

## **Terms of Use and Cookie Policy - Clearcust**

### **1. OWNERSHIP OF THE WEB SITE AND ACCEPTANCE OF TERMS USE**

Reading and acceptance of the TERMS AND CONDITIONS OF USE (hereinafter the "Terms of use") It is necessary for the use of web services [www.clearcust.com](http://www.clearcust.com) (hereafter condition, "Website").

Terms of Use constitute Terms of have contractual and obligational nature and govern the relationship between any user of the Website (hereinafter the "User") with Clearcust, SL (hereinafter, "Clearcust"), a company of Spanish nationality, residing in Ronda Sant Pere, No. 19, Floor 7, Door, 08010 Barcelona, inscribed in the trade register of Barcelona, with CIF B-677371617, e-mail: [hello@clearcust.com](mailto:hello@clearcust.com).

The use of this Web Site and its services implies full acceptance of the provisions included in these Terms of Use in accordance with the version published by Clearcust at the time the user accesses the Web Site.

The use of services offered to Professionals (as defined in clause 2 "Service Description") through the Website is subject to specific conditions that, where appropriate, replace, supplement and / or modify these Terms of Use.

therefore, before using these services, the practitioner must also carefully read and accept the corresponding particular conditions, if any.

### **2. DESCRIPTION OF SERVICE**

The purpose of the website is to provide an advertising service that allows professionals and companies related to the logistics sector, international transport, customs agencies and Supply Chain (hereinafter, "the professionals" or considered individually, "the professional") advertise and advertise their services to clients who require these specific services (collectively, "the clients", or considered individually, "the client").

Customers also can advertise their budget requests, for professionals interested can contact with them to provide them with information about these services.

Clearcust provides its customers with information on professionals and companies related to the logistics sector, international transport, customs agencies and Supply Chain, as well as the possibility to request quotes professionals and contact them. In addition, the service includes information on Professional, as customers may comment publicly on the website about the service offered by the professional referrals.

Clearcust not intervene in any way in negotiations conducted between client and professional, staying outside the same at all times, or implementation of agreed works between client and professional, so it is not responsible under any circumstances , the work done by the Professional Customer or the fulfillment of the Customer's obligations to Professional, absolving the client and the professional to Clearcust of any dispute that may arise between them.

### 3. LEGAL AGE AND CAPACITY

The Web site is aimed at seniors who have full legal capacity to act required for use. All children under this age are not allowed to use the Website and should not therefore use the services of the same, so Clearcust reserves the right to terminate and cancel the data of those users who, having been required to do this, do not prove to the satisfaction of Clearcust be of legal age.

### 4. REGISTERED USERS

Clearcust conditions the use of some services to the prior completion of the corresponding user record, either as a Professional or as Customer should indicate at least the information marked with an asterisk and choose a username and an identifying password. Users can unsubscribe Clearcust registration at any time by writing to [hello@clearcust.com](mailto:hello@clearcust.com).

The User agrees to keep your username and password and keep them confidential and to use due diligence. The User agrees to notify Clearcust as soon as the unauthorized use of your username and password or any other breach of security use.

Clearcust not be liable for any damages or losses that may result due to failure or lack of diligence in fulfilling this obligation on their part.

Users are solely responsible for the information provided in your registration, it ensures that the data provided Clearcust are accurate and up to date and is responsible for communicating to Clearcust any modification thereof, and to keep all information you have facilitated updated so responsive at all times to their real situation.

### 5. BUDGET REQUEST

Clearcust offers customers the possibility to request quotes professionals who are announced. To do this, the Customer provides recorded information and job characteristics on which to request a quote and agrees to be truthful and adjusted to reality. In any case, the Customer or Professional will be solely responsible for any false or inaccurate information to facilitate and the damage it may cause to Clearcust or others for the information.

When requesting a quote, Customer consents to their contact details and the content of your request to be transferred to third parties. Thus, these data provide Clearcust to at least four professionals, with the aim that come in contact with him to provide the requested information on the budget or requested service. Such communication of personal data is required to perform the service requested by the user and is governed by the Privacy Policy.

