LEGAL NOTICE – TERMS AND CONDITIONS OF SERVICE

Updated on: January 21st, 2026

We want our users' experience on Kalena to be as satisfactory as possible.

To access our services through Kalena, you represent that you are of legal age and that you have the legal capacity to act in accordance with your national law.

Access to and browsing through Kalena, or the use of the services, imply the express and full acceptance of these General Conditions, which may be modified or replaced by their owner at any time and without prior notice.

1.- LEGAL INFORMATION

In compliance with Law 34/2002, of July 11th, on Information Society Services and Electronic Commerce, the identification data of the owner of Kalena are:

PANEL SISTEMAS INFORMÁTICOS S.L.

Address: c/ Josefa Valcárcel, nº 9, 28027 (Madrid)

VAT number: B-83766485

Registration data in the Mercantile Registry: Mercantile Registry of Madrid, volume 19,438, book 0, folio 57, section 8, page M-341055.

For any questions or queries, you can contact us by phone: +34 914057878 or by e-mail to: **comercial@kalena.es**.

2.- GENERAL CONDITIONS OF USE

The following General Conditions regulate the use and access to Kalena, our multichannel space management software and other corporate resources.

Mere access to the Kalena website (**www.kalena.es**), or to the mobile app, implies acceptance of these General Conditions.

The data and information about products or services, or other relevant data offered through this website are made, provided and updated by PANEL SISTEMAS INFORMÁTICOS S.L., which will do all due diligence to keep the information up to date. However, in the case that there is an error or the information is not correct, it will not be liable in any case for such circumstances.

The User agrees to make appropriate use of the contents, services, and accessible tools, subject to the Law and these General Conditions of Use and, where appropriate, to the

Specific Conditions that may be established for access to certain services and applications, always respecting the other users of the same.

In case of total or partial breach by the User with these General Conditions of Use, PANEL SISTEMAS INFORMÁTICOS S.L. reserves the right to cancel the user's account without prior notice to the User.

PANEL could modify these Kalena Terms and Conditions at any time and for any reason, so we recommend that you check back periodically for updates.

3.- TERMS AND CONDITIONS OF ONLINE CONTRACTING

This Kalena Online Subscription Agreement is entered into between the entity to which the user who registers represents or between an individual user (the Client) and PANEL SISTEMAS INFORMÁTICOS S.L. (hereinafter PANEL). This contract consists of the following terms and conditions and is effective on the date we provide you with confirmation of your subscription.

If the User requests the service using a corporate or business email address, he/she represents that he/she has the authority to use the domain of the Organization in question to sign up for a Kalena subscription, as a member thereof, otherwise the User assumes responsibility for the unauthorized use of said email domain; in addition, the Organization, as the owner of the domain with which the subscription is made, may assume control and supervise the use of the services at any time.

3.1- Access to the service

In order to have access to Kalena and enjoy the service, it will be necessary for the User to register, providing the necessary data to process the request, which must be updated, truthful and accurate; these will be marked as mandatory fields in the Registration Form since, without them, it will not be possible to process the registration and therefore provide the service.

To complete any of our forms, it will be necessary to accept these General Conditions, as well as our **Privacy Policy** for the registration to be effective.

3.2.- Service

Through Kalena, PANEL offers a software product for companies that allows you to efficiently manage spaces and other corporate resources, unifying all resources in a single application with the following main characteristics:

- In the cloud
- Accessible from the latest versions of Firefox, Chrome, Edge and Safari browsers.
- Customizable, adapting the appearance to the customer's needs and including a Dashboard with personalized views per user.
- Can be integrated with other proprietary systems such as the corporate Active Directory and Access Control systems.
- Compatible with the main calendars on the market.
- Can be integrated with home automation devices and IoT sensors: presence detection, control of audiovisual elements, lighting, signage displays.

3.3.- Right of use

Contracting the service implies the right to access and use Kalena, as well as to use the software included in your subscription, with the functionalities associated with the chosen plan. That is, a temporary license to use the software is granted to the user, and no intellectual property rights over Kalena are transferred to the User of the license.

In case of enjoying the free trial option of the service, the duration of the same will be 15 days, a period to which the aforementioned right of use is limited.

Kalena may be used in accordance with the terms of this contract, and in accordance with the following prohibitions:

- Performing reverse engineering techniques, or any other methodology for the prospecting of the Kalena Source Code.
- Circumvention of technical limitations.
- Deactivation, alteration, or similar attempts to circumvent any billing mechanism that measures the use of the services.
- Rental, loan, resale, or transfer to third parties of the software.
- Modification or alteration of Kalena, its source code, or its components without the authorization of Panel.

3.4.- Users

The managing user will control the creation, registration, modification and elimination of the end users of the application, as well as their associated roles, and will be responsible for their use of Kalena. The number of end users that the manager user has at his disposal will depend on the type of subscription contracted.

