

APP ADAPTATION SERVICE. MOBILE
APPLICATIONS



TOM ECOFIT TOM TRS SANECOR AR EVAC+ adequa

Contents

PRIVACY POLICY.....	2
1.GENERAL INFORMATION.....	2
2.DATA PROTECTION POLICY	3
a) Accuracy and Currency of Data	5
b) Data Processing Activities We Perform.....	5
3. PRIVACY POLICY SECURITY	7
a) Applications Used by LEARNING.MOLECOR.COM.....	7
b) Permitted Uses and Restrictions.....	8
c) Minors.....	8
d) Push Notifications	8
e) Device Information.....	9
TERMS AND CONDITIONS OF USE	10
1. USER INTERACTION	10
1.1 The User acknowledges and agrees that:	10
1.2 User Obligations	10
1.3 The User agrees not to:.....	10
2. OPERATION.....	11
2.1 Scope of Application.....	11
2.2 Obtaining LEARNING.MOLECOR.COM via Digital Stores.....	11
2.3 APP cost.....	12
2.5 Uninstallation	12
2.6 User Account Cancellation	12
3. SUPPORT.....	12
4. THIRD-PARTY SERVICES	12
5. WARRANTY	13
6. USER PROFILES	13
6.1 User Registration	13
6.2 User Account Security	14
7. COOKIE POLICY	14
8. CODE OF CONDUCT	14
9. INTELLECTUAL PROPERTY (COPYRIGHT).....	15
10. UPDATES AND MODIFICATIONS	16
11. ARBITRATION AND APPLICABLE LAW.....	16



PRIVACY POLICY

This Privacy Policy informs about the processing that will be carried out by MOLECOR TECNOLOGÍA SL of the personal data collected through the mobile application LEARNING.MOLECOR.COM. Hereinafter, the APP may be referred to as the 'Platform'.

The use of the services of the LEARNING.MOLECOR.COM application is subject to the Terms and Conditions of Use described below. By using these services, you understand, acknowledge, and accept this Privacy Policy as well as the Terms and Conditions of Use.

It is advisable to carefully read the Privacy Policy and the Terms and Conditions of Use. For any questions or clarifications, you may contact MOLECOR TECNOLOGÍA SL via the following email address: formacion.industrial@molecor.com or by writing to the following address: CRTA. M206 TORREJÓN-LOECHES KM 3.1, 28890 LOECHES (MADRID).

This Privacy Policy and Terms and Conditions of Use will apply to the access and use of LEARNING.MOLECOR.COM, and/or to any features, content, tools, and services accessible in relation to the application. LEARNING.MOLECOR.COM reserves the right to change or modify any part of the Privacy Policy and/or the Terms and Conditions of Use or any service policy. Users of LEARNING.MOLECOR.COM will be informed in advance of any changes affecting this Privacy Policy and/or the Terms and Conditions of Use and/or the functionality of LEARNING.MOLECOR.COM . Any change or modification will become effective once published on LEARNING.MOLECOR.COM and/or within the LEARNING.MOLECOR.COM application.

The modifications that are notified to the User will be considered accepted if he continues to use the service. Therefore, it is his responsibility to frequently review these conditions and other applicable policies in order to be aware of the Privacy Policy and the Terms and Conditions of Use that apply to the service provided. Failure to accept the modifications will result in the loss of the right to use the LEARNING.MOLECOR.COM application, and the User must therefore stop using the Service.

1. GENERAL INFORMATION

IDENTIFICATION OF THE TREATMENTS RESPONSIBLE

In accordance with the Article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce (LSSI-CE), MOLECOR TECNOLOGÍA SL provides the following information:

- Company name: MOLECOR TECNOLOGÍA SL,
- ID/CIF: B84724921
- Professional Adress: CRTA.M206 TORREJON-LOECHES KM 3.1, 28890 LOECHES (MADRID)
- Telephone: 91133708
- EMAIL ADRESS: formacion.industrial@molecor.com



APP NAME:

LEARNING.MOLECOR.COM (Hereinafter, "APP")

LEARNING.MOLECOR.COM PURPOSE

LEARNING.MOLECOR.COM is an APP dedicated to employee's courses/training.

