

Please read this document carefully. It constitutes the Legal Notice and Terms of Use (hereinafter, the "Legal Notice") governing access, browsing and use of the website www.tilliondc.com owned by TILLION DC, S.L.U. (hereinafter, the "**Website**").

Accessing, browsing and using the Website implies your express and unreserved acceptance of all the terms of this Legal Notice, which has the same validity and effectiveness as any contract entered into in writing and signed.

Compliance with these terms and conditions shall be enforceable against any person who accesses, browses or uses the Website. If you do not agree with the terms set out herein, please do not access, browse or use the Website.

1. INTRODUCTION AND COMPANY INFORMATION

TILLION DC, S.L.U., is an entity with registered office at Calle Villanueva 2B, Escalera 1, Planta SM, 28001 Madrid, with Tax Identification Number B 88246152 registered in Volume 38605, Folio 153, Page M-686527 (hereinafter, "**Tillion Data Centers**").

For more information about Tillion Data Centers, visit www.tilliondc.com, or contact us via email at info@tilliondc.com

2. PURPOSE AND SCOPE OF APPLICATION

This Legal Notice regulates access to the content and all services offered by Tillion Data Centers through the Website, as well as the use thereof by any person who accesses, browses, uses or participates in the services and activities, whether free or paid, developed on the Website.

Tillion Data Centers reserves the right to modify the presentation, configuration and content of the Website, as well as the conditions required for its access and/or use. Access and/or use of the content and services after the entry into force of any modifications or changes in the conditions implies acceptance of the same.

3. ACCESS AND USE OF THE WEBSITE

3.1. Access to the Website

Access to the content and use of the services and initiatives provided by the Website is free of charge, although some of the services and content offered by Tillion Data Centers to third parties through the Website may be subject to prior contracting and payment of a fee, which will be specified in their own terms and conditions.

3.2. Use of the Website

As a user of the Website, you agree to use the Website in accordance with the law and the terms of this Legal Notice. You also agree to refrain from using the Website for purposes or effects that are unlawful or contrary to the provisions of this Legal Notice. By using the services, you agree not to transmit, disseminate or make available to third parties through the services provided by the Website any kind of material that in any way contravenes current legislation.

You also expressly and unreservedly accept that access to and use of the Website is under your sole and exclusive responsibility, and you undertake not to use the Website for fraudulent purposes, nor to engage in any conduct that could damage the image, interests and rights of Tillion Data Centers or third parties. Similarly, you undertake not to perform any act with the aim of damaging, rendering useless or overloading the Website, or which would in any way prevent its normal use and operation.

In the event that you breach the content of this Legal Notice or any other specific terms or conditions contained on the Website, Tillion Data Centers reserves the right to limit, suspend or terminate your access to the Website, adopting any technical measures necessary for that purpose. Likewise, Tillion Data Centers reserves the right to exercise such measures in the event that it reasonably suspects that you are violating any of the terms and conditions contained in the aforementioned instruments.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

This Website is governed by Spanish law and by national and international legislation on intellectual and industrial property. Under no circumstances shall access to and browsing of the Website or the use, acquisition and/or contracting of products or services offered through the Website imply a waiver, transfer, licence or total or partial assignment of such rights by Tillion Data Centers. You have a strictly private right of use, exclusively for the purpose of enjoying the services in accordance with this Legal Notice.

References to trade names and trademarks or registered trademarks, logos or other distinctive signs, whether owned by Tillion Data Centers or third parties, imply a prohibition on their use without the consent of Tillion Data Centers or their legitimate owners. At no time, unless expressly stated, does access to or use of the Website and/or its contents and/or services confer any rights on the trademarks, logos and/or distinctive signs included therein that are protected by law.

All intellectual and industrial property rights over the content and/or services are reserved and, in particular, it is prohibited to modify, copy, reproduce, publicly communicate, transform or distribute in any way all or part of the content and/or services included on the Website, for public or commercial purposes, without the prior, express and written authorisation of Tillion Data Centers or, where applicable, the owner of the corresponding rights.

