identifiers and/or passwords that are provided to him by AX Solutions, and they undertake neither to transfer its use to third parties, temporarily or permanently, nor to allow its access to unauthorized people.

Notwithstanding the foregoing, AX Solutions reserves the right to deny, at any moment and without prior notice, the access to the Site of any Users who fail to comply with these General Conditions, or applicable.

AX Solutions does not guarantee nor assume responsibility for:

- The continuity of the contents and the structure and design of the Site. One as well as the others could be modified unilaterally and without previous warning, whenever it considers it opportune, in the same way that the services and the conditions of access and/or the own use.
- The absence of errors in the contents, their lack of utility or efficiency and the existence of virus: malicious or harmful programs in these contents.
- Any and all damages it causes, to itself or a third-party, any person who infringed the General Conditions, norms and instructions that AX Solutions establishes in its Site, or through the violation of its security systems.

AX Solutions or any other society associated to it, will not be made responsible by any direct or indirect damage that could come by the access or use of this Site. In this sense, AX Solutions does not take responsibility in case of virus that could be acquired by the computer of the user through our Site, by itself or the archives contained in it.

#### **5. Hyperlinks**

A. Connections in other Sites to [www.visual-tools.com](http://www.visual-tools.com). The people or organizations that try to realize or realize a hyperlink from a web page from another Internet web portal or web site to any page of the AX Solutions site, agree to comply with the following conditions:

- Neither the total nor partial reproduction of the contained services in the links will connect to the [www.visual-tools.com](http://www.visual-tools.com) main page or the sections that contains, is allowed.
- The links will connect to the [www.visual-tools.com](http://www.visual-tools.com) main page or the sections main page that contain, not allowing neither the establishment of “deep-links”, nor IMG or image links, nor frames with the pages of the [www.visual-tools.com](http://www.visual-tools.com)

site, nor the creation of a “browser” on any of the [www.visual-tools.com](http://www.visual-tools.com) pages without the previous express authorization of AX Solutions.

- Any false, inexact or incorrect manifestation will not be included on the [www.visual-tools.com](http://www.visual-tools.com) website pages nor on its contents.
- Except for those signs included in the hyperlink, the Web page where the hyperlink is found will contain the mark, commercial name, label of establishment, denomination, logo, catchphrase or other distinguishing signs pertaining to VT, only when an express authorization has been previously granted. The website that establishes the communication must not declare that AX Solutions has authorized such connection, unless AX Solutions has done it expressly and in writing.
- The establishment of hyperlinks will not imply the existence of relations between AX Solutions and the holder of the Web page or the website from which it is realized, nor the knowledge and acceptance of AX Solutions of the services and contents offered in this web portal.
- AX Solutions will not be responsible neither for the contents or services offered to the public in the website or web portal from where the hyperlink is realized, nor for the information and manifestations included in there.

B. Links to other Sites. The [visual-tools.com](http://visual-tools.com) site may link and be linked to other sites managed and controlled by third parties at the disposal of the user. These links carry out the exclusive function of facilitating the user the search of information, contents and services in Internet, however the absence of a relationship, collaboration or dependence between AX Solutions and any responsible of a third site is beyond doubt.

AX Solutions does not assume responsibility, neither indirect nor subsidiary form, by any damages that could be derived from the access, maintenance, use, quality, legitimacy, reliability and utility of the contents, information, communications, opinions, manifestations, products and services in any Site not managed by AX Solutions and that is accessible through the site [www.visual-tools.com](http://www.visual-tools.com).

## **6. Duration**

The duration of the provision of the site services and its integrated services is for indefinite period.

However, AX Solutions reserves the right to interrupt, to suspend or to finish the provision of the site services and its integrated services.

AX Solutions reserves the right to modify, totally or partially, the terms and conditions stipulated here, publishing any change in the same way that these General Conditions are showed or through any kind of communication directed to the users.

The temporary validity of these General Conditions coincides with its time of exhibition; once modified, totally or partially, only the latter will be valid.

## **7. Intellectual property**

AX Solutions is the holder of the rights of operation of the [www.visual-tools.com](http://www.visual-tools.com) intellectual and industrial property and of all the contents available through the site.

The user access and navigation do not imply a resignation, transmission or license, neither a total nor partial cession of the AX Solutions rights.

It is forbidden to treating or to distributing in any way any part of the contents from [www.visual-tools.com](http://www.visual-tools.com) with public or commercial intentions without prior written and express authorization from AX Solutions or, where appropriate, from the final holder of the rights.

The trademark Visual Tools, as well as the corresponding graphical marks, are all of them registered trade names and it is prohibited their reproduction or use without the authorization of their holder.

In order to preserve the possible rights of copyright, in case any user or third-party considers that a violation of its legitimate rights has taken place by the introduction of a certain content in this website, will have to notify this circumstance to AX Solutions, indicating:

- Personal data of the interested party, holder of the alleged infringed rights. If any third party presents the complaint, must prove the right to deputize for the holder.
- Point out the protected contents by the copyright and their location in the web site.
- Accreditation of the mentioned copyrights
- Written and express declaration in which the holder takes responsibility for the veracity of the facilitated information

The legitimacy of the intellectual or industrial property rights corresponding to the contents contributed by third parties is exclusively responsibility of them.

## **8. Accessibility**

AX Solutions wishes that the people, regardless of their capacity, condition or technological equipment, can accede to [www.visual-tools.com](http://www.visual-tools.com). Therefore, it has taken diverse measures:

- Web site programming following the recommendation on the Style sheets in Cascade, Level 2, of the W3C.
- Logical order of presentation of the elements in screen.
- Alternative text in the images.

## **9. Applicable legislation and Jurisdiction**

These General Conditions shall be governed by Spanish Law.

AX Solutions and the User agree to adhere to the Jurisdiction of the Courts corresponding to the user's place of residence, expressly waiving the right to any other corresponding jurisdiction, for any matters that may arise, or actions taken as a result of providing the web service and its services and content and on the interpretation, application, compliance or non-compliance with the conditions established herein.

Should the user reside outside of Spain, AX Solutions and the User agree to adhere to the Jurisdiction of the Courts of Madrid, expressly waiving the right to any other corresponding jurisdiction.

SEPTEMBER 2018