LEARNING.MOLECOR.COM CATEGORY

The APP shall be included in the category:

- **Others: training**

RECIPIENTS

LEARNING.MOLECOR.COM is intended for the following recipients:

- **Employees**

LEARNING.MOLECOR.COM LANGUAGES

LEARNING.MOLECOR.COM is available in the following languages:

- **Spanish**
- **English**

2. DATA PROTECTION POLICY

In accordance with the provisions of the ePrivacy Directive (Directive 2002/58/EC modify by Directive 2009/136/EC), terminals 'The terminal equipment of Users of electronic communications networks, as well as any information stored on such equipment, are part of the private sphere of users and must be protected in accordance with the European Convention for the Protection of Human Rights and Fundamental Freedoms".

In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 relative to the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights, LEARNING.MOLECOR.COM informs the User that any information collected through the websites will be incorporated into the data processing systems under the responsibility of MOLECOR TECNOLOGÍA SL. The purpose of this processing is to manage and maintain the relationship with the User through websites, as well as to carry out information, statistical, and marketing activities related to the services and activities offered.

Legal bases of the treatment

MOLECOR TECNOLOGÍA SL informs that the lawful basis for the processing of personal data is the existence of a legal and/or contractual relationship between the parties and the consent given by the users.

MOLECOR TECNOLOGÍA SL informs that the data will be retained for as long as the User's consent remains valid, except in cases where there is a legal obligation to retain the data and for the duration of the legal and/or contractual relationship.

Rights of the interested parties

MOLECOR TECNOLOGÍA SL informs to Users that they could exercise their rights of access, rectification, restriction, erasure, data portability, and objection to the processing of their personal data before the Data Controller, as well as withdraw the consent previously given.

- **Right of Access:** This is the user's right to obtain information about their specific personal data and the processing that has been or is being carried out, as well as any available information regarding the origin of such data and any communications made or planned regarding them.
- **Right of Rectification:** This is the data subject's right to have inaccurate or incomplete data modified. It can only be fulfilled in relation to information under the control of the APP, such as deleting comments posted within the application, images, or web content containing the user's personal data.
- **Right to Restriction of Processing:** This is the right to limit the original purposes of the processing as defined by the data controller.
- **Right of Erasure:** This is the right to delete the user's personal data, except in cases provided for by the GDPR or other applicable regulations that require data retention in specific ways and for specific periods.
- **Right to Data Portability:** This is the right to receive the personal data provided by the user in a structured, commonly used, and machine-readable format, and to transmit it to another controller.
- **Right to Object:** This is the user's right to prevent the processing of their personal data or to request that such processing be stopped by the APP."

To exercise any of the rights described above, the following requirements must be met:

- Submission of a written request to the address: CRTA. M206 TORREJÓN-LOECHES KM 3.1, 28890 LOECHES (MADRID) (for the attention of MOLECOR TECNOLOGÍA SL), or via email to: formacion.industrial@molecor.com
- The request submitted by the data subject must include the following:
 - You must be properly identified, and in cases where there are doubts about the identity of the applicant, you will be asked to correct the request (e.g., by providing additional information such as your ID number, a copy of your ID document, the email address you provided, etc.).



- The request may be submitted by a legal or voluntary representative, provided that they are duly identified and authorized by the data subject (through express authorization from the data subject to exercise the personal rights regulated by data protection legislation).
- The request must specify the information being sought (i.e., the exercise of the right to access specific data). If no specific file is mentioned, all available personal data will be provided. If a specific file is mentioned, only the information from that file will be provided. Information related to third parties will never be disclosed. If the request is made by phone, the user will be instructed to submit it in writing and will be informed of how to do so and the address to which it should be sent. No information will be provided by phone.
- A postal or email address must be provided for notification purposes.
- Supporting documents for the request must be included.

Finally, we inform you that you have the right to file a complaint with the Spanish Data Protection Agency if you become aware of or believe that an event may constitute a breach of the applicable data protection regulations.

MOLECOR TECNOLOGÍA SL undertakes to adopt the necessary technical and organizational measures, in accordance with the level of risk associated with the processing activities carried out, as indicated in the section on Terms and Conditions of Use, in order to guarantee the integrity, confidentiality, and availability of the data.

a) Accuracy and Currency of Data

LEARNING.MOLECOR.COM informs users that the Platform may contain links to other websites not owned by LEARNING.MOLECOR.COM, and therefore it is not responsible for the processing of personal data that the User may provide on those websites. Consequently, we recommend reviewing the privacy policies of those sites.