5. COOKIES

The Website may use its own and/or third-party cookies to enable the technical functionalities of the Website and provide information for analysis and navigation measurements. For more information, please refer to the **Cookies Policy**.

6. PRIVACY POLICY

Tillion Data Centers may process personal data collected through the Website. For more information, please consult the **Privacy Policy**.

7. COMMUNICATIONS LICENCE

In the event that you send information of any kind to Tillion Data Centers via the Website, using the channels provided for this purpose on the Website itself, you declare, guarantee and accept that you have the right to do so freely, that such information does not infringe any intellectual property rights, trademark, patent, trade secret, or any other third-party rights, that such information is not confidential, and that such information is not harmful to third parties. You acknowledge that you assume responsibility and hold Tillion Data Centers harmless for any communication you provide personally or on your behalf, with such responsibility extending without limitation to the accuracy, legality, originality, and ownership thereof.

8. RESPONSIBILITIES AND WARRANTIES

Tillion Data Centers cannot guarantee the reliability, usefulness or accuracy of the services or information provided through the Website. Consequently, Tillion Data Centers does not guarantee and is not responsible for:

- (i) the continuity of the contents of the Website;
- (ii) the absence of errors in said content or products;
- (iii) the absence of viruses and/or other harmful components on the Website or on the server that supplies it;
- (iv) the invulnerability of the Website and/or the impregnability of the security measures adopted therein;
- (v) the lack of usefulness or performance of the contents and products of the Website;
- (vi) damage or harm caused to oneself or to a third party by any person who infringes the conditions, rules and instructions that Tillion Data Centers establishes on the Website or through the violation of the Website's security systems.

However, Tillion Data Centers has taken all necessary measures, within its capabilities and the state of technology, to ensure the functioning of the Website and to prevent the existence and transmission of viruses and other harmful components to users of the Website.

By accessing the Website, you agree to use the Website in accordance with the law, and you are liable to Tillion Data Centers and third parties for any damages that may be caused as a result of your failure to comply with this obligation.

Tillion Data Centers does not generally control the use that users of the Website make of it. In particular, Tillion Data Centers does not guarantee, in any case, that the Website will be used in accordance with the law, this Legal Notice, morality, generally accepted good customs and public order, or that it will be used diligently and prudently. Consequently, Tillion Data Centers is not responsible for the use that the user of the Website makes of the contents of the Website that may involve an infringement of any type of national or international regulations, intellectual or industrial property rights or any other rights of third parties.

If you become aware of the existence of any content that is unlawful, illegal, contrary to the law or that could constitute an infringement of intellectual and/or industrial property rights, you must immediately notify Tillion Data Centers in the manner indicated in the clause so that Tillion Data Centers can take the appropriate measures.

9. LINKS

9.1. Links to other websites

If you find links to other websites on the Website through various buttons, links, banners, etc., these are managed by third parties. Tillion Data Centers has no authority to control or approve all the information, content, products or services provided by other websites to which links may be established from the Website.

Consequently, Tillion Data Centers cannot assume any responsibility for any aspect related to the website to which a link may be established from the Website, specifically, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its content in general.

In this regard, if you become aware of any illegal activities carried out through these third-party websites, you must immediately notify Tillion Data Centers so that the link to the website can be disabled.

The establishment of any type of link from the Website to another external website does not imply that there is any type of relationship, collaboration or dependency between Tillion Data Centers and the party responsible for the external website.

9.2. Links on other websites to the Website

If any user of the Website, entity or Website wishes to establish any type of link to the Website, they must comply with the following stipulations:

The link may only be directed to the Website's Home Page, unless expressly authorised in writing by Tillion Data Centers.

