

TERMS OF USE

These Terms of Use regulate the use of the website hosted under the domain name <https://beyondcampus.es> and of the application named as Beyond Campus (hereinafter the “**Website**” and/or the “**Application**”) that BEYOND CAMPUS, S.L. (hereinafter, “**BEYOND CAMPUS**”) makes it freely available to its users (hereinafter, “**Users**” or “**Clients**”).

The access to the Website and the Application involves the knowledge, understanding and acceptance, necessarily and without reservation, of the conditions stipulated in these Terms of Use. Therefore, it is recommended that Clients carefully read these Terms of Use, as well as the messages, instructions or warnings that are communicated to them while they are browsing through the Website, while they must comply with all of them. If Clients disagree with these stipulations, they should not use the Website or the Application.

BEYOND CAMPUS reserves the right to modify or update the Terms of Use at any time and without prior notice, for regulatory requirements, for technical reasons, for changes in the services offered by BEYOND CAMPUS or for strategic decisions of the company or group to that belongs, by modifying or updating the text accessible to Users in these Terms of Use, so it is recommended that Users periodically review it. If the Users are not satisfied with the changes, they must stop using the Website or the Application and unsubscribe as a Client. The use of the Website after making the changes will mean the acceptance of the same by the Users.

Services

BEYOND CAMPUS, through its Website or the Application, will provide the following services:

- Offer the Clients a residence search service for graduate students.
- Facilitating the rental of real estate for graduate students.
- Help in adapting to the new environment of graduate students.
- Facilitating the access to auxiliary services for the day to day of graduate students.

Likewise, BEYOND CAMPUS may create or add other services and functionalities that it considers of interest to Clients.

Duties of the Users

Users undertake to make appropriate and lawful use of the Website and the Application, in accordance with the applicable legislation and these Terms of Use.

Users must be over 18 years of age to access the Website or the Application.

Clients must refrain from:

- Make an unauthorized or fraudulent use of the Website;
- Access or attempt to access restricted resources of the Website or the Application;

- Use the Website or the Application for illicit purposes, illegal, contrary to the provisions of these Terms of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable or overload or prevent normal use or functioning;
- Causing damage to the Website, the Application or the systems of its suppliers or third parties;
- Introduce or spread computer viruses or any other physical or logical systems that are likely to cause damage to BEYOND CAMPUS systems, its suppliers or third parties;
- Trying to access, use and/or manipulate the data of BEYOND CAMPUS, third-party providers and other Users;
- Reproduce, copy, distribute, transform or modify the contents, allow access to third parties through any form of public communication, unless you have the authorization of the owner of the corresponding rights or it is legally permitted;
- Obtain or try to obtain the contents using means or procedures different from those that, according to the cases, have been put at your disposal for this purpose;
- Attempt to access and/or use the email accounts of other Clients and / or modify or manipulate their messages; and
- Clients will not transmit their username and password to unauthorized third parties and must immediately notify BEYOND CAMPUS of access by a user not authorized to such authorization.

Clients agrees to provide the necessary information so BEYOND CAMPUS can carry out the Services of the Website or the Application.

Limitation of the liability

BEYOND CAMPUS does not guarantee the availability and continuity of the functioning of the Website or the Application. Consequently, BEYOND CAMPUS will not be responsible in any case for any damages that may arise from:

- The lack of availability or accessibility to the Website or the Application;
- The interruption in the functioning of the Website, the Application or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centres, in the Internet system or in other electronic systems, produced in the course of its operation;
- The veracity, integrity or updating of the information that is not of own elaboration; and
- Other damages that may be caused by third parties through unauthorized interferences beyond the control of BEYOND CAMPUS.

BEYOND CAMPUS does not guarantee the absence of viruses or other elements on the Website or the Application introduced by third parties outside BEYOND CAMPUS that may cause alterations in the Client's physical or logical systems or in the electronic documents and files stored on their systems. Consequently, BEYOND CAMPUS will not be responsible in any case for any damages of any kind that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents or files of the Client.

BEYOND CAMPUS does not guarantee that unauthorized third parties cannot know the conditions, characteristics and circumstances in which Users access the Website. Consequently, BEYOND CAMPUS will not be responsible in any case for any damages that may arise from such unauthorized access.

By accepting these Terms of Use, Users declare that they will hold BEYOND CAMPUS harmless against any claim against it, its parent company, directors, partners, employees, lawyers and agents arising from the breach by Users of any provision contained in these Terms of Use or any law or regulation applicable thereto of the breach or violation of the rights of third parties.