Likewise, LEARNING.MOLECOR.COM informs that if the User enters data into forms on third-party websites, those third parties will be responsible for the personal data and must implement the technical measures described in the section of these Terms and Conditions of Use.

b) Data Processing Activities We Perform

TREATMENTS CARRIED OUT BY LEARNING.MOLECOR.COM	
APP Management	Purpose: Registration and management of the data necessary



	<p>for the functionality of the mobile application.</p> <p>Conservation period: As long as the consent provided remains valid.</p> <p>Legal basis: Consent of interested parties.</p> <p>Disclosures:</p> <p>Data type: Basic identification data.</p>
User Management within the APP	<p>Purpose: Management of data of users who use the platform.</p> <p>Conservation period: As long as the consent provided remains valid.</p> <p>Legal basis: Consent of interested parties.</p> <p>Data type: Basic identification data.</p>
Compliance Management	<p>Purpose: Management and processing of obligations and duties arising from compliance with applicable regulations.</p> <p>Conservation period: Retention of document copies until the statute of limitations for potential liabilities expires.</p> <p>Legal basis: Compliance with a legal obligation.</p> <p>Data type: Basic identification data.</p> <p>Disclosures: Your data may be disclosed, if necessary, to public organism and/or administration with</p>

	<p>jurisdiction in the matter, in order to comply with the obligations established by applicable regulations. In addition, it is inform that the legal basis for such disclosure is compliance with said legal obligations.</p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. PRIVACY POLICY SECURITY

MOLECOR TECNOLOGÍA SL undertakes to comply with the Terms and Conditions of Use and the Privacy Policy in relation to the APP and the Services, in accordance with the provisions outlined in the following sections:

LEARNING.MOLECOR.COM does not require access to the device's geolocation.

If this system needs to be used, both previously to installation and after installation, LEARNING.MOLECOR.COM will inform the user about the use of such system, and the user must explicitly accept or reject it.

In any case, the User may revoke, at any time and in a simple and effective manner, the processing carried out by the APP using device location, preventing by this way the APP from accessing location data.

a) Applications Used by LEARNING.MOLECOR.COM

Device Permissions

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that the APP cannot access without consent. These platforms have different authorization systems to obtain your consent. The iOS platform will notify you the first time the APP requests permission to access a certain type of data and will allow you to grant or deny such permission. Android devices will notify you of the permissions the APP requires before you use it for the first time. The use of the APP will constitute your consent.

LEARNING.MOLECOR.COM may use the functions of applications available on the device and, consequently, access stored data. In any case, the APP will inform you about the use of such applications and will request your consent, providing clear and complete prior information and offering the User the option to accept or reject the use of specific data required by the APP for its installation.

To install and use LEARNING.MOLECOR.COM, the use of applications available on the device will be required:



DEVICE PERMISSIONS	
Contacts <input type="checkbox"/>	Image Gallery <input type="checkbox"/>
Documents <input checked="" type="checkbox"/>	Email <input checked="" type="checkbox"/>
Calendar <input type="checkbox"/>	Geolocation <input type="checkbox"/>
Microphone <input type="checkbox"/>	Camera <input type="checkbox"/>
Others <input type="checkbox"/>	

MOLECOR TECNOLOGÍA SL informs the user that the no acceptance of the APP to the different applications on their mobile device, the APP may not work fully, and certain features may not be available to the User. If you have any questions about the Privacy Policy, you can contact us at the following email address: formacion.industrial@molecor.com.

b) Permitted Uses and Restrictions

That users residing in or domiciled in other countries within or outside the European Union must ensure that access to and use of the Application and/or its content is permitted under their own local laws. In any case, access to and use of the Application by a User who does not meet the residency requirement in Spain shall be understood to be carried out under their own responsibility, thereby releasing MOLECOR TECNOLOGÍA SL from any liability.

c) Minors

LEARNING.MOLECOR.COM informs that it does not process data of minors. If a parent and/or guardian detect that their child or ward has provided personal data fraudulently or inaccurately without their consent, they must contact us at LEARNING.MOLECOR.COM _mail.