It is possible that in a particular geographical area Clearcust not have contact professionals who can provide the requested service. Based on the information provided by the Professional Client, it performs a budget that will be binding for the Professional if accepted, unless the job description does not correspond to reality has not provided full information or has provided estimated or indicative budget by professionals. In this case, the professional may modify the budget taking into account the reality of the work to be done.

Customer is not obliged to accept any budget that has been provided by Professionals contacted through Clearcust.

Customer may inform Clearcust of any irregularity regarding professional who advertise through the Website, although Clearcust I dont know responsible for the work and the professionalism of Professionals posted on the Website. If Clearcust becomes aware that someone is violating the current law, it will immediately cancel your account.

## 6. MODIFICATION OR ELIMINATION OF PROFESSIONAL INFORMATION

Users may exercise their rights of access, rectification, cancellation and opposition by email to [hello@clearcust.com](mailto:hello@clearcust.com). For more information on using Clearcust on the data it receives, see our Privacy Policy.

## 7. USE OF THE SERVICES AND WEB SITE

Users agree to use the services offered via the Web Site in accordance with applicable law, these Terms of Use, the particular conditions are realized for certain services and other warnings and instructions to his knowledge, as well as the moral and generally accepted good customs and public order.

Users waive use any of the materials and information contained on this Website for unlawful purposes or expressly prohibited by these Terms of Use as well as the particular conditions which, if any, are enabled, or against the rights and interests Clearcust, its members or third parties and must respond against them in case of contravention or breach of obligations or in any way (including the introduction or spreading of "computer viruses") damage, disable, overburden, impair or impede the normal use of materials and information contained on the website, information systems or documents, files and all kinds of content stored on any computer (hacking) of Clearcust, its members or any user of the website.

### **anti-spamming policy Website and App**

Users undertake to refrain from:

- Collect data for advertising purposes and to transmit any kind of publicity and communications for the purpose of sale or other commercial nature.
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- Make available to third parties for any purpose, data collected on the Website.

Users or third parties harmed by the receipt of unsolicited messages may report that fact by sending a message to the following email address: [hello@clearcust.com](mailto:hello@clearcust.com).

### **Suspension or revocation User**

If Clearcust considers that fail to comply with these conditions, it reserves the right to suspend or revoke your registration and right to access or use the Web site at any time without liability or need to inform the user.

Clearcust can use for it any operational, technological, legal or other available for these conditions are met (including, without limitation, blocking IP addresses) method.

Clearcust may notify the user about blocking or termination of your access to the Website, although it is not obliged to do so.

## **8. REVIEWS**

Customers may add opinions and comments regarding Professionals discharged in the Directory of Professionals.

These opinions may be based on those services as a result of the use of the Website or those other performed outside Web site. Clearcust reserves the right to publish, extract, summarize or shorten the content of the opinions made by clients. The User agrees not to transmit, distribute or make available to third-party content or comments or opinions that, merely indicative and not exhaustive:

Either way they are contrary, disparage or violate fundamental rights and public freedoms recognized in the Constitution, international treaties and other legislation in force.

- Induce, incite or promote criminal, slanderous, defamatory, violent or, in general, contrary to law, morals and good customs generally accepted or public order.
- induce, incite or promote actions, attitudes or thoughts discrimination on grounds of sex, race, religion, creed, age or condition.
- Do not take into account the goods or services developed by the Professional or comments that have no qualitative value (eg "work is not yet finished").
- Incorporate, make available or allow access to products, elements, messages or criminal, violent, offensive, harmful, degrading or, in general, contrary to law, morals and good customs generally accepted or public order.
- Induces or may induce others to an unacceptable state of anxiety or fear.
- They are insulting, offensive or demeaning.
- not correspond to the work carried out by the professional.
- They are contrary to the right to honor, personal and family privacy or image of individuals.
- Violate the rules set on the secrecy of communications.
- They are false or do not correspond to reality.
- Whether it's illegal, deceptive or unfair advertising.
- Cause its characteristics (such as format, extension, etc.) difficulties in the normal operation of services.

Clearcust reserves the right to withdraw from the website any comments and opinions that are inconsistent with these Terms of Use. Clearcust under no circumstances be held responsible for the contents or opinions expressed by a user on the Web site.

