

Terms last modified: June 23rd, 2021

LEGAL NOTICE AND TERMS OF USE

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General Information

Below we provide information necessary to comply with the provisions of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce (hereinafter, LSSICE), the Spanish law implementing Directive 2000/31/CE of the European Parliament and of the Council of 8 June. Therefore, we inform you about the contact details of the owner of the website:

- **Owner:** Insulcloud, S.L
- **Trade name:** Insulcloud
- **VAT:** ESB87131454
- **Registered Office:** Avenida de Sabino Arana 8, 2ª, 48013 Bilbao, Bizkaia (Spain)
- **e-mail:** info@insulclock.com

Insulcloud has the ownership and holds the exploitation and management of the domains, tudiabetesbajocontrol.com, shop.insulclock.com and insulclock.com. This Legal Notice and Terms of Use regulates the use of these websites, including the subpages (hereinafter referred to collectively as "the website", "our website" or "this website"). If you leave our website via a link or visit our social media pages, you will also leave the scope of this Legal Notice and Terms of Use.

Terms of use

The website provides the public with information regarding the INSULCLOUD® 360° SYSTEM and its components (Diabetes Control Insulclock® 3600 mobile application, the Insulclock® device for insulin pens and the ENDO® web platform), activities, products and services, information on diabetes treatment, diabetes training, healthy living, exercise and nutrition and on the latest news offered by **Insulcloud**.

Please, read carefully all the information we provide. The fact of accessing this website, staying in it and using the materials contained in it, implies that you have read and accepted this Legal Notice and Terms of Use in its entirety, as well as our [Privacy Policy](#). If you need more information or need to clarify any of these documents, do not hesitate to [contact us](#).

Through the website, **Insulcloud** provides information about its products as well as offers healthcare professionals the possibility of requesting a Demo of the operation of the INSULCLOUD® 360° SYSTEM. Due to the content and this purpose, people who want to benefit from these services or proof of a Demo must be registered through this website, which you acquire by completing the registration form and following the steps that Insulcloud communicates in each of the sections of this website. Carrying out a registration on this website implies understanding and adherence to this Legal Notice and Conditions of Use and other provisions contained in this website, specifically the acceptance

of our [Privacy Policy](#). If you do not agree with all these provisions, you should not register through this website.

Insulcloud wants to let you know that this website is aimed exclusively to people over 16 years old. Minors who intend to make use of the services contained in the website must have the prior consent of their parents, guardians or legal representatives, being they the solely responsible for the acts performed by the minors in their charge.

THIS WEB SITE DOES NOT REPLACE THE OPINION OR THE CRITERIA OF A PHYSICIAN In this website we give you the possibility to access to our [blog](#). This service offer information about diabetes treatment, diabetes education, healthy living, exercise and nutrition, with the sole purpose of serving as support, but never to replace the criteria, recommendations and/or treatments established by your doctor or other medical staff. We recommend that any decision you make regarding your health care should always be made in consultation with your doctor, but never base your decision on any content on this website.

Even though everything in this [blog](#) is written with the utmost rigor, in no case in any case does this information replace the diagnosis, treatment and / or recommendations that come from a doctor or other physician who intervenes in the process of your illness.

In the [blog](#) we give you the possibility to express your comments and opinions in each of the entries that comprise it. Insulcloud reserves the right to eliminate those opinions or comments that we consider inappropriate, in bad taste or that may be constitutive of crime, in which case we will inform the competent authorities.

Information and Consults

For any information about the characteristics of the products and services presented on this website, as well as to communicate any type of incident or claim, you can send an email to info@insulclock.com.

Intellectual Property Rights

Insulclock® all rights reserved. The content of this website, including but not limited to texts, imagines, pictures, draws, designs, logotypes, graphics, brands, icons, combinations of colors or other elements, its structure and design, the selection and the way of presenting the materials included in said website and software, links and other audiovisual and sound content, as well as its graphic design and necessary source code for its functioning, access and use, are protected under Intellectual Property Rights, owned by **Insulcloud** or thirds, without understanding that the rights of exploitation over them are transferred beyond what is strictly necessary for the correct use this website.

In particular, reproduction, transformation, distribution, public communication, making available to the public and, in general, any other form of exploitation of some or all contents of this website, as well as their design and selection or way of presentation of the materials included in said website, are forbidden regardless of the procedure used for it. These acts can only be carried out if you have the express authorization of **Insulcloud** and provided that reference is made to the ownership of this person of the indicated Intellectual and Industrial Property rights.