MOLECOR TECNOLOGÍA SL will proceed to delete the personal data, as well as any information provided by the minor, from our database.

d) Push Notifications

This APP does not use push notifications. In the event of any changes regarding such notifications, users will be informed and this Privacy Policy and the Terms and Conditions of Use will be updated accordingly.



e) Device Information

For the proper functionality of LEARNING.MOLECOR.COM, it may access the following types of information:

- **Device attributes:** information such as operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, types and names of apps and files, and plugins.
- **Identifiers:** unique identifiers, device identifiers, and other types of identifiers, such as those from games, apps, or accounts you use, as well as family device identifiers.
- **Device signals:** Bluetooth signals and information about nearby Wi-Fi access points, beacons, and cell towers.
- **Device settings data:** information that the user allows us to receive through the settings they enable on their device, such as access to GPS location, camera, or photos.
- **Network and connections:** information such as the name of the mobile operator or internet provider, language, time zone, phone number, IP address, connection speed, and, in some cases, information about other devices nearby or on your network, so we can assist you, for example, to stream a video from your phone to your TV.



TERMS AND CONDITIONS OF USE

1. USER INTERACTION

LEARNING.MOLECOR.COM allows the User, through the application provided, to:

1.1 The User acknowledges and agrees that:

- a) This APP grants a non-exclusive, limited, non-transferable, and revocable license for the use of the service, the User must use only and exclusive for personal, non-commercial, and non-entertainment purposes. LEARNING.MOLECOR.COM reserves all rights not expressly granted in the service or in its Terms and Conditions of Use. LEARNING.MOLECOR.COM may terminate this license at any time without justified cause.
- b) LEARNING.MOLECOR.COM is not responsible for the content of any third-party advertising or the content of any website or other materials linked to such advertising. Viewing such content is the sole responsibility of the User.

1.2 User Obligations

- a) The APP and/or Services may only be used if the following requirements are compiled.
- b) Access to LEARNING.MOLECOR.COM and/or the Services, or their parts, may require the device to be connected to the Internet or to other third-party services.
- c) The User must comply with the terms of the relevant third party when using the Services. The User is also responsible for ensuring that the installation and use of the APP do not exceed data usage limits or other restrictions that may apply to their Internet service or other third-party services.

1.3 The User agrees not to:

- a) Use or promote the use of cheats, modifications, exploits, or any other unauthorized media to interfere with or gain an unfair advantage in the use of the APP and/or Services.
- b) Attempt to disrupt the normal operation of the APP or any infrastructure operated by LEARNING.MOLECOR.COM.
- c) Attempt to gain unauthorized access to the APP.
- d) Use the APP in an automated manner.
- e) Impersonate another person while using the APP.
- f) Use the APP in connection with the violation or attempted violation of any applicable law.



2. OPERATION

2.1 Scope of Application

LEARNING.MOLECOR.COM is available for download in Spain, as well as in any other country where it has been enabled.

2.2 Obtaining LEARNING.MOLECOR.COM via Digital Stores

2.2.1 Digital Stores

If the APP is obtained through any digital store, the User and LEARNING.MOLECOR.COM acknowledge and agree that:

- a) This agreement is entered into between the User and LEARNING.MOLECOR.COM only, and not with the digital stores. The company is solely responsible for the APP and its content.
- b) Digital stores have no obligation to provide maintenance or support services related to the APP, whether under these Terms and Conditions of Use or any applicable law.
- c) LEARNING.MOLECOR.COM, and not the digital stores, will handle any claims from the User or third parties regarding the APP, including:
 1. Claims of liability for services offered through the APP.
 2. Any claim that the APP does not comply with applicable legal or regulatory requirements.
 3. Claims related to consumer protection or similar legislation.
 4. In the event of any third-party claim regarding infringement of intellectual property rights related to the APP or its possession or use, LEARNING.MOLECOR.COM , and not the digital stores, will be solely responsible for investigating, defending, and resolving such claims.
 5. Digital stores and/or their affiliates shall be third-party beneficiaries of this agreement.
 6. Upon acceptance of this agreement, digital stores shall have the right to enforce it as third-party beneficiaries.

2.2.2 Downloading LEARNING.MOLECOR.COM

- **Browser**

LEARNING.MOLECOR.COM is an application that is only available through this platform and can only be downloaded from it.



2.3 APP cost

The APP is free of charge for the User.

LEARNING.MOLECOR.COM does not include any payment features and therefore will not request any payment method information from the User.