Also Clearcust reserves the right to modify the content published by the Professional on the Web Site, the only advertising effects of attributing a better presentation and distribution on the Web, and highlight the characteristics of the services offered and to adapt style content and minimum quality Clearcust.

To this end, the Professional authorizes Clearcust to, for free, make such modifications or adaptations to freely reproduce, distribute, advertise or exploit for any form or medium such content published by the Professional, waiving any rights of economic content they may be entitled, as compensation or any other title.

## 9. MESSAGING PRIVATE

Clearcust offers users a courier that allows them to communicate with each other. Users undertake not included in these messages contained contrary to the law and these Terms.

Clearcust can not control or review the contents published in these private messages from users, so the user will be solely responsible to send text hereby against Clearcust and third parties.

However, Clearcust, as owner of the Web site, you can if, in its sole discretion and needs access to these private messages, including reading, control and registration of user activity, end users know and accepted. In particular, and using the private messaging Web site, users give their express consent to monitoring or recording of activity, and they recognize that they have no expectation of privacy with respect to the transmission of communications through the various means provided by Clearcust through the Web Site. Clearcust not responsible in any way for the information provided by users or their veracity or relevance, content and information being provided solely the responsibility of card issuer.

## 10. INTELLECTUAL PROPERTY

Clearcust owns the domain names: \* [www.clearcust.com](http://www.clearcust.com)

The website in its entirety, including without exception its design, structure and distribution, text and contents, logos, buttons, images, drawings, trademarks, trade names, source code, creatives, and all intellectual property rights and industrial and any other distinguishing marks belong to or have as an assignee to Clearcust or, where appropriate, to natural or legal persons listed as authors or right holders or its licensors, may not be construed that the use and access to the Site web and App and use of their services it gives the user any rights on these elements. The user undertakes to respect these rights.

### Material posted by Users

The User is the owner of all material posted on the Website, provided it is really the rightful owner of what it publishes. The post, the User warrants that it has permission to do so and automatically granted a non-exclusive, continuous and universal license so you can use Clearcust.

Clearcust may assign or transfer the above license its affiliates and successors without the consent of the user needed. Clearcust reserves the right to disclose the User's identity to third parties claiming that material posted on the Website violates their intellectual property rights, privacy or other.

Clearcust not assume any responsibility for the intellectual or industrial property owned by third parties that are infringed by a user. You may not reproduce, use, modification, distribution or public communication of the Website for uses other than the legitimate information or hiring by the users of the services offered.

By using the Web Site, you acknowledge that you do not have any ownership rights or license them.

Clearcust reports the existence of a system of claim rights to the content posted on the site, by sending an email to the following address: [hello@clearcust.com](mailto:hello@clearcust.com)

## 11. POLICY COOKIES

The Web site may use cookies when a user browses its websites and web pages. A cookie is a file that is downloaded to your computer to access certain web pages. Cookies allow a website, among other things, store and retrieve information about browsing habits of a user or your computer, depending on the information they contain and the way you use your computer, can be used to recognize to user.

Cookies can use a Web site are the following type:

- Cookies themselves: they are those that are sent to the terminal user's computer from a computer or domain managed by the editor itself and from which the service requested by the user is provided.
- Third-party cookies: those that are sent to the terminal user's computer from a computer or domain that is not managed by the editor, but by another entity that processes the data obtained through cookies.
- Session Cookies: Cookies are a type designed to collect and store data while the user accesses a web page.
- Persistent Cookies: Cookies are a type in which data are stored in the terminal and can be accessed and treated for a defined by the head of the cookie and can range from a few minutes to several years period.
- Cookies analysis: are those well treated by Clearcust or third parties, allow us to quantify the number of users and perform the measurement and statistical analysis of the use made by users of the service offered. To do your browsing discussed in our website in order to improve the supply of products or services that we offer.
- advertising cookies: those that enable the management, the most efficient way of advertising spaces, if any, the editor has included on a website, application or platform from providing the requested service based on criteria as the edited content or the frequency in which ads are displayed.
- Cookies behavioral advertising: they are those that enable the management, the most efficient way of advertising spaces, if any, the editor has included on a website, application or platform from providing the requested service. These cookies store information user behavior obtained through continued observing their browsing habits, allowing to develop a specific profile to display ads based on the same.

