



## TERMS OF SERVICE

TERMS-OF-SERVICE\_EN(Rev-A)

### Acceptance of Terms of Service

These Terms of Service ("Terms") provide you and Oliva Torras USA, Inc. with certain rights and obligations and govern your access and use of the Website (and any content, functions or services offered through the Website. Additionally, the Website is governed by the Oliva Torras USA, Inc. Privacy Policy ("Privacy Policy") where we disclose how we may use information about you collected by the Website. The Privacy Policy is hereby incorporated by reference into these terms.

Please read these Terms and the Privacy Policy carefully. By using the Website, you agree to be bound by these Terms and the Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. If you do not agree to these Terms or the Privacy Policy, you must not access the Website.

### Changes to Terms of Service;

#### Updates to the Website

We may revise and update these Terms from time to time in our sole discretion. Notification of changes to these Terms will be given by publishing a revised version of these Terms on the applicable service to which these Terms are maintained. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. If you continue to use the Website after we post revised or updated Terms, then you will be deemed to have accepted and agreed to the changes. You should check this page from time to time so you are aware of any changes, as they are binding on you. Your continued use of the Website after any modification(s) will be deemed your acceptance of these Terms as modified. If you do not agree to these Terms as modified, do not use the Website. Oliva Torras USA, Inc. is not obligated to maintain the Website or any data posted or otherwise uploaded to the Website, and we may alter or terminate the Website at any time.

We may, in our sole discretion, for any reason or no reason, with or without notice, change, modify, restrict, limit, discontinue, cancel, or terminate any feature or element of the Website. Changes may be made, for example, to develop and provide software updates, which may include upgrades, fix defects, improve security, and/or to add, modify, or remove features (collectively, including related documentation, "Updates") or to corrected any errors, inaccuracies, or omissions on the Website, which may relate to service descriptions, pricing, and other features or content included in or accessible through the Website.Prices, promotions, discounts, and availability are subject to change without prior notice.

You agree to allow us to remotely make software and firmware Updates in accordance with your device settings. To the extent we are unable to automatically provide Updates, you agree to promptly download and install all Updates and acknowledge and agree that certain features or functionality or portions thereof may not properly operate should you fail to do so. All Updates are subject to these Terms.



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### Use Limited to U.S. Residents 18 and Over

The Website is offered and available to users who 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Product Depictions

The depictions of products on the Website are for general information purposes only. Since we continually strive to improve product offerings on the Website, actual products may differ and prices, specifications and features are subject to change without notice. Please check with Oliva Torras USA, Inc. for the latest information concerning any particular Oliva Torras USA, Inc. product.

The Website may also contain images, videos, blog posts and other resources which comment upon, depict or express opinions concerning Oliva Torras USA, Inc. products and their features, components, appliances and the like. If provided, such content is intended for demonstrative or general informational use only and are intended only for use in conjunction with reading the applicable product Owner's Manual(s). You should always rely first upon the applicable owner's manuals and other official publications from Oliva Torras USA, Inc.

### Our Intellectual Property Rights

#### Website Content and License Grant

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) (the "Website Content"), are protected by applicable United States and other intellectual property laws and are owned by us or are used by us under a license or with permission.

Subject to these Terms, we grant to you a terminable, limited, non-exclusive, and non-transferrable right (without the right to sub-license) to view, copy, print and use the Website Content for your own personal, non-commercial use only on a device that you own or control; provided, however, that: (1) you use the Website Content solely for informational and noncommercial use; (2) no Website Content is modified in any way; (3) no graphics available from the Website are used, copied or distributed separately from accompanying text or separate from any copyright, trademark or other proprietary notice; and (4) the Website Content is not used in any manner which is unlawful, which is likely to be misleading or to deceive, or which infringes on the our rights or those of our affiliates or licensors or any third party. You may not publish, copy, distribute, modify, reproduce, or use the Website Content, in whole or in part, for any purpose not authorized by these Terms without our express written consent. This license may be terminated in our sole discretion, for any reason or no reason, with or without notice.



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Individual works (documents, writings, photos, videos and the like) made available on the Website may be subject to additional and different copyrights, trademarks and/or licenses.

### Trademarks

OLIVA TORRAS USA, INC.<sup>®</sup>, the configuration and appearance of Oliva Torras USA, Inc., product brand names and all other trademarks, trade dress, slogans and logos (collectively, "Marks") appearing on the Website are owned or used pursuant to license by Oliva Torras USA, Inc. and/or its affiliates. The unauthorized use of these Marks is strictly prohibited, and you agree that you will not use these Marks in any way that suggests affiliation with, sponsorship by, or approval by us without our express, written permission. Please contact our Marketing Department if you have questions regarding the Marks or if you wish to be considered for a license.