Third-parties links

BEYOND CAMPUS does not control the content of other sites from which you can access this Website or the Application or which it allows to access through different links. Therefore, BEYOND CAMPUS is not responsible for the information contained therein or for any effects that may arise from such information. BEYOND CAMPUS makes such links available to Clients, for the comfort and convenience of these, an action that in no case can be interpreted as the approval or sponsorship, by BEYOND CAMPUS, of the contents of said Websites. BEYOND CAMPUS does not offer any guarantee, express or implicit, about the veracity, property, validity or legality of any of the linked sites and their content.

Compensation

In the event that BEYOND CAMPUS, the companies of its group, its suppliers or any other person involved in the creation, production and distribution of this Website suffer any type of damages, losses or costs (including attorneys' fees and solicitors that would have been necessary) as a consequence of a breach by Users of these Terms of Use, those will be obliged to compensate in full the damages caused. The foregoing shall apply, in particular, but without being limited to, the cases in which, as a consequence of the breaches of the Users, there will be claims by third parties against BEYOND CAMPUS or any of the companies in its group. The Users will hold BEYOND CAMPUS and the companies of its group harmless, who may claim any expense, cost, damage or prejudice that may have been derived from their actions.

Intellectual and industrial property

The Website and the Application belong to BEYOND CAMPUS. Its contents (including, but not limited to, its source code, trademarks, images, icons, designs, and general presentation) are protected, in accordance with Spanish, EU and international regulations, by copyright, trademarks and other rights of intellectual and industrial property owned by BEYOND CAMPUS, of its group companies or of third parties. Access to this Website does not confer in any case, nor can it be construed as authorization or license of any kind on such content and rights.

Likewise, certain trade names, brands, logos, slogans and other materials displayed on this Website are duly registered in the name of BEYOND CAMPUS or other entities. Clients are not

authorized to use any of these elements, whose ownership will remain, in any case, under the ownership of BEYOND CAMPUS or those entities.

It is expressly prohibited any act of reproduction, distribution, transformation or public communication, as well as any type of assignment, of all or part of the content of the Website and / or, in general, any act of exploitation of all or part of the contents (images, texts, design, indexes, forms, etc.) as well as the possible databases that the Website may contain and any object that may be protected according to current legislation, especially in accordance with intellectual property regulations.

In particular, Users may not, under any circumstances, exploit or commercially use, directly or indirectly, in whole or in part, any of the contents that make up the Website or the Application, as well as modify, copy, distribute, transmit, expose, publicize, sell and / or grant licenses of any content of the Website or create works that derive from them, without the prior written consent of BEYOND CAMPUS and, if applicable, also of its owner. Any authorization or license on the Website and its content does not imply, under any circumstances, the waiver, transfer or assignment, total or partial, of any of the aforementioned rights.

Clients may, from time to time, print copies of the individual pages of this Website, provided they do so for their personal, non-commercial use, and maintaining, without alterations, the signs referring to copyrights, trademarks, and any other identification. concerning the rights of BEYOND CAMPUS or third parties. The realization of any other kind of copy, either in electronic format, in paper or other form, is completely prohibited.

BEYOND CAMPUS reserves, expressly, how many civil and criminal actions, under Spanish and foreign legislation may correspond as a consequence of the violation of the peaceful possession and / or unauthorized use of their industrial and intellectual property rights.

Data protection

The navigation and the use of certain services on this Website may require Users to provide personal data. BEYOND CAMPUS processes this type of information complying with the applicable legislation, in accordance with its [Privacy Policy](#) that is part of these Terms of Use.

Notifications

BEYOND CAMPUS will be able to make the appropriate notifications through the email address provided by the Clients.

Safeguard and interpretation

These Terms of Use constitute an agreement between each of the Clients and BEYOND CAMPUS. If the competent authority declares any provision as illegal, invalid or unenforceable, it must be interpreted in the manner closest to the original intention of that provision. Such declaration with respect to one or several clauses will not prejudice the validity of the rest. The fact that BEYOND CAMPUS does not require strict compliance with any of the stipulations of

these Terms of Use does not constitute or be interpreted in any way as a waiver by you to demand strict compliance in the future.

Applicable law and jurisdiction

This Website, its contents and services, as well as the relations between the Clients and BEYOND CAMPUS are governed by Spanish Law, as well as these Terms of Use, which must in all cases be interpreted in accordance with it. For any question or controversy arising from this agreement, the parties, expressly waiving any jurisdiction that may correspond, agree to submit to the Courts and Tribunals of Madrid.