Currently this site does not use cookies, beyond essential to enable your navigation on the site, used by the service Google Analytics, Google AdSense and Criteo, for the collection of statistical and analytical information and related advertising insertion behavioral.

Regarding third-party cookies, the service providers with whom we have hired a service for which the use of cookies is necessary.

The user can accept or not the installation of cookies, block or delete cookies installed on your computer. Should not allow the installation of cookies in your browser you may not access any section of our Web site. Listed below are links cookies to customize Web browsers:

- Chrome: <https://support.google.com/accounts/answer/61416?hl=es-419>
- Firefox: <https://support.mozilla.org/t5/Cookies-y-cach%C3%A9/Cookies- information% C3%B3n-to-the-sites-web-keep-in-your-computer / ta- p / 15851>
- Internet Explorer: <http://support.microsoft.com/kb/196955>
- Safari Web: <http://support.apple.com/kb/PH5042>
- Safari iOS: <http://support.apple.com/kb/HT1677>

The user can also express their preferences through the following platforms: IAB opt-out platform

(<http://youronlinechoices.eu/>). Network Advertising Initiative opt-out platform (<http://www.networkadvertising.org/choices/>), Digital Advertising Alliance platform (<http://www.aboutads.info/choices/>), which offer options for establishing criteria for all the companies registered on this platform. You can view the video tutorials published by the Spanish Agency for Data Protection:

<http://www.youtube.com/user/desdelaAEPD> or move any consultation [hello@clearcust.com](mailto:hello@clearcust.com)

## 12. EXCLUSION OF GUARANTEES AND LIABILITY

Except where expressly described in these Terms of Use and the rest of the regulatory framework of this Website, Clearcust not liable for damages of any kind due to the lack of accuracy, completeness, timeliness and errors or omissions that may suffer the information and services contained on this website or other content that can be accessed through the same or assume any obligation or commitment to verify or monitor its content and information.

### **Exclusion of guarantees and responsibility for the operation of the Web Site and its services**

Clearcust not guarantee the availability and continuity of the Web Site, the App and its services. Clearcust seek sufficient advance notice of interruptions that may occur in the operation of the Web Site and its services wherever this is possible. Clearcust, or server, can not be free from viruses, bugs, spyware (spyware), malicious software like Trojan horses or. Clearcust not responsible for any damage to hardware or software on your computer or other technology.

### **Sponsor is not responsible for any loss of information following transmission, using erroneous data or content posted by users.**

Clearcust excludes, to the extent permitted by law, any liability for damages of any kind that may be due to lack of availability or continuity of the Website, and its services or the fraudulent use that users could have attributed to the Website and its services and Client, although not exclusively, to failures in access to different web pages that configure the Web site.

Exclusion of guarantees and liability for the use of the Website and the services and contents by Users Clearcust does not guarantee that users use the services and contents of the Web Site in accordance with these Terms of Use and, where appropriate, with the special conditions that may apply, or do so in a diligent and prudent.

Clearcust does not guarantee the accuracy of the data that users provide about themselves well in their registration area, either in its shares on the Website. It also does not guarantee that Clearcust posted on the Website by Users comply with the provisions contained in these Terms of Use, with particular conditions and the law.

Clearcust excludes any liability for damages of any kind that may result from the use of services and content by users or that may result from the lack of veracity, validity or authenticity of the information that users provide to other users about themselves and, particularly, though not exclusively, for damages of any kind that may be due to the impersonation of another by a User in any kind of communication through the Site Web.

## **Exclusion of guarantees on links to other websites**

This Web Site or the App contains links or hyperlinks to other websites. Users must be aware that Clearcust is not responsible for the privacy practices or content of such other sites. We encourage users to be aware that using one of these hyperlinks are leaving our Website and should read and review the general conditions and privacy policies of those other sites.

## **Exclusion of guarantees by the qualification of professionals and execution of works**

Clearcust not intervene in any way in negotiations conducted between client and professional, staying outside the same at all times, so you will not be responsible in any case, compliance with the Customer's obligations to Professional, absolving Customer expressly and Professional to Clearcust of any dispute that may arise between them.