### Rights Reserved

The Website is licensed, not sold, to you. No right, title or interest in or to the Website, Website Content or any Mark(s) is transferred to you, and all rights not expressly granted are reserved by us and you do not acquire any other rights with respect to the Website unless expressly granted in accordance with these Terms. Any use of the Website, Website Content or any Mark(s) not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

The Website, Website Content, any Mark(s), and all worldwide intellectual property rights therein (including copyrights, trademarks, patents, database rights, and trade secrets) are owned by Oliva Torras USA, Inc., its licensors, or otherwise by their respective owners.

### Open Source Software

The Website may contain or be used in connection with content or software subject to open source or free software licenses ("Open Source Software"). The Open Source Software is not subject to the terms and conditions of these Terms. Instead, Open Source Software is subject to the terms of the end user license which accompanies such software. Nothing in these Terms limits your rights under, or grants you rights which supersede, the terms and condition of any Open Source Software end user license which may apply.

### Lawful Use of Website

You agree to use the Website only for its lawful intended purposes and in accordance with these Terms. You agree not to use the Website to:

- Send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- Impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or identities associated with any of the foregoing).

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- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any automatic device, process or means including without limitation "robots," "spiders," "offline readers," etc., to access the Website for any purpose.
- Use any manual or automatic process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- In any manner which may violate or infringe upon the intellectual property rights (including trademark, trade secret, copyright, and/or right of privacy or publicity) of any other person.
- Make unauthorized copies or distribute or disclose any part of the Website in any medium.
- Modify, adapt, or otherwise create derivative works or improvements.
- Reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or gain access to the source code.
- Remove, alter, or obscure any copyright, trademark, patent, or other intellectual property rights notices.
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Website or any features or functionality of the Website, to any third party for any reason, including by making the Website available on a network where it is capable of being accessed by more than one device at any time.
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Website.
- Attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers hosting the Website.
- Take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
- Upload invalid data, viruses, worms or other software agents through the Website.
- Collect or harvest any personally identifiable information, including account names, from the Website.
- Access the Website through any technology or means other than those authorized by the Website.
- Stalk, harass, bully or harm another individual.
- In any other way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).

### Copyright Infringement

#### Notices of Copyright Infringement

We will respond promptly to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials from the Website by submitting written notification to our designated Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of

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the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- An identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- An identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is the Oliva Torras USA, Inc. Digital Marketing and SEO Specialist at [otusasales@olivatorras.com](mailto:otusasales@olivatorras.com) or:

Oliva Torras USA, Inc.

Attn: DMCA Agent / Marketing

Haltom City, TX 76117, (USA)

5901 Eden Dr

If you fail to comply with all of the requirements, your DMCA Notice may not be effective.

Please be aware that if you knowingly or materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

### **Accessing the Website and Account Security**

We do not require payment to access the Website. However, Internet, data, connection and other fees charged by your service providers may apply. You are responsible for making all arrangements and bearing all costs necessary for you to have access to the Website.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information and create an account (“Account”). When registering for your Account, you may be required to provide certain information about yourself as prompted. Please read our Privacy Policy for more information on how we collect and use your information.

It is a condition of your use of the Website that all information you provide to us via the Website, including but not limited to any contact information or registration information, is truthful, accurate, and up-to-date.

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You agree to maintain the accuracy of your account information and to inform us promptly of any changes to your information, including but not limited to any changes to your email address. You agree that all information you provide via the Website, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. We are not liable for any loss or damage arising from your failure to comply with these requirements. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Failure to protect your user name, password, and other credentials may allow others to access your personally identifiable information. We will never ask you for your password. We have final discretion in granting accounts and reserve the right to reject users without explanation. We further have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send e-mails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.



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- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our sole discretion.

### **Geographic Restrictions**

The owner of the Website is based in the state of Texas in the United States. We provide the Website for use only by persons located in the United States and Canada. We make no representations or warranties that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer Concerning Information Provided;**

### **Disclaimer of Warranties**

Your use of the website, its content and any services or items obtained through the website is at your own risk. The website, its content and any services or items obtained through the website are provided on an “as is” and “as available” basis, with all faults and defects without warranty of any kind, without any warranties of any kind, either express or implied. Information accessible through the website is provided for informational purpose only and for your convenience. The website is only acting as a repository of information. Your use or reliance on information provided on the website shall be at the your own risk and sole responsibility. Neither Oliva Torras USA, Inc., Nor any person associated with oliva torras usa, inc. Makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, validity, legal status or availability of the website, its content or any services or items obtained through the website.

Without limiting the foregoing, neither Oliva Torras USA, Inc., Nor anyone associated with oliva torras usa, inc. Represents or warrants that the website, its content or any services or items obtained through the website will be accurate, reliable, error-free, virus-free or uninterrupted, that defects will be corrected, that the website or the server that makes it available are free of viruses or other harmful components or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.





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To the maximum extent permitted under applicable law, Oliva Torras USA, Inc., on its own behalf and on behalf of its parents, subsidiaries, and affiliates, and their respective officers, directors, employees, agents, operators, and owners, expressly disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to all implied warranties of merchantability, title, suitability, availability, accuracy, reliability, completeness or timeliness of oliva torras usa, inc. Content, non-infringement and fitness for particular purpose.