2.5 Uninstallation

If the User wishes to uninstall the APP, they must proceed with the uninstallation from their device.

This does not automatically delete the information the APP holds about the User, so if the User wishes to have their information deleted by MOLECOR TECNOLOGÍA SL, they must submit a formal request by sending an email to formacion.industrial@molecor.com or by writing to the following address: CRTA. M206 TORREJÓN-LOECHES KM 3.1, 28890 LOECHES (MADRID).

2.6 User Account Cancellation

If the user cancels their account, their data will no longer be visible once the cancellation becomes effective, however, have into account that if the user has published images and/or comments, these may remain visible the APP Users.

User data may be retained in the following cases: legal obligations, meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our terms of use, or fulfill the user's request not to receive future communications. Once the account is closed, the information will be retained in anonymized form.

If you have any additional questions, you can contact us via: formacion.industrial@molecor.com

3. SUPPORT

In accordance with these Terms and Conditions of Use, LEARNING.MOLECOR.COM is required to offer and/or publish, through the digital store, new extensions or versions and other services related to the use of the APP or the Service.

In any case, MOLECOR TECNOLOGÍA SL is responsible for updating the APP through the functionalities provided by LEARNING.MOLECOR.COM via the digital store. The User may be notified via push notification about updates that need to be installed in the APP.

4. THIRD-PARTY SERVICES

The APP does not use third-party services.



5. WARRANTY

The User acknowledges that it cannot be guaranteed that the APP and the services derived from it are free of errors; the existence of such errors does not constitute a breach of this agreement.

Unless expressly stated otherwise in this document, and to the extent permitted by applicable law, LEARNING.MOLECOR.COM shall not be liable to the User for any loss, including special, indirect, or consequential damages (such as loss of profits), or claims arising from a breach of this agreement or from the improper use of the services offered by MOLECOR TECNOLOGÍA SL.

In the event of any failure, please contact MOLECOR TECNOLOGÍA SL at: formacion.industrial@molecor.com

6. USER PROFILES

MOLECOR TECNOLOGÍA SL informs users about the profile(s) enabled in the APP, as well as the necessary information required for each profile and any special category data, if applicable.

User Profile	General Information	Special Category Information
Employee	Name and/or surname, email address (if a corporate email is available; otherwise, a random email is assigned)	No special category data is collected

6.1 User Registration

To use the functionalities of LEARNING.MOLECOR.COM, MOLECOR TECNOLOGÍA SL will do a register Users in the APP and grant access to the private area. To cancel your registration, see section “5.4 Uninstallation” and “2.6 User Account Cancellation.” The APP provides a password recovery system via:

- Email to MOLECOR TECNOLOGÍA SL

SOCIAL MEDIA ACCESS

Users may register by linking their email account or social media accounts such as Facebook, Instagram, etc., which are third-party networks.



6.2 User Account Security

The User is responsible for maintaining the confidentiality of their username and password designated during the registration process and is solely responsible for all activities carried out under their username and password.

The User understands and agrees to immediately notify the APP of any unauthorized disclosure or use of their username or password, or any other security breach, by emailing: formacion.industrial@molecor.com

To protect the integrity and security of the Service, MOLECOR TECNOLOGÍA SL reserves the right, at any time and at its sole discretion, to block certain IP addresses from accessing the Service.

7. COOKIE POLICY

A cookie is a file that is downloaded to your device when accessing certain web pages or mobile applications. Cookies allow an APP, among other things, to store and retrieve information about a User's browsing habits or their device and depending on the information they contain and how the device is used, they may be used to recognize the User.

According to Article 22.2 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce (LSSI-CE), which requires informing users about the use of data storage and retrieval devices on terminal equipment, LEARNING.MOLECOR.COM informs that no cookies will be installed on users' devices when accessing this APP. If LEARNING.MOLECOR.COM decides to use such devices in the future, users will be informed.

8. CODE OF CONDUCT

Users must comply with all applicable laws and use the available spaces in the APP to leave comments in a respectful and appropriate manner, in accordance with this Code of Conduct. Users must also be aware of the potential liabilities arising from the improper or unlawful use of these spaces.