Customer is solely responsible for checking the fitness of services offered by the professional, and that they are tailored to customer needs. Customer also assumes the responsibility for examining the qualifications, training and professional competence of the Customer and to perform timely follow on the commissioned work, materials and suitability, aesthetics or not, as required by the Customer and agreed in the timely budget. Under no circumstances will control or Clearcust involved in the execution of work by the professional, and the adequacy, quality or result thereof, so Clearcust excludes, to the extent permitted by law, any liability for damages of any kind that they may result from the execution or result of the assignment to Professional and Customer expressly exempts Clearcust of any discrepancies, liability, damage, loss or impairment as a result of hiring or work performed by the professional.

## **13. PRIVACY POLICY CLEARCUST.COM**

Please read this Privacy Policy carefully before you start using the Website, or tool and facilitate any personal information. It will help you make informed decisions. If you use the Web Site or the tool is because it accepts that Clearcust treat your information and personal data in accordance with this Policy Privacy.

This Privacy Policy applies from the date of entry into force listed at the end of this document. Privacy Policy applies to [www.Clearcust.com](http://www.Clearcust.com) site ( "Web Site"), and the application "Control Tower" ( "Tool"). In the treatment of personal data of its users, Clearcust comply at all times with current legislation in Spain and in particular with the EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Directive 95/46 / EC (hereinafter "RGPD") repealing people.

Clearcust only treats the personal data obtained from the forms filled voluntarily by the principles of lawfulness, fairness and transparency, purpose limitation, data minimization, accuracy, limited term of conservation, integrity and confidentiality and proactive responsibility Users low.



## IDENTITY AND CONTACT THE RESPONSIBLE FOR DATA PROCESSING

The controller is Clearcust, SL (hereinafter, "Clearcust"), a Spanish company, established in Ronda Sant Pere, No. 19, Floor 7, Door, 08010 Barcelona, inscribed in the trade register of Barcelona, with CIF B-677371617, e-mail: hello@clearcust.com. And hereinafter collectively "Clearcust".

## CATEGORIES OF DATA AND PURPOSE OF TREATMENT LEGAL BASIS OF THE SAME

Clearcust addresses the following categories of data users:

- Contact details: name, mailing address, email address, phone.
- Economic data: current account numbers, credit card numbers.
- Preferences: Information that users provide about your preferences, for example, the kind of products.
- Using the web and communications: how to use our web; If you open or forward our messages; as well as information gathered through cookies and other technologies of tracking Policy on cookies.

Clearcust is only the basic personal data provided by users and does not address special categories of personal data (Article 9 RGPD). The main purpose for which we treat user information to provide the services specifically requested on the form to capture information, and also for the following purposes:

- a) Provision of advertising and promotion professionals;
- b) Provision of services expressly requested by the user, consisting of obtaining estimates of professionals for the provision of international freight and customs management and manage payments and subscriptions for each professional;
- c) Providing support services and user support, report service issues or account (eg password reset, warn of misconduct and, if necessary, report the suspension or deletion of User's account);
- d) In the event that requested by the Professional development of management services clients and contacts, as well as its ongoing work carried out and through the

Tool. In this case, the data Clearcust try to Pro in the form of custom treatment. (See "Clearcust in charge of treatment" in "Terms of Service Tool" Control Tower "").

- e) Performing marketing, operational and statistical activities. No automated profile based on said decisions will be made.

Users expressly consent to receive these emails, but may unsubscribe (i) specified in any communication you send e-mail link, (ii) in your personal settings on the website or (iii) by sending a hello@clearcust.com email.

However, this does not imply the loss of certain non-commercial communications, such as messages relating to your account.

- f) also Clearcust you can treat user data purposes commercial and advertising about products and services like communications themselves. In the case of commercial communications about products and services Clearcust own analogues may also treat your data under the legal basis of legitimate interest (6.1.f) RGPD users have the right to oppose such reception at any time.

The legal basis for data processing Users by Clearcust is the User's consent (Article 6.1) RGPD).