The link must be absolute and complete, i.e. it must lead, with one click, to the URL address of the Website itself and must cover the entire screen of the Home Page of the Website. Under no circumstances, unless expressly authorised in writing by Tillion Data Centers, may the website providing the link reproduce the Website in any way, include it as part of its website or within one of its frames, or create a browser on any of the pages of the Website.

The page establishing the link may not state in any way that Tillion Data Centers has authorised such a link, unless Tillion Data Centers has done so expressly and in writing. If the entity that links from its page to the Website correctly wishes to include on its web page the brand, name, trade name, label, logo, slogan or any other type of identifying element of Tillion Data Centers and/or the Website, it must first obtain its express written authorisation.

Tillion Data Centers does not authorise the establishment of a link to the Website from those web pages that contain material, information or content that is illicit, illegal, degrading, obscene and, in general, that contravenes morality, public order or generally accepted social norms.

Tillion Data Centers does not have the authority or the human and technical resources to know, control or approve all the information, content, products or services provided by other websites that have links to the Website. Tillion Data Centers assumes no responsibility for any aspect of the Website that establishes a link to the Website, specifically, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its content in general.

10. REPORTING OF ILLEGAL OR INAPPROPRIATE ACTIVITIES

In the event that any Internet user becomes aware that any type of information or content on the Website or provided through it is illegal or inappropriate, they may contact Tillion Data Centers at the following email address: info@tilliondc.com , indicating the following details:

- Personal details of the person making the report: name, address, telephone number and email address.
- Description of the facts that reveal the illegal or inappropriate nature of the content or information, as well as the specific address where it is available.
- In the event of a violation of third-party rights, such as intellectual or industrial property rights, the details of the owner of the infringed right must be provided when this is a person other than the communicator. Likewise, the title proving ownership of the infringed rights must be provided and, where applicable, the representation to act on behalf of the owner when this is a person other than the communicator.

Receipt by Tillion Data Centers of the communication provided for in this clause shall not imply, in accordance with current regulations, actual knowledge of the activities and/or content indicated by the communicator, when this is not obvious or evident. In any case, Tillion Data Centers reserves the right to suspend or remove content that, although not illegal, is contrary to the rules established in this Legal Notice, weighing up the legal rights in conflict in each case.

11. DURATION AND MODIFICATION

Tillion Data Centers may modify the terms and conditions stipulated herein, in whole or in part, by publishing any change in the same way as this Legal Notice appears or through any type of communication addressed to users of the Website. The temporary validity of this Legal Notice therefore coincides with the time of its display, until it is modified in whole or in part, at which point the modified Legal Notice will become effective.

Notwithstanding the provisions of the specific conditions, Tillion Data Centers may terminate, suspend or interrupt access to the contents of the website at any time, without prior notice, and without you being entitled to any compensation.

12. GENERAL

The headings of the various clauses are for information purposes only and shall not affect, qualify or extend the interpretation of the Legal Notice. In the event of any discrepancy between the provisions of this Legal Notice and the specific conditions of each specific initiative, the latter shall prevail.

In the event that any provision or provisions of this Legal Notice are considered null and void or inapplicable, in whole or in part, by any Court, Tribunal or competent administrative body, such nullity or inapplicability shall not affect the other provisions of the Legal Notice.

The failure of Tillion Data Centers to exercise or enforce any right or provision contained in this Legal Notice shall not constitute a waiver thereof, unless acknowledged and agreed to in writing by Tillion Data Centers.

13. APPLICABLE LEGISLATION AND JURISDICTION

The relationship established between Tillion Data Centers and the user of the Website shall be governed by the provisions of current Spanish legislation. Both parties shall submit any disputes and/or litigation to the Courts and Tribunals of the city of Madrid, expressly waiving any other jurisdiction that may apply.

14. CHANGES TO THE LEGAL NOTICE

The Legal Notice of the Website may be updated. Therefore, it is recommended that you review this notice each time you access the Website in order to be adequately informed about the regulation of access, navigation and use of the Website.

Last update: October 2025.