

[lyntia TERMS OF USE](#)
[See lyntia Terms of Use](#)
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TERMS OF USE

1. The website www.lyntia.com

1.1 Through www.lyntia.com ("the website") of the company Lyntia Networks, S.A.U. ("lyntia"), accessible via the URL www.lyntia.com, visitors and users of the network, ("the Users" or "the User") have access to a wide range of products, services and contents related to the operation of telecommunications networks and infrastructures in accordance with lyntia's corporate purpose ("the Services").

1.2 The identifying data of the website administrator are the following:

Lyntia Networks, S.A.U.

Paseo de la Castellana, 259D

28046 – Madrid

Tax ID: A-61648069

Registered at the Commercial Registry of Madrid under Volume 28235, Page 69, Section 8, Sheet M-508573.

2. Access and Website Terms and Conditions

2.1 These Terms of Use ("**Term of Use**") **regulate access to the services of the website, as well as its use by users.**

Through access and use of the website, it will be understood that the User declares their express, full and unreserved agreement to the content of each and every one of these General Terms and Conditions in the version published on the website at the time of website access. If the User does not agree with the content of these General Terms and Conditions, they must refrain from accessing the website and from operating through it. The website reserves the right to modify these General Terms and Conditions by notifying Users of this through the corresponding notices on the website, so that Users are aware of its content from the outset.

2.2 As a User, you declare you are of legal age and/or have the legal capacity to act and be bound by these General Terms and Conditions. The user also expressly, fully, unreservedly and without exception agrees that access and use of this website, of its services and the contents of these services are under the user's sole and exclusive responsibility.

3. Website Content.

3.1 Simply by visiting the website the User agrees, is aware of and accepts that the data and information about products or services, and any other data and information contained on the website appear solely and exclusively for informative purposes, as information of a preliminary nature that is placed at the disposal of the User, and that at any given moment may contain errors, inaccuracies or be outdated.

3.2 lyntia reserves the right to modify, at its discretion and unilaterally, at any time and without prior notice, the settings of the website, as well as the content and range of the Services. Likewise, lyntia reserves the right to introduce new Services and content on the website, as well as the right to remove, limit, suspend or prevent access to the Services, whether temporarily or permanently, whenever there are grounds for this pursuant to these General Terms and Conditions.

4. Protection of Personal Data

You can read our Privacy Policy [here](#)

5. Cookies

You can read our Cookies Policy [here](#).

6. General representations and warranties.

6.1 lyntia represents and warrants that the website currently has the necessary technology (software and hardware) to allow access to and use of it. However, lyntia is not liable for the potential existence of viruses or other harmful elements, introduced by any means or by any third party that may produce alterations in the User's computer

systems or for the harmful consequences that they may produce in the User's computer systems.

The User fully accepts the foregoing and agrees to use the utmost diligence and prudence when accessing and using the Services offered through the website. In particular, although not exclusively, the User must observe the security recommendations shown on the website.

6.2 The User accepts that the website has been created and developed in good faith by lyntia with information from internal and external sources and offers it to Users in its current state, although it may contain falsehoods, inaccuracies, relevant omissions, inaccuracies or misprints. Accordingly, lyntia in no way guarantees the veracity, accuracy, topicality or completeness of the website contents. Therefore, the User exonerates lyntia from any liability concerning the reliability, usefulness or false expectations that the website could produce or generate when browsing the website.

6.3 The User guarantees that any activities carried out through the website will be adapted to the law, morality, generally accepted good customs and public order, and that in no case will they be offensive to the good name and commercial image of lyntia, to Users of the website or to third-party service providers. Specifically, the User agrees to use the Services properly and diligently, and to refrain from using them for unlawful purposes or effects prohibited in these General Terms and Conditions, detrimental to the rights and interests of third parties, or that could otherwise damage, render useless, overload or deteriorate these Services, the IT equipment of third parties as well as the documents, files and all kinds of contents stored on their IT equipment, or prevent the normal use or enjoyment of the Services by third parties.

6.4 In particular, and for merely illustrative purposes, **the User agrees not to use the Services for the purpose of** (i) phishing; (ii) infringing fundamental rights and public freedoms recognised in national regulations and in the international treaties or agreements and, specifically, not harming the honour, personal privacy, image or ownership of third-party goods and rights; (iii) inciting or encouraging actions that are criminal, denigrating, defamatory, offensive or, in general, contrary to law, morality, generally accepted good customs or public order; (iv) inducing or promoting discriminatory acts or ideas on the grounds of race, sex, ideology, religion or beliefs; (v) incorporating, making available or permitting access to products, elements, messages and/or services that are criminal, violent, pornographic, offensive or, in general, contrary to law, morality or public order; (vi) infringing the intellectual or industrial property rights belonging to third parties; (vii) infringing the regulations on the secrecy of communications, the regulations on advertising and/or the regulations on unfair competition; (viii) transmitting, intentionally or through negligence, emails, programs or data (including viruses and malware, that cause or could cause harm or loss at any level to the IT systems of lyntia or of other Users or third parties, as well as falsifying the source of the email or of other material contained in a file that is transferred through the website; (ix) using the information contained on the website for the purpose of direct sale or for any other kind of purpose, and (x) sending spam to a large or small group of persons, irrespective of the purpose