Alternatively, Clearcust may process the data of users as a result of the need for execution of a contract to which the user is part (art. 6.1b) RGDP). That contract is the budget request by the Customer and advertising and promotion of professional services.

For Professionals, Clearcust may also treat your data under the legal basis of legitimate interest (6.1.f) RGPD). Such legitimate interest is the maintenance and promotion of business and professional relationships between professionals and Clearcust and fraud prevention.

Communication of personal data by the user is voluntary and is not legal or contractual status or condition.

However, if the user will unable to provide certain services to the User by Clearcust. The User may withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.

Clearcust always ask and inform the user consent before using your data for any purpose other than those described in this Privacy Policy.

## **RECIPIENTS OF PERSONAL DATA**

Clearcust communicate the personal data of users to the following recipients, which expressly agree to the User:

- i) professionals stated in every moment in the directory of professionals Clearcust to comply with the request by the Customer;
- ii) it anonymized, to advertising and programming providers to share statistics;
- iii) A charge of treatment to provide certain services for Responsible (advertising, administrative and accounting, etc).

## **TERM PRESERVATION OF DATA.**

Provided personal data will be kept for the time duration of the relationship with those responsible and if the user does not request the removal or cancel them. After that period, they will be maintained during the established legal deadlines.

Data is removed from our database once the shelf abovementioned elapsed.

## **OTHER USER RIGHTS**

User can get confirmation on whether Clearcust is processing personal data relating to him and to access them.

The User may request Clearcust the exercise of rights of access to personal data, rectification, deletion, limiting their treatment, opposition and portability, by sending an e-mail to hello @ Clearcust .com, attaching a copy of an official document identifying the user and clearly stating the right you want to exercise. You can request the forms for the exercise of the rights to that e-mail referrals.

All stakeholders who have given consent for a specific purpose, have the right to withdraw this consent at any time.

Users can also file a complaint with the competent supervisory authority: Spanish Agency for Data Protection, Calle Jorge Juan, 6, 28001 Madrid; Phone: +34 901 100 099 / +34 91 266 35 17; Website: [www.agpd.es](http://www.agpd.es).

## **PRIVACY OF MINORS**

The Web Site is directed to adults. Clearcust does not collect or maintain voluntarily any Personal Information minors. If Clearcust becomes aware that the User is a minor, will proceed to the immediate cancellation of their personal data and account.

## **SAFETY MEASURES ADOPTING CLEARCUST FOR ENSURING CONFIDENTIALITY OF DATA**

Clearcust adopts the technical and organizational measures to prevent loss, misuse, alteration, unauthorized access, theft of personal data, and to ensure a level of security appropriate to the risk, given the state of technology, implementation costs, the nature, scope, context and purposes of treatment and risk probability and severity variables for the rights and freedoms of individuals.

The use of personal data of users, Clearcust undertakes to respect the confidentiality and use in accordance with the purpose of treatment and to comply with its obligation to keep it and adopt all technical and organizational security measures ensure a level of security appropriate to the risk.

Clearcust takes particular account of the risks of the data processing, particularly as a result of destruction, loss or accidental or unlawful alteration of personal data transmitted, stored or processed otherwise, or communication or unauthorized access to such data .

Also Clearcust takes steps to ensure that any person acting under his authority and access to personal data of users only to treat such data by following the instructions Clearcust, unless it is obliged to do so under European Union law or from Spain.

## **14. WITHDRAWAL**

In the event that any user or third party considers that there are facts or circumstances revealing the illegality of any content on the Web or use, you must contact Clearcust through of [hello@clearcust.com](mailto:hello@clearcust.com) either through the contact information listed on the Website and these Terms of Use, always indicating (i) the claimant's personal data (name, address, ID card number or passport number phone and email address) and (ii) the alleged illegal activity conducted on the website or App and motivation to disclose such illegality.

## **15. TERM AND TERMINATION**

Presenting Clearcust services provided through the Web Site and App has in principle indefinitely. However, Clearcust is authorized to terminate or suspend the provision of its services at any time, without prejudice to any provisions in this regard in the corresponding conditions. In any case, if possible, prior warning Clearcust seek the termination or suspension of any service or all thereof.

