TERMS AND CONDITIONS OF USE
FOR THE METASHIELD METASHIELD CLEAN-UP
ONLINE-ANALYSIS SERVICE

IMPORTANT: PLEASE READ THESE TERMS AND
CONDITIONS CAREFULLY BEFORE USING THIS
SERVICE.

The present terms and conditions of use (hereinafter, the “Terms”) constitute an agreement between Telefónica Cybersecurity & Cloud Tech, S.L., bearing tax identification code (N.I.F.) B01636760 and with registered office at calle Ronda de la Comunicación s/n, Distrito Telefónica, Edificio Oeste 3, 28050, Madrid (also named “ElevenPaths”) and You (whether as a natural or legal person) with respect to the use of the hired service METASHIELD CLEAN-UP ONLINE-ANALYSIS (hereinafter, also, the “Service” or “ANALYSIS”), by yourself.

ANALYSIS is owned by ElevenPaths and, together with any other ANALYSIS service that ElevenPaths has or may launch in the future, it is included in the company’s “METASHIELD ONLINE SERVICES”.

ANALYSIS is protected by international copyright laws and treaties as well as other applicable laws and treaties relating to intellectual and industrial property. ANALYSIS is not licensed or sold.

ANALYSIS includes:
- Updates, releases, improvements, future versions;
- Supplements or associated software components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany such services, in which case those terms will apply.

Unreserved acceptance of the Terms is essential for the provision of the Service by ElevenPaths.

Through (i) the electronic acceptance of these Terms or (ii) the use of ANALYSIS, you fully and explicitly accept having read, understood and agreed to be bound by these Terms without modification. If you do not accept them or do not intend to be legally bound by the Terms, do not access or use ANALYSIS in any way.

1. OBJECT

These Terms regulate the provision, by ElevenPaths to You, of the access to and use of ANALYSIS.

These Terms do not imply any obligation for ElevenPaths to update any software, or to issue any version, release or update of ANALYSIS.

2. DESCRIPTION OF THE SERVICE


When the webpage is closed or the analysis process is restarted, any record generated as a consequence of the Service will be completely erased.

ElevenPaths will indefinitely compile and store any detected metadata information for later consultation, as well as for its statistical use and to improve the Service. You may request that this information be deleted permanently.

The ANALYSIS services imply the storage of the files by ElevenPaths during the period of time deemed necessary for the extraction of metadata. After this, the files are permanently deleted.

ANALYSIS can be accessed through the following link: https://metashieldclean-up.elevenpaths.com

3. SERVICE PROVISION

ANALYSIS may be used by accessing https://metashieldclean-up.elevenpaths.com. An internet connection is required as well as an electronic device with a compatible web browser. These elements, being outside the scope of these Terms, must be provided by You.

3.1. Technical requirements for the provision of the service

The following is a summary of the technical specifications that You must observe in order to access and use the Service. These specifications are of a minimum nature, and the performance of ANALYSIS may vary for various technical reasons beyond the influence of ElevenPaths, such as, for example, available bandwidth, type of electronic device used by You, version of the operating system or browser used, etc.
If the minimum technical requirements to access the Service change, ElevenPaths will make the information available to you via email or on the web page https://metashieldclean-up.elevenpaths.com.

3.2. Internet connection
Access to ANALYSIS requires the use of an Internet connection by You with a minimum symmetrical bandwidth dedicated to the Service of one megabit per second (1Mb/s) to ensure proper operation.

It is your responsibility to configure the aforementioned Internet connection that is required to provide the Service. In no case will ElevenPaths configure those parameters.

3.3. Compatible web browser
In order to ensure proper provision of the Service, You must use the most updated versions of web browsers: Microsoft, Internet Explorer or Edge, Mozilla Firefox or Google Chrome, as well as any other that may be compatible with the Service and following the technical specifications described in these General Conditions. In case of doubt, You may consult metashield@support.elevenpaths.com.

The use of browser extensions or add-ons may negatively affect or even prevent the proper provision of the Service; ElevenPaths is exempt from any liability that may arise from such events.

3.4. Start-up of the Service
ElevenPaths will make reasonable efforts to provide support services during the process of registration or access to ANALYSIS (“Support Services”). Any request for Support Services should be sent to ElevenPaths through the following email address metashield@support.elevenpaths.com.

4. CLIENT OBLIGATIONS

4.1. Use
To respect the use of ANALYSIS, You further agree that You (and that the End Users as explained below):

(a) must comply with ElevenPaths’ instructions regarding the use of “ANALYSIS”;

(b) must not (i) use ANALYSIS in a manner that is inconsistent with the reasonable use of ANALYSIS and principles of good faith, (ii) use ANALYSIS in a manner that, in ElevenPaths’ judgment, directly affects (or is likely to affect) ANALYSIS or other ElevenPaths customers, (iii) use ANALYSIS in any way that may disturb, interfere with, distort or damage ElevenPaths systems, (iv) use ANALYSIS fraudulently or in connection with a crime, (v) use ANALYSIS to send, receive, store or knowingly communicate any material that is illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, including a nuisance or deception or any other type of material susceptible to cause offense, (vi) use ANALYSIS to harass, spy on, disturb, cause unnecessary distress or anxiety to any person, or to impersonate any other person or act in any way that may reasonably be considered unpleasant, or that is harmful to others in any way, (vii) use ANALYSIS in a manner that contravenes any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use ANALYSIS to send spam or send unsolicited advertising or promotional material, (ix) use ANALYSIS to send or transmit content or software material, that consists in or contains a virus, (x) use ANALYSIS in a manner that may damage the reputation of ElevenPaths or any entity within the Telefónica Group, the reputation of METASHIELD ONLINE SERVICES or otherwise discredit ElevenPaths or the reputation of third parties, (xi) own or continue to maintain the licenses, consent and/or notifications required under any applicable law, regulation and/or administrative order to receive and use ANALYSIS, should they exist.

(c) will use ANALYSIS only (i) for internal use in ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided for in these Terms and any documentation that is part of ANALYSIS.

(d) will not use any documentation that is part of ANALYSIS except to support its authorized use;

(e) will not, notwithstanding which that is expressly set forth in these Terms, (i) modify, adapt, translate, duplicate, disassemble, decompile, reassemble, reverse compile or reverse engineer or take similar actions with respect to ANALYSIS or the mobile applications that you can access through ANALYSIS for any purpose whatsoever, or (ii) attempt to discover the underlying source code or algorithms of ANALYSIS or the mobile applications that you can access through ANALYSIS (unless prohibited by current law and then only to the extent specifically permitted by the applicable law, and only after providing ElevenPaths with reasonable written notice in advance and the opportunity to respond);

(f) in designing, modifying or developing software for services that are similar in their purpose, scope or function to ANALYSIS, will not participate in competitive MARKING FILE, benchmarking, use, evaluation or visualization of ANALYSIS or create any derivative based on ANALYSIS, either for internal use, licensing or resale; and
(g) must comply with applicable laws and will not allow any party, either directly or on your behalf, to infringe or violate any of these restrictions.

(h) with respect to the maintenance of copyright notices, will not remove nor modify any copyright notice in any of the copies of ANALYSIS nor in any of the mobile applications that you will be able to access by using Metashield ANALYSIS.

5. OBLIGATIONS OF ELEVENPATHS

5.1. Access

ElevenPaths grants You the right to access and use ANALYSIS on files for which the Service was designed.

5.2. Service availability

ElevenPaths will put forth its best efforts to provide maximum availability and continuous access to ANALYSIS.

5.3. Customer support and technical assistance service

ElevenPaths will provide you with an additional technical assistance service for ANALYSIS via email addressed to metashield@support.elevenpaths.com.

6. SUPPORT SERVICES

Requests for Support Services will be handled by ElevenPaths as soon as possible via email addressed to metashield@support.elevenpaths.com.

