

LEGAL NOTICE AND TERMS OF USE

1. IDENTIFYING INFORMATION

In compliance with the duty of disclosure set out in Article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE), we provide the following details:

- **Registered name:** Fundació Institut de Recerca en Energia de Catalunya (hereinafter, IREC)
- **Tax identification number (NIF):** G-64946387
- **Registered address:** Jardins de les Dones de Negre, 1, 2nd floor, 08930, Sant Adrià de Besòs (Barcelona)
- **Telephone:** 93 356 26 15
- **Email:** dpo@irec.cat
- **Website:** www.irec.cat
- **Registration details:** Registered in the Register of Foundations of the Generalitat de Catalunya, under number 2,537.

2. PURPOSE AND ACCEPTANCE

This Legal Notice governs the use of the website www.irec.cat (hereinafter, the "Website"), of which IREC is the owner.

Browsing the Website confers the status of User and implies full and unreserved acceptance of all the terms of use included in this Legal Notice as in force at the time of access, which may be subject to modification. If the User does not agree with these terms of use, they must refrain from using this Website.

The Website and its services are freely accessible to the User at no charge and do not require prior subscription or registration. Through the Website, IREC provides Users with access to information, services and content related to its activities.

IREC reserves the right to modify any information that may appear on the Website without any obligation to give prior notice to Users, it being sufficient to publish the changes on the Website. We therefore recommend that you read this Legal Notice each time you intend to use the Website.

3. CONDITIONS OF ACCESS AND USE

Accessing and using the Website implies the User's full acceptance of the conditions set out in this Legal Notice, the Privacy Policy and the Cookie Policy.

As a User, you undertake to make proper use of the Website and its content in accordance with applicable legislation, good faith, public order, accepted standards of conduct and this Legal Notice. To that end, you shall refrain from using the Website or its content for unlawful or prohibited purposes, or in a manner that is harmful to the rights and interests of third parties, or that may in any way damage, disable, overload, impair or prevent the normal use of the Website.

In particular, and by way of example only, you undertake not to transmit, disseminate or make available to third parties any information, data, content or any other material that:

- Is contrary to, disregards or infringes upon the fundamental rights and public freedoms recognised by the Constitution, international treaties and other applicable legislation.
- Induces, incites or promotes criminal, denigrating, defamatory, violent or generally unlawful conduct, or conduct contrary to public order or accepted standards of conduct.
- Induces, incites or promotes discriminatory attitudes or behaviour on grounds of sex, race, religion, beliefs, age or condition.
- Is contrary to the right to honour, personal or family privacy or one's own image, in accordance with Article 7 of the Organic Law on the right to honour, personal and family privacy and one's own image.
- In any way damages the reputation of IREC or of third parties.
- Constitutes unlawful, misleading or unfair advertising.

Any breach of the obligations set out herein shall entitle IREC to take appropriate measures as permitted by law, including the removal or blocking of infringing content, temporary suspension of the Website for the offending User, or, where appropriate, the exercise of any applicable legal action.

4. DISCLAIMER OF WARRANTIES AND LIABILITY

The content and services offered through the Website are for information purposes only. IREC does not guarantee the completeness, accuracy, truthfulness or currency of such information.

IREC works to ensure the proper functioning and uninterrupted availability of the Website. However, it cannot guarantee the absence of interruptions due to force majeure, technical failures, maintenance work or any other circumstance beyond its control. Accordingly, to the extent permitted by law, IREC shall not be liable for any loss or damage arising from:

- The inability to access the Website or the lack of truthfulness, accuracy, completeness and/or currency of its content.
- The presence of viruses or other harmful elements in the content that may cause damage to Users' computer systems.
- Non-compliance with applicable law, good faith, public order, accepted standards of conduct or this Legal Notice as a result of improper use of the Website.
- Content, information or services that may appear on links to third-party websites on this Website.

