

LEGAL NOTICE AND TERMS OF USE OF “LA CAIXA” CALLS MANAGEMENT ONLINE SYSTEM

LEGAL INFORMATION ABOUT THE FUNDACIÓN BANCARIA CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, “LA CAIXA”

Fundación Bancaria Caixa d'Estalvis i Pensions de Barcelona, “la Caixa”, with NIF G-58899998 is the result of transforming la Caixa d'Estalvis i Pensions de Barcelona (“la Caixa”) into a banking foundation. It is registered in the Foundations Registry of Ministry of Justice, with No. 1,658 and in the Companies Registry of Palma de Mallorca, vol. 2772, folio 21, sheet PM-84543. It is subject to the protectorate of the Ministry of Economy and Competitiveness, and has its registered office in Palma (Illes Balears), Plaça Weyler, 3, zip code 07001.

“la Caixa” Banking Foundation focuses its main activity to the attention and development of social work and the appropriate management of its participation in CaixaBank, S.A., in compliance with Law 26/2013 of 27 December, on Savings Banks and Banking Foundations.

TERMS OF USE OF “LA CAIXA” CALLS MANAGEMENT ONLINE SYSTEM

1. Subject matter

1.1 The “la Caixa” calls management online system (hereinafter, the “**System**”) is the electronic online system managed by “la Caixa” Banking Foundation (hereinafter, “**la Caixa**” **Banking Foundation**) for the management of its programmes, calls and grants (collectively, “**la Caixa**” **Grants**”).

1.2 It is a system used by applicants (organizations and/or natural persons) and related users applying for or managing grants (i.e. creating and submitting proposals and applications, managing projects and grant agreements, uploading and updating organization information and documentation, etc.) and also by external experts providing services within the framework of “la Caixa” grants (e.g. evaluation, grant office, et.)

1.3 These terms and conditions (hereinafter, the “**Terms**”) apply to all users of the System and govern the use of it. It does not govern “la Caixa” Grants nor replace nor substitute in any manner the terms and conditions set forth in the rules for participation of “la Caixa” Grants nor in the grant agreements governing the awards resulting thereof.

1.4 When logging for the first time into the System you agree to these Terms. “la Caixa” reserves the right to terminate the registration and access rights in case of breach by the user of any of these Terms. Breach of these Terms can also result in deeming application to Grants as non-acceptable.

2. Changes to these Terms

“la Caixa” reserves the right, at its sole discretion, to modify or revise these Terms. Your continued use of the System will constitute your acceptance of any revised Terms, regardless of other acceptance mechanisms that may be applied from time to time.

3. Registration

All information you submit to the System as part of the registration process will be processed by “la Caixa” Banking Foundation in accordance with its privacy policies on which you will be informed upon registration. As a user you must at all times supply us with accurate, up-to-date and complete registration information.

4. Use of the System

4.1 You agree to use the System strictly in accordance with these Terms and any other instructions issued by “la Caixa” Banking Foundation from time to time.

4.2 When using the System, all users must refrain from:

- a) Sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise exploit the System and/or use it for the benefit of third parties.
- b) attempting to breach the access levels granted;
- c) duplicating proposals, applications and/or registrations;
- d) sharing credentials with any third parties;
- e) failing to protect adequately the confidentiality of the credentials; any suspected unauthorized use of credentials or the account must be immediately reported to “la Caixa” Banking Foundation;
- f) providing inaccurate, false or incomplete data and/or failing to keep adequately and timely updated the data and information gathered in the System;
- g) Taking any action likely to give rise to infections with virus, worms, “Trojan” Horse or any other destructive feature, and/or use the System to store malicious code;
- h) copy the System or any part, feature, function or user interface thereof, frame or mirror any part of the System or content therein (to the extent such restriction is permitted by law).
- i) reverse engineer any Service (to the extent such restriction is permitted by law).
- j) including on the System content referring to religious beliefs or political ideas (including statements and symbols of political parties and religious organisations), or content that is antisocial or offensive to cultural or religious values, provocative, derogatory, violent, obscene, sexual and/or , infringing, libelous or otherwise unlawful or tortious material, , as well as any other that may offend others or violate third parties rights of any nature (including but not limited to intellectual property rights), the confidentiality of communications or bring “la Caixa” Banking Foundation or its related companies into disrepute. In any case, users will be solely responsible for the contents uploaded into the System as well as for the truthfulness, accuracy and/or legality thereof. “la Caixa” Banking Foundation reserves the right not to publish, to remove or eliminate any content it considers incorrect, inaccurate or contrary to these Terms and “la Caixa” privacy policies.

The inclusion of any information and/or materials and/or contents subject to copyright and image rights is conditional upon the user having sufficient authority and obtaining the necessary permission for the content to be used, both by him/herself and by other users, under the terms of these Terms and “la Caixa” privacy policies, and providing its use does not infringe any legal provision, contract, third parties rights, or in any way involve unfair competition.

Consequently, by including information and/or materials and/or contents on the System it will be understood that the user carrying this out has the aforementioned legitimacy.