All users are subject, when using Kalena, to the following conditions:

- Not to carry out any action aimed at impairing, blocking, damaging, disabling, overloading, temporarily or permanently, the functionalities, tools, content and/or infrastructure of Kalena in a way that prevents their normal use.
- To safeguard and maintain the confidentiality of the access codes associated with their User name, being responsible for the use of said personal and non-transferable access codes by third parties.
- Not to introduce or make injurious or libelous content, which includes the prohibition of manipulating the purchase receipts provided to enjoy the incentives.
- Not to use any of the materials and information contained in Kalena for illicit purposes expressly prohibited in these General Conditions of Use, as well as the specific conditions that, where appropriate, are established for certain applications and/or utilities and that are contrary to the rights and interests of PANEL, its users and/or third parties.

The Client shall be liable for all damages of any kind before PANEL, in relation to the damages that PANEL or any third party may suffer as a result of the breach of any of the obligations to which users are subject hereunder.

3.5.- Acquisition of services

The subscription will be made through the Pricing Plans page: **www.kalena.es/tienda**, unless the parties sign a specific agreement establishing another form of subscription and indicating the specific conditions of personalization, and will necessarily imply the express acceptance of these Terms and Conditions of Contract.

a) Pricing plans: the subscription to Kalena implies the contracting of a standard use license on Kalena Software, according to the details of the chosen plan, which correspond to the following relationship:

- **Basic Plan**:
    - Manage up to 10 resources.
    - Administration and management of users.
    - Manage the recurrence of events
    - Responsive web design.
    - Management and reservation on our own dynamic plans.
- **Medium Plan**: Includes the features of the Basic Plan, plus:
    - Manage up to 50 resources.
    - Email notifications.
    - Reports and statistics.
    - Anonymize reservations.
- **Enterprise Plan**: Includes the features of the Medium Plan, plus:
    - Manage up to 300 resources.
    - Adaptation to your corporate image.
    - Add attendees to reservations.
    - My planning.
    - Manual or QR check-in / check-out

b) Complements. Customer may supplement its Kalena Subscription Plan with the following add-ons:

2. **Specialized technical assistance**, hiring hours of assistance service from our Technical Department.
3. **My planning,** to get a specific view of your personal management and booking plan in KALENA (valid for Basic or Medium Plan. In the rest of the plans this module is included).
4. **My profile,** which allows you to customize your profile, manage your avatar, your preferences and user data (valid for all plans).

c) Means of payment. The payment methods accepted in the www.kalena.es/tienda store to proceed with the subscription and contracting of add-ons are the following:

- Credit or debit card.

  PANEL is responsible for the security of the transactions carried out for the contracting of Kalena's services, as detailed in section 4. SECURITY.

  For other payment methods, please contact **comercial@kalena.es**

3.6.- Customizations

The Client may contract with PANEL Provider a Subscription Plan for Kalena software that is fully customized.

This personalized Plan will be contracted through an Agreement between both parties, attached to these Terms and Conditions, which will detail the price, scope, form of payment and particular conditions of said customized Plan.

Among the customizations that can be activated are the following functionalities and services:

- Management of more than 300 resources.
- Integration with corporate user management.
- Single Sign-On and/or Multi-Factor Authentication.
- Departmental management, assignments and priorities.
- Customization of time windows.
- Booking rules management.

- Add-in for Outlook.
- Release of resources by No-show.
- Integration with other calendars such as Outlook, Google and Fusion calendars.
- APIs for integration with access systems.
- Search for partner reservations.
- Incorporation of image resources.
- My Profile.
- SLA guaranteed.
- Customized reports and statistics.
- Custom fields in bookings.
- Personalized check-in/check-out.
- Integration with home automation devices.
- Non-standard corrective maintenance on customizations.

3.7.- Processing of personal data through the service.

PANEL as the service provider will process the data in accordance with the provisions of its privacy policy.

The information entered in Kalena for the management of users and configured resources shall be the sole responsibility of the contracting party. In this case, PANEL acts as the data processor and under the instructions of the client, so in no case does it assume the data protection obligations of the contracting party, except as specifically established in this contract, in accordance with the provisions of Annex I of these General Conditions.

3.8.- Validity and termination of the service

This contract will have a duration equivalent to the period of validity of the contracted subscription, which will be automatically renewable, either monthly or annually, depending on the form of payment chosen, unless otherwise stated. However, cancellation may be made at any time, up to 24 hours before the next subscription renewal date, through the "My Account" section of the www.Kalena.es website, or by writing an e-mail to the address **comercial@kalena.es**.

In case of requesting the cancellation within the last 24 hours of the next renewal date, the cancellation of the subscription will be effective from the following billing period, and the customer will be obliged to pay all amounts due and due.

3.9.- