

LEGAL NOTICE

1. GENERAL INFORMATION

These provisions regulate the use of the Internet portal service (hereinafter the 'Portal') provided by Elite Construcciones S.L (hereinafter, THE ORGANIZATION) to Internet users.

The identifying and contact details of the website owners are as follows:

- **Industry:** Construction Company serving Oil and Gas Sector
- **Contact email:** elite@eliteconstruccion.com
- **Contact phone:** (+240) 555 696 400
- **Website:** <https://www.elite-equatorialguinea.com>

2. USERS

By accessing and/or using the Portal, the user acquires the status of a user, accepting, from that moment without exceptions, the content included in this Legal Notice ("General Conditions").

The provision of the Portal service is limited to the time the User is connected to the Portal or any of the services provided through it. Therefore, the User must carefully read this Legal Notice on each occasion they intend to use the Portal, as it and its conditions of use specified in this Legal Notice may undergo modifications.

3. PURPOSE AND SCOPE OF APPLICATION

This Legal Notice establishes the general conditions of use that regulate access, navigation, and use of the website <https://www.elite-equatorialguinea.com>, as well as the responsibilities arising from the use of its contents. Additionally, the provision of certain services or activities on the Website may also be subject to other specific conditions that may be established and, if applicable, replace, complement, and/or modify the general conditions of use of this Legal Notice.

The user undertakes to make proper use of the Website, in accordance with applicable laws, good faith, public order, traffic customs, and this Legal Notice, being responsible to THE ORGANIZATION and third parties for any damages that may arise from the breach of said obligation.

4. ACCESS AND USE OF THE WEBSITE

The use of the Elite Construcciones S.L. Portal is free of charge, although certain services may require information processing to access them, which will be informed in each case. The user assumes responsibility for the use of the Website. Therefore, the user agrees to use the contents diligently and lawfully, and THE ORGANIZATION agrees not to use them for, among other uses:

- Use false identities or impersonate the identity of other users in the use of the Website or its services.
- Introduce computer viruses into the network or carry out actions that may alter, damage, interrupt, or generate errors or damage to the electronic documents, data, or physical and logical systems of THE ORGANIZATION or third parties, as well as hinder other users' access to the Website and its services through the massive consumption of computer resources through which THE ORGANIZATION provides its services.
- Attempt to access and, where appropriate, use the email accounts of other users.
- Reproduce, copy, distribute, make available, or otherwise publicly communicate, transform, or modify the contents of the Website, for commercial purposes, on any medium and by any technical means, without the prior and express authorization of the owner of the corresponding rights.
- Introduce or incorporate the contents and/or services presented on this Website as a business or professional activity of your own.
- Infringe any intellectual or industrial property rights derived from the contents of the Website.
- Use the content and/or information of any kind obtained through this Website for advertising or promotional activities, send any kind of advertising, and communications for sales or other commercial purposes, or to collect, market, or disclose such information in any way.
- Use this Website, or the contents and/or services obtained on it, for activities contrary to law, morals, good customs, or public order, with illicit, prohibited, or harmful purposes or effects on the rights and interests of third parties.

THE ORGANIZATION reserves the right to interrupt access to the Website at any time and without prior notice, as well as to interrupt the provision of any or all services provided through it, either for technical, security reasons, or for any other reason.

5. PROTECTION OF PERSONAL DATA

THE ORGANIZATION undertakes to process personal data respectfully with the rights of its owners and in accordance with the data protection regulations in force at all times.

In our **Privacy Policy** section of the Website, legal information or privacy policy corresponding to the different data processing carried out by THE ORGANIZATION regarding the management of data from website users, social media followers, candidates, etc., is permanently available to the user.

In the event that the user voluntarily completes any of the online data collection forms available on the Website to access some of its services or content, they undertake to provide accurate and truthful data and to communicate any modifications to THE ORGANIZATION. Unless expressly stated otherwise, the data requested in our forms are necessary to process your request.