Representations published within the website do not constitute an express warranty with respect to any product you may purchase. You should verify that a representation applies to the product that you may wish to purchase before making your purchasing decision.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

### **Limitation on Liability**

To the fullest extent permitted by applicable law, in no event will Oliva Torras USA, Inc., its parents, subsidiaries, affiliates, licensors and service providers, or its and their respective shareholders, officers, directors, employees, contractors, agents, licensors, suppliers, successors or assigns be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website (including any content provided on the website by you or any third party), any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, cost of substitute goods or services, business interruption, computer failure or malfunction and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

### **Indemnification**

By using the Website, you agree to defend, indemnify and hold harmless Oliva Torras USA, Inc., its parents and its affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all liabilities, losses, claims, judgments, damages and expenses (including reasonable attorneys' fees and costs) arising out of your use of the Website; your failure to use the Website; your submission and/or use of User Content; your breach or alleged breach of these Terms of Service; and/or your violation or alleged violation of the patent, trademark, trade secret, copyright, likeness, right of privacy or publicity or other intellectual property or other rights of any other person(s). Oliva Torras USA, Inc. reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. In such case, you will agree to cooperate in Oliva Torras USA, Inc.'s defense of the claim. This indemnification obligation will survive termination of these Terms and your use of the Website.

### **Disclaimer of Endorsement**





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Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by Oliva Torras USA, Inc.. The views and opinions of authors expressed herein do not necessarily state or reflect those of Oliva Torras USA, Inc. and shall not be used for advertising or product endorsement purposes.

### **Governing Law and Jurisdiction**

The validity, interpretation, and performance of these Terms shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms, the Privacy Policy and/or the Website shall be instituted exclusively in the state courts of Haltom City County, Texas and/or the United States District Court for Texas, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

In the event of a dispute between the parties (including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination), Oliva Torras USA, Inc. and you agree to submit the matter to final and binding arbitration before an arbitrator mutually acceptable to the parties located in the State of Indiana. If the parties are unable to agree upon an arbitrator, each party will select a qualified arbitrator and the two arbitrators selected will select a third arbitrator to serve as arbitrator of the dispute. While the arbitrator need not be an AAA affiliated arbitrator, the arbitration procedure will be governed by the AAA Commercial Rules. The arbitrator shall enter a final and binding ruling as to the resolution of the dispute.

### **Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these terms of service or the website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

### **Waiver and Severability**

No waiver by Oliva Torras USA, Inc. of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Oliva Torras USA, Inc. to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.



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If two or more provisions of these Terms are deemed to conflict with each other's operation, Oliva Torras USA, Inc. shall have the sole right to elect which provision remains in force.

### **Unauthorized Use or Access**

The use of the Website may be monitored for security purposes. Any unauthorized access to the Website, any attempt to damage or interfere with the operations of the Website, or any attempt to undermine Oliva Torras USA, Inc.'s legitimate business purposes is prohibited and is subject to criminal and civil penalties under the Federal Laws of The United States.

### **Electronic Communications**

Communications between you and us use electronic means, whether we communicate with each other via the Website, social media, e-mail, or text message. For contractual purposes, you (1) consent to receive communications from us in an electronic form (including via email to the email address associated with your Account) and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that we provide to you or posts on the Website satisfy any legal requirement that such communications would satisfy if they were in writing. We will only send you text messages when we have received your consent.

Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your Account or administrative notices regarding the Website, as permitted under the CAN-SPAM Act. The foregoing does not affect your statutory rights.

### **Force Majeure**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, pandemics, epidemics, national emergencies, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

### **Assignment**

You may not assign your rights and/or obligations under these Terms to any other party without our prior written consent. We may assign our rights and/or obligations under these Terms to any other party at our discretion.

### **Termination and Cancellation**

We may terminate or suspend your Account and/or your access to all or part of the Website at our sole discretion for any or no reason, including without limitation, any violation of these Terms, with or without notice. If you wish to terminate these Terms, you are solely responsible for following proper termination procedures. Stop all use of the Website and permanently delete data procured from the Website that you have downloaded. We may, but are not obligated to, delete or destroy User Content you have posted at any time, including immediately upon termination of these Terms. All provisions of these Terms which by their



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nature should survive termination shall survive termination, including, without limitation: ownership provisions; warranties you provide; disclaimers or limitations of warranties; obligations to defend, indemnify and hold harmless; limitations of liability; and the licenses, permissions, and releases you have granted to Oliva Torras USA, Inc..

### **Additional Terms**

These Terms, the Privacy Policy and any additional terms to which you agree when using particular services on the Website constitute the sole and entire agreement between you and Oliva Torras USA, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

### **Questions, Comments or Concerns**

The Website is operated by Oliva Torras USA, Inc., Haltom City, TX 76117, (USA) 5901 Eden Dr.

All notices of copyright infringement claims should be sent to the copyright agent as set forth above.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [otusasales@olivatorras.com](mailto:otusasales@olivatorras.com).

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