**16. LAW AND JURISDICTION**

These Terms of Use are governed by Spanish legislation under the jurisdiction of the courts of Barcelona.

**17. EFFECTIVE DATE AND CHANGES TO THE TERMS OF USE**

Use these Terms were last updated on April 4, 2019. Clearcust reserves the right to modify, amend or change unilaterally these Terms of Use at any time. When this happens, the new Terms of Use on the Website as well as the date on which they enter into force at the end of the Terms of Use will be published. We recommend you visit this page regularly to keep abreast of changes that they can produce. If you do not accept changes to these Terms of Use, do not use the Website. The use of the Website or App continuously implies acceptance of these Terms of Use and any amendments thereto.

**18. DESCRIPTION OF SERVICE****A) Services offered Tool**

The purpose of the tool is to offer a free service management that allows professionals subscribed to the service (hereinafter "Professionals" or, individually considered, "the Professional") store and manage data contacts and clients, current and potential, requiring those specific services ("Customers" or individually considered, "Customer"), save lists of works done, create or submit estimates and invoices as well as track and create reports related professional services offered. Thus the Professional Tool can centralize document management customers, contacts, jobs and invoices.

**B) Services Tool**

The tool aims to organize and facilitate the work of professionals, but never lends or provides services for accounting, tax, organizational, human resources or other advice. Therefore, neither Clearcust or tool adviser, decide or They take any decision regarding the legal, accounting or tax implications related to the actions of the Professional.

Thus, the professional is solely responsible for the use of the tool and the adoption of decisions such as billing, impact and determination of applicable taxes (VAT, IGIC, IPSI, etc.), deductions and tax calculations, etc.

Similarly, the professional responsible for compliance with applicable regulations in each case in their professional activities and processing customer data. Clearcust not intervene in any way in the preparation of budgets, invoices and reports from professionals, or any kind of negotiations or relationships between client and professional, made through the tool, or in the determination and application of taxation the services provided by the professional, remaining outside the same at all times.

**C) Duration of service**

The presentation of the services provided Clearcust has in principle indefinitely. However, Clearcust is authorized to terminate or suspend the provision of its services at any time, without prejudice to any provisions in this regard in the corresponding conditions. In any case, if possible, prior warning Clearcust seek the termination or suspension of any service or all thereof.

To use the tool, the Professional must be at all times high and maintain the services contracted determine Clearcust. In the event that Clearcust, according to its discretion, modify the criteria and giving access allow the use of the tool or the stop hiring professional services Clearcust, Professional may lose any information or data that would stored in the tool, without prejudice to the information can be downloaded on your device, and Clearcust you can eliminate discretion, upon notice to Professional. In any case the professional may deduct any claim against Clearcust in the event that such removal or withdrawal of licenses or privileges to use the tool occurs.

## **19. DISCLAIMER**

Clearcust no warranties or representations that the tool meets or can meet the requirements and expectations of the professional regarding the purpose, quality, fitness for any particular purpose, compatibility with systems Professional, or that the tool is completely safe, always available, completely free of errors or that all information provided will be completely accurate.

Professional liability discharge Clearcust regarding the decisions taken and the use of the tool can do.

So broadly as possible in law, Clearcust is released from any damage, loss, liability or contingency arising from the use of the tool by the Professional.

## **20. PROPERTY INTELLECTUAL RELEVANT TO TOOL**

All intellectual property rights related to Control Tower are owned by Clearcust. Professional does not acquire any rights to it by the mere use of the tool.

Clearcust grants the professional a license to use the tool, you have unlimited, free and non-transferable character, Clearcust discretion may cancel or modify the terms of this license at any time.

## **21. EFFECTIVE DATE AND CHANGES TO THE TERMS OF USE**

Terms of Use were last updated on 05 April 2019. Clearcust reserves the right to modify, amend or change these Terms unilaterally Control Tower at any time. When this happens, the new Terms of Control Tower and the date on which they come into force will be published. We recommend that you visit this page regularly to keep abreast of changes that may occur.

Failure to accept the changes of the Terms Control Tower, do not use the tool. Using the tool continuously constitutes acceptance of these Terms of Control Tower, while the Terms of Use and Cookie Policy Clearcust website and any amendments thereto.