The Website may include links to third-party websites. Pursuant to Article 17 of the LSSICE, IREC shall not be liable for the content to which such links direct, unless it has actual knowledge of their unlawfulness and has failed to act with due diligence to remove them.

In no event shall the existence of links imply recommendation, promotion, identification or endorsement by IREC of the statements, content or services provided by the linked site.

IREC is likewise not responsible for information and content stored on forums, chats, social networks or any other medium that allows third parties to

publish content independently. If you believe that any content may be deemed unlawful, please notify us immediately through the contact channels provided.

5. INTERNAL REPORTING SYSTEM (WHISTLEBLOWING CHANNEL)

IREC operates an Internal Information System in accordance with Law 2/2023, of 20 February, regulating the protection of persons who report regulatory infringements and combating corruption, which enables possible infringements to be reported confidentially or anonymously. The channel guarantees the confidentiality of the identity of the reporting person, of any third parties mentioned and of the proceedings, as well as protection against retaliation. You may access the Internal Whistleblowing Channel and consult its policy and procedure at:

<https://whistleblowersoftware.com/secure/canaldenunciesirec>

You may also use the external channels provided by the competent authority. The channel is managed with appropriate technical and organisational measures and in accordance with the timescales and procedures required by law.

6. PERSONAL DATA PROTECTION

IREC is deeply committed to compliance with personal data protection legislation and guarantees full compliance with the obligations laid down, as well as the implementation of the security measures set out in Regulation (EU) 2016/679 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 (General Data Protection Regulation or GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights, and any other applicable data protection legislation in force. For further information, please refer to our Privacy Policy.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

All content on the Website, including but not limited to texts, photographs, graphics, images, logos, icons, technology, software, graphic design and source code, constitutes a work owned by IREC or, where applicable, one in respect of which IREC holds an express licence or authorisation from the legitimate rights holders, and none of the exploitation rights therein shall be deemed to have been assigned to the User beyond what is strictly necessary for the proper use of the Website.

Access to and use of the Website by the User does not in any case imply a waiver, transfer, licence or total or partial assignment of such rights by IREC. Use of the content is limited to strictly personal and private use. Accordingly, the reproduction, distribution, public communication and transformation, in whole or in part, of the Website's content for commercial purposes, in any medium and by any technical means, is expressly prohibited without the prior, express and written authorisation of IREC.

Designs, logos, texts and/or graphics belonging to third parties that may appear on the Website are the property of their respective owners. IREC acknowledges the corresponding intellectual and industrial property rights in favour of their holders, and their mere mention or appearance on the Website does not imply the existence of any rights or liability on the part of IREC with respect thereto, nor any endorsement, sponsorship or recommendation.

Any observations regarding possible infringements of intellectual or industrial property rights, as well as any other content on the Website, may be addressed by email to dpo@irec.cat.

8. LINKS

The Website may make available to Users links that provide access to third-party sites. The purpose of such links is purely informational, to facilitate Users' access to other sources of information that may be of interest to them.

In compliance with Articles 11 and 16 of the LSSICE, IREC makes itself available to all Users, authorities and law enforcement agencies to collaborate actively

in the removal or, where applicable, blocking of any content that may contravene national or international legislation, infringe third-party rights or be contrary to accepted standards of conduct and public order. If any User considers that the Website contains content that may be deemed unlawful, we kindly ask that they notify us immediately via the contact form on the Website. Such notification will activate the procedure for IREC to acquire actual knowledge and act with the required diligence.

Any contractual or non-contractual relationship formalised by the User with advertisers, affiliates or third parties contacted through this Website shall be understood to have taken place solely and exclusively between the User and that third party. IREC acts solely as an intermediary and shall therefore bear no liability for any loss or damage arising from such relationship.

9. APPLICABLE LAW AND JURISDICTION

Any disputes or matters relating to this Website and the activities carried out on it shall be governed by Spanish law, to which the parties expressly submit, with the Courts and Tribunals of Barcelona having jurisdiction over all disputes arising from or related to its use.