7. FEES

It must be taken into consideration that to access and use ANALYSIS is free.

8. DURATION AND TERMINATION

The validity of these Terms will be maintained during the time of use of ANALYSIS applied to a file.

Once finalized, a new acceptance of these Terms will be necessary.

Notwithstanding the foregoing, ElevenPaths may, at its sole discretion and without prior notice, terminate these Terms.

In addition, ElevenPaths may terminate this relationship immediately in the event that (i) You do not comply with your payment obligations regarding the corresponding fees, provided that ElevenPaths gives you prior notice and does not correct them within ten (10) days after the date of notification (ii) ElevenPaths determines, at its sole discretion, that the provision of the Service offered to You is prohibited by applicable law or rendered impracticable or unfeasible for any legal or regulatory reason, (iii) ElevenPaths determines, at its sole discretion, that You breach any of the terms and conditions of this document or that You are using ANALYSIS, or are acting in such a way that the use of ANALYSIS granted to other customers or on any infrastructure related to ANALYSIS may be adversely affected or (iv) ElevenPaths determines, at its sole discretion, that your use (or that of your End Users) of ANALYSIS poses a security or service risk that may involve the responsibility of ElevenPaths or third parties.

Upon termination or expiration of these Terms, the right to use ANALYSIS automatically and immediately ends.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying feature on ANALYSIS and its copies, as well as any other distinctive signs, patents, license or copyright are the intellectual or industrial property of ElevenPaths or its suppliers.

These Terms only grant You the limited right to use ANALYSIS under the terms and restrictions specified herein. You do not have and will not acquire any other right, title or interest in connection to this Service, which will at all times be under the exclusive ownership of ElevenPaths or a third party licensor applicable to ElevenPaths.

All titles and intellectual property rights over the content that can be accessed through the use of ANALYSIS are the property of the respective owner of the content and may be protected by applicable laws and copyright or intellectual property treaties. These Terms do not grant You any right to use such content. All rights not expressly granted are reserved by ElevenPaths.

You acknowledge and agree that ElevenPaths will be the sole owner of improvements, updates or derivative works of ANALYSIS that are developed by ElevenPaths during and after the termination of these Terms. Without limiting the foregoing, You expressly acknowledge and agree that ElevenPaths will be the sole owner of any newly developed intellectual and industrial property, including but not limited to (i) newly developed, revised or modified
source code and (ii) those related in any way to ANALYSIS or to the general business of ElevenPaths, regardless of whether they are developed, revised or modified in response to your requests, suggestions or ideas, even if they are made via payments made by You. During the validity of these Terms, and thereafter, you will not claim the invalidity of ElevenPaths' intellectual property right over ANALYSIS, or contest the right, title or interest of ElevenPaths in and to ANALYSIS, and shall not cause, influence or help in any way from any other party to make such claims or disputes.

10. NO WARRANTIES

ElevenPaths expressly waives the right to grant any warranty for ANALYSIS. You understand and expressly accept that the use of ANALYSIS is exercised at your own risk. ANALYSIS is supplied as-is and according to availability. Without any express or implied warranty of any kind, including, but not limited to, any warranty of merchantability, non-infringement or fitness for a particular purpose, even without guarantee that ANALYSIS will meet your requirements or that use of the Service may be uninterrupted, timely, secure or free of errors, or that the results that can be obtained by using ANALYSIS are accurate or reliable or that the quality of ANALYSIS meets your expectations. ElevenPaths does not guarantee or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other elements contained in ANALYSIS. ElevenPaths makes no guarantees regarding any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other computer program of this type. ElevenPaths also expressly disclaims any warranty or representation to End Users or third parties.