7. General Exclusion Clause

7.1 lyntia in no way represents or warrants, either explicitly or impliedly, regarding the operation of the website or the information, content, software, materials, or products included therein to the extent permitted under applicable legislation. Furthermore, lyntia is exonerated from providing any guarantees, whether explicit or implied, including, among others, the implied guarantees of suitability for a specific purpose. lyntia will not be liable for harm or loss of any kind that may arise from the use of this website, including, among others, direct and indirect harm.

7.2 lyntia is not liable for any direct or indirect harm or loss that may arise from the interruption of the Service by the website as well as website continuity. Likewise, lyntia is not liable for any possible errors or security deficiencies that may occur due to use, by the User, of a browser version that is outdated or that is not secure, as well as due to activation of devices used to store User ID codes or passwords recorded on the browser, or causes harm, error or inaccuracy that may arise from malfunction of the browser.

7.3 lyntia refutes all liability for the legality, content and quality of the products and services offered and/or marketed by third parties through the website.

7.4 lyntia does not give guarantees of any nature, whether express or implied, with regard to the information that is transmitted, distributed, published or stored on the website, or for the use that Users, their employees or third parties make of the website. Furthermore, lyntia will not be held liable with regard to the incapacity of any User or for any phishing carried out by a User.

7.5 In the event of liability affecting lyntia, this party will only be liable for harm and loss that it effectively and

directly causes, and this will in no circumstances include compensation for loss of earnings.

7.6. The user will be liable for harm and loss of any kind that lyntia may suffer as a direct or indirect consequence of breach by the User of the Terms of Use.

8. Hypertext links to the website.

8.1 The Users or the owners of other websites that intend to create a hypertext link ("link") to the website must abide by and commit themselves to the rules of lyntia concerning online links. These rules consist of (i) not establishing links to pages or subpages other than the home page of the website; (ii) not establishing links that allow the full or partial reproduction of the pages of the website home page; (iii) not making false, inaccurate, incorrect statements next to the link that may lead to error or confusion or that, in general, are contrary to the law, morality or good customs; (iv) not including any trademark or sign susceptible to protection other than the URL address of the website, and (v) not establishing links with pages containing content, declarations or propaganda of a racist, xenophobic, pornographic nature, or that advocate terrorism or represent an attack on human rights and that, in general, could in any way be detrimental to the good business name or the image of lyntia or its clients. In any case, the inclusion of links to the website by other websites does not imply that lyntia maintains links or association of any kind with the owner of the website where the link is established, or that lyntia in any way promotes, endorses, guarantees or recommends the contents of the websites.

8.2 The website may contain links to other websites not managed by lyntia. lyntia refutes all liability for the information contained on these websites that can be accessed through links or search engines of the lyntia website. The presence of links on the website is for informative purposes only. Accordingly, lyntia is neither liable nor warrants in any way, whether express or implied, regarding: (i) the marketability, suitability, quality, quantity, characteristics, source or origin, marketing or any other aspect of the products or services offered and sold through the website; (ii) direct, indirect or any other type of harm and loss that could be generated by the products or services offered, marketed, acquired, sold or provided through the website; (iii) the prices offered or agreed by Users with the suppliers; (iv) the transactions or operations carried out between them; (v) the successful outcome of such; (vi) the terms and conditions that they agree in their trading and Terms of Use, or the amendment thereof, compliance and execution, billing, method and means of payment and termination; (vii) the assurance of delivery of the products or provision of the Services; (viii) the information that may be exchanged between them; (ix) the content and use of information, whether or not of a personal nature, that the entities require from the User to accept and to perform the operations; (x) the content and use of the personal information that lyntia transfers to the entities for the sole and exclusive purpose of complying with the business relationship initiated or created; (xi) or of the advertising that Users may make use of, or of the use that Users may make of the distinctive signs of a third party or of their own.

8.3 All the contents of the website (including, without limitation, databases, images and photographs, patents, utility and industrial models, drawings, graphics, text, audio, video files and software) are the property of lyntia or content providers. In the latter case, they are subject to a licence or transfer by the content providers, and are protected by national or international intellectual and industrial property regulations. The compilation (understood as the putting together, design, arrangement and assembly) of all the website content is the exclusive property of lyntia and is protected by national and international industrial and intellectual property regulations.

8.4 All software used in the design of the screens, browsing, use and development of the website is the property of lyntia or its software suppliers and is protected by national and international industrial and intellectual property laws.

