

## HUTOMA WEBSITE GENERAL TERMS AND CONDITIONS

These terms (“Terms”) establish the Agreement between **Hutoma, Ltd.** (‘Hutoma, ‘we’ or ‘us’), located at Carrer de Sancho de Avilla, 133, 08018, Barcelona, Spain, [hello@hutoma.com](mailto:hello@hutoma.com), Company registration number B66794173 and you, the legal or natural person (hereinafter the ‘User’, ‘You’ or ‘Your’) in accessing [www.hutoma.com](http://www.hutoma.com) or [www.hutoma.ai](http://www.hutoma.ai) (The ‘Website’).

**Entire Agreement.** This Agreement includes these Terms and Conditions and any attachment hereto, including without limitation the Hutoma Privacy Policy [www.hutoma.com/privacy.pdf](http://www.hutoma.com/privacy.pdf) and Cookies Policy [www.hutoma.com/cookiepolicy.pdf](http://www.hutoma.com/cookiepolicy.pdf).

### 1. Use of the Website

The Website can be accessed by any users free of charge. By accessing and using the Website you agree to the following Terms, however, these Terms do not apply to the access and use of the Hutoma online services for which you must register and accept the Hutoma Subscription Agreement. These Terms apply in full force and effect to your use of the Website and by accessing and using the Website you hereby expressly agree to all the terms contained herein. If you do not agree with the Terms of the Website, you must not access nor use the Website.

### 2. General Intellectual Property

All rights of intellectual property on any contents of this Website Trademarks, are owned by the Hutoma or its licensors and are protected by national and international laws. Such rights are reserved in favour of Hutoma and / or its licensors. Access to and use of our web-based services and content does not imply any transfer of all or part of these rights to you. Any reproduction, copying, publication, distribution, modification, transformation, removal, handling, and any other use, with or without profit, all or part of this Website or any of its contents, without the prior express written permission of Hutoma constitutes infringement and is expressly prohibited.

### 3. Protection of Personal Data (Privacy Policy)

Personal data will be processed in accordance with Hutoma Privacy Policy [www.hutoma.com/privacy.pdf](http://www.hutoma.com/privacy.pdf)

### 4. Cookies

We use cookies in accordance with our Cookies Policy [www.hutoma.com/cookiepolicy.pdf](http://www.hutoma.com/cookiepolicy.pdf).

### 5. Contacts

By sending us an email ([hello@hutoma.com](mailto:hello@hutoma.com)) you agree to receive emails relating to the Website and the services of Hutoma. We will not provide your email to any third party (unless expressly authorized by us). We may contact you to send requests for information or communications regarding potential contracting, or as otherwise required by law.

### 6. Representations and Warranties

**The Website is provided on an 'as is' basis without any warranties of any kind, express or implied. Hutoma, to the fullest extent permitted by law, disclaims all warranties, including, but not limited to, the warranties of merchantability, title, non-infringement of third parties' rights, and fitness for particular purpose. Hutoma makes no warranties about the accuracy, reliability, completeness, or timeliness of the site.**

**Without limitation on the foregoing: (i) Hutoma does not warrant that the site will operate error-free or that the site and its servers are free of computer viruses or other harmful mechanisms. If your use of the site results directly or indirectly in the need for servicing or replacing equipment or**

**data, Hutoma is not responsible for those costs.**

#### **7. Limitation of liability**

**You assume all responsibility and risk for your use of the Site. To the extent permitted by law, in no event shall Hutoma or any of its officers, directors, shareholders, employees or affiliates, be liable for any indirect damages whatsoever (including, without limitation, incidental and consequential damages, loss of profits, or damages resulting from loss of data, loss of employment opportunity, or business interruption) resulting from or arising under or in connection with the use or access to, or the inability to use or access, any Website and/or any document or data on the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not Hutoma is advised of the possibility of such damages.**

#### **8. Severability**

If any provisions of this Agreement are found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect.

#### **9. Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other terms.

#### **10. Modifications**

Hutoma retains the right to change at any time the structure of the Website, as well as these terms and conditions. Changes to these terms and conditions come into force seven (7) days after the amended terms and conditions have been posted on the Website. You should always visit these Terms on the Website in order to be up to date on the applicable terms and conditions. If at any time you find the terms and conditions unacceptable, you shall stop using the Website.

#### **11. Third Party links**

Hutoma contains links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by Hutoma of the contents on such third-party websites. Hutoma is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

#### **12. Governing Law and jurisdiction**

Insofar possible these terms and conditions shall be governed by the laws of the Spain, without respect to its conflict of laws principles. The parties expressly agree that any conflict which may arise in relation to the interpretation or performance of this Agreement will be submitted exclusively to the ordinary courts of Barcelona, Spain regardless of any other jurisdiction or court to which the parties may be entitled to submit such conflict. European users may also submit disputes online to an alternative Dispute Resolution (ADR) entity via the European Online Dispute Resolution Platform available at <http://ec.europa.eu/consumers/odr/>.

#### **13. Contact**

You can contact us by email at [hello@hutoma.com](mailto:hello@hutoma.com), or by phone +34 605 449 197.

Version 1.0

Date: Feb 21<sup>st</sup>, 2017