Minors under 14 years of age are not allowed to provide their personal data through the Website, requiring the prior express authorization of their parents or guardians. In any case, this Website is not directed at minors.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY

All content of the Portal, including but not limited to texts, photographs, graphics, images, icons, links, and other audiovisual or sound content, as well as its graphic design and source codes (hereinafter, the 'Content'), is the property of THE ORGANIZATION or has been assigned to it (unless expressly stated otherwise).

All Content, including the Portal itself, is the intellectual property of THE ORGANIZATION or third parties, so it cannot be understood that, under this Legal Notice, none of the exploitation rights that exist or may exist over the Content have been assigned to you beyond what is strictly necessary for the correct use of the Portal and Services. Failure to comply with the above will authorize THE ORGANIZATION or the holders of the corresponding rights to take legal action.

The distribution, modification, assignment, or public communication of the contents and any other act that has not been expressly authorized by the holder of the exploitation rights is prohibited.

The reproduction (printing and downloading) of extracts from the contents of the Portal or Website is authorized only when carried out for personal or private use, or at the level of research or study.

7. REGISTERED TRADEMARKS

All trademarks, trade names, or distinctive signs of any kind that appear on the Portal ("Trademarks") are the property of THE ORGANIZATION or third parties, and the use or access to the Portal and/or Services does not grant you any rights over said Trademarks. Trademarks are subject to applicable intellectual and industrial property laws, and their reproduction or use without the authorization of their owner is prohibited.

8. EXCLUSION OF WARRANTIES AND LIABILITY

THE ORGANIZATION provides access to the Portal, its Content, and/or Services with a reasonable level of competence and diligence. However, THE ORGANIZATION cannot offer guarantees or be responsible, in any case, for damages of any nature that may arise.

THE ORGANIZATION excludes, to the extent permitted by law, any liability for damages of any kind derived from, for example, errors or omissions in the content, lack of availability of the Website, or the transmission of viruses or malicious or harmful programs in the content. However, THE ORGANIZATION declares that it has taken all necessary measures, within its capabilities and the state of technology, to ensure the operation of the Website and prevent the existence and transmission of viruses and other harmful components to USERS.

9. RIGHT OF EXCLUSION

THE ORGANIZATION reserves the right to deny or withdraw access to this Website and/or the contents and services offered therein, without prior notice, to those users who violate these general conditions of use or the specific conditions that may be established.

10. LINKS

In the event that links or hyperlinks to other Internet sites are provided on the Website, THE ORGANIZATION will not exercise any control over such sites and contents. In no case will THE ORGANIZATION assume any responsibility for the contents of linked external websites, nor will it guarantee the technical availability, quality, reliability, accuracy, breadth, truth, legality, or validity of any material or information contained in any of these hyperlinks or other Internet sites. In this sense, if users become aware of the illegality of activities carried out through these linked third-party websites, they must immediately notify THE ORGANIZATION so that the link can be disabled.

11. REPORTING ILLEGAL OR INAPPROPRIATE ACTIVITIES

In the event that the user or any other Internet user becomes aware that Linked Sites refer to pages whose contents or services are illegal, harmful, denigrating, violent, or contrary to morality, they may contact THE ORGANIZATION, indicating the following:

- Personal data of the notifier: name, address, telephone number, and email address;
- Description of the facts revealing the illegal or inappropriate nature of the Linked Site;
- In the event of a violation of rights, such as intellectual and industrial property, the personal data of the holder of the infringed right when it is a person other than the notifier.
- Title proving the legitimacy of the rights holder and, where appropriate, that of representation to act on behalf of the holder when it is a person other than the notifier; and
- Express declaration that the information contained in the claim is accurate.

The receipt by THE ORGANIZATION of the communication provided in the preceding section will not imply effective knowledge of the activities and/or contents indicated by the notifier.

12. LEGISLATION

The relations established between THE ORGANIZATION, as the owner of this Website, and the user will be governed by the provisions of the current regulations regarding applicable law and competent jurisdiction, that is, the Republic of Equatorial Guinea.