8.5 The trademarks, signs, distinctive signs or logos of lyntia that appear on the website are owned by this party and are duly registered or in the process of being registered. The names of other products, Services and companies that appear in this document or on the website may be trademarks or other registered distinctive signs of their respective and legitimate owners.

8.6 All texts, graphics, videos or audio media are the property of lyntia or its content providers and cannot be further modified, copied, altered, transformed, reproduced, adapted or translated by the User or third parties without express authorisation from the owners of the contents.

8.7 The placing of the databases, drawings, graphics, images and photographs, text, audio, video files and software owned by lyntia or its suppliers that appear on the website at the disposal of Users for their use in no way implies the transfer of ownership or the granting of right of use in favour of the User other than the right to

use pursuant to the legitimate use in accordance with the nature of the website.

8.8 It is strictly prohibited to use the contents of the website, of the Services and, in general, of all the rights mentioned in the preceding paragraphs without authorisation from lyntia. This includes use, reproduction, dissemination, transformation, distribution, broadcasting through any means, subsequent publication, exhibition, public communication or total or partial representation that, should it occur, will constitute infringement of the intellectual property rights of lyntia, sanctioned under prevailing legislation.

9. User-generated content.

The website may allow the User to provide information or materials of different types for which the User will be the owner of all rights affecting the same. This is without prejudice to the granting of a licence to lyntia, worldwide, free of charge, non-exclusive, perpetual, irrevocable, transferable and without additional consideration to the User or third parties, to:

- Reproduce, distribute, transmit, represent, exhibit and communicate or make available to the public the work resulting from the submission.
- Exercise all trademark rights, advertising and other intellectual property rights related to the user's submission.
- Use the name of the User, photograph, portrait, image, voice or biographical information provided by the User to send communications of interest for the contractual relationship by and between the User and lyntia.

In the event that the User does not wish to assign such rights, they must refrain from sending any submission or content to lyntia or the website

10. Force majeure.

For the purposes of these General Terms and Conditions and for merely illustrative purposes, force majeure will be understood as (i) any event that is impossible to anticipate or, even if it had been anticipated, was inevitable; (ii) failure to gain access to the different websites; (iii) power cuts or telephone line malfunctions; (iv) harm caused by third parties or attacks on the website server (viruses) that affect the quality of the Services and that are not attributable to lyntia or the User; (v) failures in the transmission, dissemination, storage or making available to third parties of the databases and other website contents, and, (vi) the problems or errors in receiving, obtaining or gaining access to the website or the Services by these third parties.

11. Suspension of access to the website and the Services.

11.1 lyntia endeavours to maintain the continued uptime of the website. However, any type of testing, control and maintenance operation will be freely chosen and performed by lyntia at any time, irrespective of the procedures and means used to carry them out. lyntia endeavours, whenever reasonably possible, to notify Users by means of a website notice of the performance of a maintenance operation or other activity that could affect the website.

11.2 lyntia reserves full freedom to modify the transmission, tracking or other media capabilities or technical Services used to access or use the website.

11.3 lyntia may temporarily or permanently suspend the Services, without being liable to the User for any kind of compensation, when any of the following circumstances occur: (i) whenever it is necessary to perform maintenance work; (ii) whenever it is necessary to preserve the integrity or security of the Services provided, equipment, systems or networks of lyntia or third parties, provided that these affect or could affect the Services; (iii) whenever it is justified through its own or third-party operational reasons that affect the provision of the Services; (iv) whenever there is a cause of force majeure, lyntia endeavours to keep the User informed about the suspension and the grounds for this, whenever possible.

12. Termination.

12.1 Any of the parties may consider these General Terms and Conditions terminated in the event of non-compliance with any of the obligations established in this document, provided the breach is not rectified within a deadline of thirty (30) days from the date of written notification of the breach unless, due to its seriousness, it cannot be remedied.

12.2 lyntia may also terminate the Terms of Use without prior notice to the User when: (i) it becomes aware of the performance by the User of any unlawful activity through the Services; (ii) the User has breached any of

the essential obligations, pursuant to these General Terms and Conditions; and in the event of infringement of or challenge against the intellectual and industrial property rights of the website. All the foregoing is without prejudice to the exercise of whatsoever legal actions as may correspond in the defence of its interests.

13. Nullity and ineffectiveness of clauses

Should any clause of these General Terms and Conditions be declared totally or partially null or ineffective, this nullity or ineffectiveness will only affect the provision, be it full in or in part, that is null or ineffective, and the remaining General Terms and Conditions will remain in force, whereby the affected provision or part thereof will not be included, unless the null or ineffective clause has a comprehensive effect on all of the General Terms and Conditions.

14. Law applicable to the contract and applicable jurisdiction.

14.1 These General Terms and Conditions will be interpreted and construed in accordance with Spanish law.

14.2 Any dispute arising from the existence, access, use or content of the Terms of Use will be ruled on by the Courts of the User's domicile in Spain.