“la Caixa” Banking Foundation reserves the right to terminate your registration and access rights to the system if any of the aforementioned conditions is not met. Furthermore, the “la Caixa” Banking Foundation reserves the right to seek all remedies available by law for such violations or for any other violation of these Terms.

5. Personal Data Protection

5.1 The “la Caixa” privacy policies are applicable to the processing of personal data in the System, including but not limited to personal data of the users and/or otherwise included in the proposals produced and sent via the System but also to certain external experts providing services within the framework of “la Caixa” grants (e.g. evaluators).

5.2 Specific privacy policies may apply for each Call; please consult the relevant sections of the rules for participation governing each Call. Different privacy policies may also apply to different type of users; each user must carefully read and accept the policy applicable to him/her upon registration.

5.3 All users shall act at all times in accordance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and/or the privacy policies of "la Caixa". This obligation also extends to the personal information received from third parties involved in the proposals. When submitting the proposals, the users warrant having informed those persons on the information indicated in the privacy policy applicable to the relevant Call and, where applicable, having obtained the necessary consent of those persons for their inclusion in the proposals.

5.4 "la Caixa" Banking Foundation shares the information submitted with the Organization Manager appointed by the user's organization (if any) as well as with "la Caixa" Banking Foundation' suppliers involved in the Calls.

5.5 Users with access via the System to others' personal data in connection with a proposal agree to use that information solely for the bona fide purposes of the proposal. In particular, without limitation, any and all documentation/information that "la Caixa" Banking Foundation entrusts to prospective and existing evaluators (e.g. peer/panel reviewers), including without limitation any and all candidate and proposals information, data and/or files shall be maintained in strict confidence at all times and shall only be used for the purpose of assessing whether to accept the assignment and/or for providing the evaluation services (access and use shall be kept to the minimum information necessary for those purposes) and shall not be disclosed to third parties. No copies of the information provided shall be made unless prior authorization in written by "la Caixa" Banking Foundation is obtained.

5.6 In certain calls, "la Caixa" Banking Foundation transfers personal information outside of the European Economic Area in order to allow evaluators to provide evaluation services on proposals, applying to these transfers the guarantees and safeguards required to preserve your privacy. Please consult the privacy policy of each Call for further details.

6. Use of information

"la Caixa" Banking Foundation uses information/documentation uploaded by users for the purpose of managing proposals, "la Caixa" Grants and user accounts. This information will be stored in the System and may be downloaded and stored offline or in other relevant systems, if necessary for the above mentioned purpose. Users warrant that "la Caixa" Banking Foundation that such information/documentation can be shared and used for these purposes.

7. Limitation of liability and disclaimer

7.1 The System is provided on an "as is", "as available" basis. The use is at the user's own risk. "la Caixa" does not guarantee the accuracy, completeness, performance, compatibility, timeliness, satisfactory quality or fitness for a particular purpose of the System or any of its contents, or that the System is free of errors, viruses, worms or "Trojan Horses" or such other destructive features. "la Caixa" is not liable for any damages any user or a third party may suffer as a result of the access to, use, or inability to access or use the System, or from any action taken (or refrained from being taken) made in reliance on the information contained in the System.

Neither "la Caixa" Banking Foundation nor the providers as third parties assume any liability whatsoever for any damages, losses, claims or expenses incurred by: (i) interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads or errors in telecommunications lines and networks, or by any other cause beyond their control; (ii) unlawful interference through the use of malicious software of any kind and through any medium, such as computer viruses or any other means; (iii) improper or inappropriate use of the System; (iv) security or browsing errors caused by malfunctioning of the browser or by the use of outdated versions thereof.

7.2 In particular, without limitation, "la Caixa" does not guarantee continuous access to or the correct viewing, downloading or use of the elements or information contained on the System, which may be impeded, hindered or interrupted by factors or circumstances beyond its control.

7.3 "la Caixa" Banking Foundation reserves the right:

- a) to suspend the availability of the System, in order to carry out routine maintenance, upgrades and such.
- b) to change the format or technical specification of the System at its sole discretion.
- c) to discontinue the System.

8. Intellectual Property

8.1 With the exception of user information, the System, their pages and the information or elements contained therein include texts, documents, photographs, drawings, graphic representations, databases and computer programs, as well as logos, trademarks, trade names and other distinctive signs protected by intellectual or industrial property rights, owned by or lawfully licensed to "la Caixa" Banking Foundation and/or the companies in its group.

8.2 "la Caixa" Banking Foundation does not provide any guarantee whatsoever regarding the lawfulness or legality of the information or elements contained on the System when neither the latter nor the companies in its group are the owners thereof.

9. Severability

9.1 The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity. Therefore, these Terms shall be interpreted and enforced as if they did not contain the said clause to the extent of its unenforceability or invalidity.

10. Force Majeur

10.1 "la Caixa" Banking Foundation will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control, including any *force majeure* events.

11. Governing law and jurisdiction

11.1 These Terms are subject to Spanish law and any and all disputes or conflicts arising out or in connection with the use of the System and/or with the interpretation or enforcement of these Terms shall be submitted to the exclusive jurisdiction of the city of Barcelona courts, with express waiver of any other forum to which the parties could be entitled (if any).