You agree to hold ElevenPaths harmless and indemnify it and its affiliates (including any entity within the Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third-party claim arising from or related to your use (or use by End Users) of ANALYSIS with respect to these Terms (ii) any and all damages as a result of a violation by You or your End Users of any applicable regulation or law or as a result of any other action related to the use of ANALYSIS, or as a result of a breach of any of these Terms by your End Users or as a result of the use of the ANALYSIS by your End Users; (iii) any claim against ElevenPaths made by any of your End Users or third parties related to any service, content or other service provided or sent by You (directly or through your End Users) using ANALYSIS, or (iv) any damage to any equipment belonging to ElevenPaths or any other Telefónica Group company caused by your breach or a breach by your End Users of these Terms; including any liability or expense arising from all claims, losses, damages (actual or consequential), requests, lawsuits, costs of litigation and attorney’s fees, or of any kind and nature. In such case, ElevenPaths will provide you with written notice of such claim, suit or action.

11. LIMITED LIABILITY

In no event shall ElevenPaths be liable for any damages (including, without limitation, loss of profits, loss of business, business interruption or loss of information) that arise from your use or inability to use ANALYSIS (including by your End Users), the cost of the acquisition or goods and substitute services, the declaration or the conduct of third-party services or products, even if ElevenPaths has been advised of the possibility of such damages.

In no case shall ElevenPaths be liable for the loss of data or for indirect, special, incidental or consequential damages (including losses, business losses, whether direct or indirect, or loss or corruption of data), or for any other indirect or consequential loss, or for damages based on these Terms, grievance or otherwise.

ElevenPaths shall have no responsibility with respect to the content of ANALYSIS or any part of the Service, including, but not limited to errors or omissions, slander, infringement of advertising rights, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or disclosure of confidential information.

In any case, the aggregate limit of liability of ElevenPaths for all damages arising from or related to these Terms or ANALYSIS will be limited to fifty percent (50%) of the fee paid by you for the right of access to and use of ANALYSIS and received by ElevenPaths after the last twelve (12) months immediately preceding the event that gave rise to the claim.

Nothing in this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from that party’s negligence; or (ii) fraud or false or misrepresented statement.

Nothing in this agreement will exclude or restrict the liability of any party for any liability that cannot be excluded or restricted by law.

12. CONFIDENTIALITY

You agree to treat any information, data, news or documents in any means related to ANALYSIS that you obtain or receive as a result of the conclusion or
execution of these Terms (the “Confidential Information”) in a strictly private and confidential manner and not to disclose any such information to third parties.

The commitment established in the previous paragraph will not be considered breached if the information, news, data and/or documents are already in the public domain when they are disclosed or if the disclosure of such information is required by law or a competent authority orders the total or partial disclosure of Confidential Information.

For the purposes of this section, the Confidential Information also includes these Terms, including relevant consideration of the ElevenPaths system, any document, business offer, information or presentation that has been provided to you by ElevenPaths related to the technology of ElevenPaths’ business partners, promotional and marketing activities, finance and other business matters.

The confidentiality obligations set forth in this document will survive the termination of these Terms and will continue until any of the exceptions included in this article apply.

If You are required by an applicable statute, law or regulation or by a legal or regulatory authority to proceed to disclose any Confidential Information, you must properly notify ElevenPaths (if the law, regulatory authority or relevant authority permits it) the need to do so for the affected party to be able to make a timely request for a protection order or other appropriate remedy or to waive compliance with the terms of this section. You also agree to cooperate with ElevenPaths in your efforts to obtain such an order of protection or other remedy. In the event that such a protection order or other remedy is not obtained, You must allow the provision only of the portion of Confidential Information in this document that is advised as per the opinion of a lawyer that should legally disclose and make reasonable efforts to obtain guarantees that confidential treatment will be applied to such Confidential Information.

13. LAW AND JURISDICTION

These Terms will be governed by Spanish Law.

The parties agree to submit any disagreement in the interpretation and execution of these Terms to the courts and tribunals of the city of Madrid.

14. CONTRACTING AND OUTSOURCING

You may not assign these Terms or transfer in any way your rights or obligations, including credentials or any other right, without the prior written consent of ElevenPaths.