LEARNING.MOLECOR.COM outlines the following behaviors as inappropriate and reserves the right to act accordingly in response to the following actions, omissions, or statements made by users:

- Acting dishonestly or unprofessionally.
- Posting inappropriate or inaccurate content.
- Harassing, abusing, threatening, or harming another person or user of LEARNING.MOLECOR.COM .
- Using or posting images, videos, or comments that may offend users or discriminate based on any condition, race, ethnicity, nationality, religion, gender, sexual orientation, disability, or illness, or that are illegal, defamatory, abusive, obscene, or otherwise objectionable.



- Using another person's account or creating a false identity on LEARNING.MOLECOR.COM.
- Making false statements or supply the identity of someone else.
- Including content containing computer virus or other elements that may delete, interrupt, or interfere with proper navigation.
- Selling, sponsoring, or profiting from LEARNING.MOLECOR.COM without authorization from MOLECOR TECNOLOGÍA SL, or outside of any method established by the company for managing exclusive services.
- Sharing personal information of individuals who are not users without their express consent.
- Creating fake profiles in the application, if LEARNING.MOLECOR.COM detects fake profiles, they will be immediately deleted.
- Promoting racism, xenophobia, or any form of fanaticism against any group or individual.
- Imitating or impersonating any person or entity.
- Soliciting money from other users.
- Sending videos, audio, or photographs containing images of another person without their authorization (or, in the case of a minor, without the authorization of their parents or legal guardians).

9. INTELLECTUAL PROPERTY (COPYRIGHT)

Access to the APP does not grant the User any legitimacy or ownership over the intellectual or industrial property rights of corporate elements.

The texts, images, logos, distinctive signs, sounds, animations, videos, source code, and other content in the APP are the property of MOLECOR TECNOLOGÍA SL. LEARNING.MOLECOR.COM holds the rights of use and exploitation of the APP and its content, and as such, they are protected works under current intellectual and industrial property legislation.

The User acknowledges that the materials provided within the Services are protected by copyright and may also be protected under other intellectual property licenses owned by MOLECOR TECNOLOGÍA SL.

In case of a legal resolution, the User shall indemnify MOLECOR TECNOLOGÍA SL against all liabilities, costs, losses, claims, and expenses incurred with a third party as a result of any breach of the provisions of this document.

To preserve potential intellectual or industrial property rights, if any User or third party believes that their legitimate rights have been violated by the inclusion of certain content in the APP, they



must notify MOLECOR TECNOLOGÍA SL by email at formacion.industrial@molecor.com, providing the following:

- Personal details of the rights holder. If the claim is submitted by a third party, they must indicate their representation.
- Identification of the content protected by intellectual or industrial property rights and its location in the APP.
- Proof of ownership of the stated intellectual or industrial property rights.
- An express declaration in which the claimant accepts responsibility for the accuracy of the information provided in the notification.

The legitimacy of the intellectual or industrial property rights corresponding to content provided by third parties is the sole responsibility of those parties.

10. UPDATES AND MODIFICATIONS

LEARNING.MOLECOR.COM reserves the right to modify, revise, or replace the Privacy Policy as well as the Terms and Conditions of Use whenever deemed necessary. Such changes will take effect immediately upon publication. Continued use of the APP or Services after such notification constitutes your agreement to be bound by the modified, revised, or replaced terms, as well as your understanding and acceptance of them.

A resignation by either party to enforce any right or provision in the event of a breach shall only be effective if made in writing and signed by the waiving party. Such waiver shall not constitute a waiver of any other rights arising from other breaches of this document.

If any provision of this document is declared null and void in any jurisdiction, that provision shall be deemed ineffective only within the relevant jurisdiction and to the extent of such nullity of the prohibition, invalidity or unenforceability, without invalidating the remaining provisions of this document or affecting the validity or enforceability of such provision in any other jurisdiction.

LEARNING.MOLECOR.COM may assign, novate or transfer any of its rights or obligations under this document at its sole discretion, without prior notice.

Notwithstanding the provisions set forth in this document, LEARNING.MOLECOR.COM shall not be liable for any delay or failure to perform its obligations under this document if such delay or failure is due to force majeure circumstances, including commercial disputes.

11. ARBITRATION AND APPLICABLE LAW

You understand and agree that any dispute or claim arising out of or related to this License Agreement (including any alleged breach thereof), or to the Service, shall be submitted exclusively to the Arbitration Court of Madrid, Spain, and shall be resolved through binding arbitration in accordance with the law.