It is also forbidden to decompile, disassemble, reverse engineer, sublicense or transmit in any way, translate or make derivative works of computer programs necessary for the operation, access and use of this website and the services contained therein, as well as perform, with respect to all or part of such programs, any of the acts of exploitation described in the previous paragraph. When you are using this website, you are prohibited from altering, evading or manipulating any protection device or security systems that may be installed in it.

Brands, trade names or distinctive signs are the property of **Insulcloud** or third parties, without it being understood that access to the website attributes any rights over the aforementioned trademarks, trade names and / or distinctive signs.

Hyperlinks

Links contained in or contained in this website may lead you to other sites and web pages that are managed by third parties, about which **Insulcloud** has no control whatsoever. **Insulcloud** is not responsible for the contents or the status of those sites and/or web pages, and access to them through this website does not imply that **Insulcloud** recommends or approves their contents. We recommend that you carefully read the Legal Notices, the Conditions of Use, the Privacy Policy and the Cookies Policy of each of these websites.

In the event that you may be aware that links to websites whose services or content are illegal, harmful, degrading, violent or contrary to morality, please contact us by sending an email to info@insulclock.com including your personal data (consult our Privacy Policy) and a description of the facts or situations that may be considered illicit or inadequate.

Liability exclusion

When you use this website, you do it at your own risk. **Insulcloud** is not responsible for other content that can be accessed through it or for errors or omissions that may suffer the contents of this. **Insulcloud** nor does it respond for any action taken based on the information provided therein or for damages that may be caused by the use of this website. We give you information without warranty of any kind, neither implicit nor explicit, which may be modified at any time.

Insulcloud does not certify the absence of viruses or other harmful computer elements that may cause damage or alterations to the computer system, electronic documents or files of this website. Thus, **Insulcloud** does not answer for the damages that such elements could cause to you or to third parties. Likewise, **Insulcloud** is not responsible or guarantees the availability and continuity in access to this website or that it is free of errors, corresponding to you, in any case, the obligation to have adequate tools for the detection and disinfection of harmful or harmful programs.

You will be liable for damages of any kind that Insulcloud may suffer as a consequence of breach of any of the obligations to which it is subject by these conditions. You are aware and voluntarily accept that the use of any content of this website takes place, in any case, under your sole and exclusive responsibility.

The same applies to possible modifications made to products by suppliers. Insulcloud cannot be held liable by you or a third party for indirect damages, operating losses or loss of profits occurred by whatever means, even if the damage, loss or damage had been foreseeable by **Insulcloud** or if its eventuality had been brought to your attention.

Insulcloud cannot be held responsible for the incorrect operation of any of its products if they are used outside the territorial space of any of the member states of the European Union (Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania and Sweden) or outside any of the following countries: Iceland, Norway, Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Montenegro, Serbia, Turkey, Israel, Moldova, Switzerland, Faroe Islands, Ukraine, Tunisia, Georgia, Armenia.

Insulcloud cannot be held responsible for the non-delivery of the products in the event of force majeure, interruption of activity or total or partial strike, especially of postal services and means of transport or communications, floods or fire.

Although all possible measures are taken to ensure that they correspond to the original products in terms of color, design and style, the photographs may not correspond exactly. Therefore, **Insulcloud** will not be responsible for inaccuracies that occur in the photographs or graphic representations of the products displayed on this website.

In case of controversy, you may go, first and before resorting to the litigation, to **Insulcloud** to reach an amicable resolution.

Nullity

In the event that any of the clauses of this Legal Notice and Terms of Use is declared null, the other clauses will remain in force and will be interpreted taking into account the purpose of this Legal Notice and Terms of Use.

Insulcloud may not exercise any of the rights and powers conferred in this document, which does not imply any waiver of the same unless expressly acknowledged by Insulcloud or prescription of the action that in each case corresponds.

Modification of this Legal Notice and Terms of Use

Insulcloud reserves the right to modify, at any time, the presentation and configuration of this website. For this reason, Insulcloud recommends that you read them carefully each time you access the website.

You will always have this Legal Notice and Terms of Uses in a visible place, freely accessible for all queries you want to make. In any case, the acceptance of the provisions contained in this Legal Notice and Conditions of Uses and our Privacy Policy will be a preliminary and indispensable step to carry out any procedure available on this website.

Jurisdiction and Applicable Law

All the provisions of the present Legal Notice and Terms of Use will be governed or interpreted according to the Spanish legislation in force at any time in what is not expressly established. You and **Insulcloud**, agree to submit any dispute that may arise with respect to the provisions of this Legal Notice and Terms of Use, to the Courts and Tribunals of your domicile.

In the event that you have your domicile outside of Spain, you and **Insulcloud** expressly waive any other forum, submitting to the Courts and Tribunals of the city of Madrid (Spain).