ElevenPaths, upon written notification (including email) and without your consent, may assign or transfer these Terms to third parties, whether a member of the Telefónica Group or not.

ElevenPaths may at any time subcontract part or all of its obligations under this contract.

15. PUBLICITY

ElevenPaths may use your name and/or logo in a list of customers to be used in market materials provided that you give your consent to ElevenPaths via email in the related request sent by ElevenPaths.

Within forty-five (45) days of signing these Terms, ElevenPaths may publish a press release announcing its relationship with You as a client, provided that you have had the opportunity to review and approve the press release.

16. PRIVACY

ElevenPaths recognizes the importance of protecting your privacy as a ANALYSIS user. This is why we have a Privacy Policy that you can read below:

1. Who is Controller for managing your data as a user of Metashield ANALYSIS?

The Data Controller for managing your data as a user of ANALYSIS is:
- Name: TELEFÓNICA CYBERSECURITY & CLOUD TECH, S.L.
- N.I.F.: B01636760
- Address: c/ Ronda de la Comunicación s/n, Distrito Telefónica, Edificio Oeste 3, 28050, Madrid
- E-mail: privacy@elevenpaths.com

2. What data do we manage about you?

The data belonging to you that will be handled when You use ANALYSIS will be those necessary to provide the service, namely:
- Personal data found in metadata from those files that you may process.

3. How do we obtain and where does the data come from?

From the metadata ANALYSIS of the files that you process.

4. For what and why do we use your data?

For you to benefit from Metashield ANALYSIS, a service intended to prevent leakage of metadata associated with office documents, media files and other formats.

5. How long do we keep your data?

ElevenPaths will collect and store indefinitely only the
metadata information detected for you to look it up later as well as for statistic and service improvement purposes. However, You can order the deletion of this information, which will be done irreversibly.

6. Who has access to your data (besides Telefónica Cybersecurity & Cloud Tech, S.L.)?
As well as the people responsible, as stated above, the following people have access to your personal data: Microsoft Azure, hosting provider in Ireland.
Access to your data given to this third party is always granted for appropriate reasons and only given during the time period that is strictly necessary.

7. What are your rights and how can you control your data?
In general, you can use your access rights, changing rights, suppression and opposition rights, limitation rights and portability at any moment for free, by sending an email, with a photocopy of your DNI or equivalent identification document stating what you wish to do to the following email: privacy@elevenpaths.com
Finally, you will have the right to file a claim with the national control authority, for this purpose you should contact the Spanish Data Protection Agency.
Agencia Española de Protección de Datos
C/ Jorge Juan, 6 – 28001 Madrid
Telephone: 901 100 099 or 91 266 35 17

8. How do we protect your data?
Telefónica Cybersecurity & Cloud Tech, S.L. is Data Controller for ensuring the security, secrecy and confidentiality of your data, communications and personal information, adopting the most exigent and robust security measures, and making available to you tools and functionalities that allows you to avail of Metashield ANALYSIS - ANALYSIS.

The failure or delay by any of the parties involved in these Terms to exercise or enforce any right, power or remedy under these Terms will not be considered a waiver of such right, power or remedy.

19. NOTIFICATIONS

To You: Unless otherwise stated in this document, the notices made by ElevenPaths under these Terms will be provided to You through the email address. You have provided to ElevenPaths in the registration process that was completed to acquire the right of access to and use of ANALYSIS or at any updated email address that You have provided to ElevenPaths and/or affiliates. It is your responsibility to keep your email address up to date and you will be deemed to have received any email sent to that address, if it is sent from ElevenPaths and/or affiliates, regardless of whether you actually received the email.

To ElevenPaths: For notifications that You send to ElevenPaths under these Terms and for questions regarding these Terms or ANALYSIS, you may contact us via the email address elevenpaths@elevenpaths.com.

Any support-related question or consultation regarding ANALYSIS should be made via the contact information provided above.