

## **LIBERTY ACADEMY TERMS AND CONDITIONS OF USE**

### **Relevant Information from Liberty Seguros**

These terms and conditions of use (the "Terms and Conditions") govern the registration and activity of the Liberty Academy platform, owned by Liberty Seguros, Compañía de Seguros y Reaseguros, S.A. ("Liberty Seguros" or "we"), a company registered in the Mercantile Registry of Madrid, Volume 29.777, Section 8, Folio 2, Sheet M-377257. Its C.I.F. is A-48037642, and its registered office is in Madrid (28042), Paseo de las Doce Estrellas, 4. Its activity is supervised by the Directorate General of Insurance and Pension Funds, and it is registered in the Special Registry of Insurance Companies under code C-0467.

With regard to the Terms and Conditions, you may contact Liberty Insurance Broker Support Team.

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

#### **Object and conditions of access**

These Terms and Conditions constitute the contract between you and Liberty Insurance in connection with Liberty Academy. In particular, they regulate your registration and use of Liberty Academy.

Liberty Academy is intended for intermediaries, agents, service providers with whom Liberty Insurance has agreements for the marketing of their insurance and who register as users in it, or employees of those (hereinafter, "Users" or "you") in order to have telematic access to the training courses necessary to comply with the mediation regulations, as well as those training courses on Liberty Insurance products necessary for its entire network of intermediaries to know them in detail. The existence in force of the Terms of Business Agreement (TOBA) or other written agreement between us also in force and signed with Liberty Insurance is a prerequisite for maintaining these Terms and Conditions in force.

The responsibility of Liberty Insurance derived from the present Terms and Conditions is limited only to the registration and use of the Users of the Liberty Academy, the content of the courses included in it and the necessary procedures with the authorities in the matter of mediation for the sending of the corresponding certificate of completeness.

These Terms and Conditions, together with our Data Protection Policy (and any additional terms of use incorporated into and referring to the Terms and Conditions) govern your use of Liberty Academy once you have registered with Liberty Academy, as well as our rights and obligations.

In order to use Liberty Academy, you must accept these Terms and Conditions during your registration. If you do not agree to the Terms and Conditions, you must refrain from registering with or cancelling your registration and/or making use of Liberty Academy.

## **Registration procedure**

Access to and subsequent use of the Liberty Academy will require the User to register and create an account by entering their personal data in the registration form (in particular, their email).

Acceptance of both these Terms and Conditions and the Data Protection Policy is a condition for registration as a Liberty Academy User. Please note that any personal data you provide during the registration process and also through your use of the Liberty Academy will be treated in accordance with the provisions of the Data Protection Policy.

Upon completion of the registration process, the User will be provided with a username and password that will enable him/her to access the Liberty Academy. Liberty Academy usernames and passwords will be personal and non-transferable. It is therefore forbidden to give them, even temporarily, to third parties. The User undertakes to use them diligently and to keep them secret at all times. In the event that the User knows or suspects the theft, loss or unauthorized use of his user name and password, please inform us as soon as possible, through the following email address: [wemsecurity@libertyseguros.pt](mailto:wemsecurity@libertyseguros.pt) In the absence of such communication, Liberty Insurance will not incur liability as a result of operations carried out improperly.

Liberty Seguros, via its Branch office Liberty Insurance reserves the right to cancel or restrict access to the Liberty Academy with respect to certain Users, in case of observing any conduct that in the opinion of Liberty Seguros are contrary to these Terms and Conditions, the legislation applicable at any time, or the rules established by Liberty Seguros. Likewise, Liberty Seguros may restrict access to the Liberty Academy to certain Users for justified reasons related to the security mechanisms implemented in order to ensure the proper functioning of the Liberty Academy and/or with the suspicion of an unauthorized or fraudulent use thereof.

## **Liberty Academy Terms of Use**

Liberty Insurance will do its best to ensure, to the best of its ability, a good use of the Liberty Academy. However, in the event of the impossibility of an absolute and meticulous control, the Users will be the only ones responsible for the use they make of it.

The User undertakes to make diligent, appropriate and lawful use of the Liberty Academy, in accordance with applicable legislation at all times, generally accepted morals, ethics and good customs, public order and the provisions of these Terms and Conditions. Liberty Academy usage by the user shall be harmless regarding the platform, its information and content and its functioning and development.

In the event that the User becomes aware that a third party is engaging in any of the aforementioned conduct, the User will notify us via the following email address [wemsecurity@libertyseguros.pt](mailto:wemsecurity@libertyseguros.pt) in order for us to take appropriate action.

The User shall be liable for damages of any kind that Liberty Seguros may suffer, directly or indirectly, as a result of the User's failure to comply with the obligations and rules of use contained in these Terms and Conditions.

## **Use of cookies**

The platform uses 'session cookies' in order to allow and facilitate user interaction with the site, therefore it is necessary to have cookies enabled in your browser in order to use the system. Access, use and, in general, browsing the platform necessarily imply the user's consent to the use of "cookies" by Liberty and / or its service providers.

## **Technological limitations and maintenance**

We inform the User that there are a variety of factors that, in certain cases, may affect the operation and/or quality of the Liberty Academy, such as, but not limited to: environmental conditions, network saturation, connectivity, third party software, etc. Liberty Seguros reserves the right to interrupt Liberty Academy's service at any time and without notice, whenever this is due to technical, security, control or maintenance reasons, supply failures, defects in telecommunications or any other cause.

## **Limitation of Liability**

Liberty Seguros shall not be liable to you or any third party for any damages arising out of your misuse of the Liberty Academy or arising out of your failure to comply with these Terms and Conditions, the Data Protection Policy and/or the recommendations or instructions provided by Liberty Seguros.

Liberty Seguros also disclaims liability in the following cases: (i) technical failures which, by chance or otherwise, prevent Liberty Academy from functioning normally; (ii) lack of availability or continuity of Liberty Academy for maintenance or other reasons which prevent Liberty Academy from being available; and (iii) interferences by third parties in Liberty Academy. Given advances in technology, it is impossible to completely prevent certain third parties from entering Liberty Academy and causing disruption. Notwithstanding the foregoing, Liberty Seguros does its best, through the incorporation of the corresponding technological measures, to reduce this type of risk. However, the User is informed that these improbable intrusions may occur and that Liberty Seguros will not be responsible for any damages they may cause.

In addition, Liberty Seguros cannot guarantee the absence of viruses or other elements in the contents of the Liberty Academy that may produce alterations in the User's software or hardware, or other systems used by the User, so it will not be liable for damages of any nature that may arise from them.

## **Hyperlinks**

Liberty Academy has hyperlinks to other websites that are not edited, controlled, maintained or supervised by Liberty Seguros and is therefore not responsible for the

content of such websites. The content is the responsibility of their respective owners, and Liberty Seguros does not guarantee or endorse such content.

FOR THIS REASON, BEFORE ACCESSING ANY THIRD-PARTY WEBSITES OR LINKS, PLEASE ACT WITH THE UTMOST DILIGENCE AND ALWAYS REVIEW THE TERMS AND CONDITIONS OF USE AND POLICIES OF SUCH WEBSITES.

It is strictly prohibited for Users to establish hyperlinks to the Liberty Academy.

## **Intellectual and Industrial Property**

All designs, trademarks, names, designations, images, logos, graphics, icons, domain names, applications, self-executing code sequences and all other content and intellectual property rights of the Liberty Academy belong to Liberty Seguros or, as the case may be, Liberty Seguros is licensed for its use, and consequently enjoys its own protection of intellectual and industrial property rights. All intellectual property rights and copyright in the contents of Liberty Academy are reserved to Liberty Seguros and its licensors and in no case does access to it imply that Liberty Seguros has left such rights in favour of the User. Liberty Academy Users may make private use of Liberty Academy and its content. In no case may they make commercial use of them, or alter them in any way, reproduce them beyond their private use, distribute them or communicate them publicly. Any unauthorized copying or use of the design or content that differs from that expressly permitted by Liberty Seguros, in its capacity as owner of intellectual property rights, will affect the rights of the aforementioned owner in accordance with international treaties and applicable regulations in force in Spain. Use of Liberty Academy content for any purpose or in any manner other than as permitted by Liberty Seguros in these Terms and Conditions is strictly prohibited.

## **Fees**

The Liberty Academy service is provided free of charge.

## **Termination and duration**

These Terms and Conditions, as well as all other applicable policies, shall remain in force and binding from your registration with Liberty Academy until the end of the business relationship with Liberty. In the event of your breach of these Terms and Conditions, we may temporarily block your access to Liberty Academy. In the event that such breach is serious or persistent (i.e. where it is not remedied within ten (10) days of your notification to the User), we may terminate your membership in the Liberty Academy, without prejudice to any claim for damages.

## **Jurisdiction and applicable law**

Any controversy or conflict that may arise as a consequence of the use of the Liberty Academy will be resolved in accordance with the legislation in force in Spain, submitting to the jurisdiction and competence of the Courts and Tribunals of the User's domicile, when the User is in Spain, or to that of the Courts and Tribunals of Madrid,

Spain, when the User is outside Spain, expressly renouncing any other Courts or jurisdiction or Law.

### **Changes to these Terms and Conditions**

These Terms and Conditions, as well as the content, design and organization of Liberty Academy, may be revised and/or modified at any time. In case of revision or modification of the Terms and Conditions, their new wording will be immediately published and will be accessible in the Liberty Academy, being applicable from that moment. If the User does not agree to the changes, he or she must stop using the Liberty Academy. Use of the Liberty Academy after notification of changes shall constitute acceptance of the changes by the User.

IN ORDER TO BE CORRECTLY INFORMED ABOUT THE TERMS AND CONDITIONS THAT ARE APPLICABLE AT ANY GIVEN TIME, THE USER SHOULD PERIODICALLY REVIEW THEM.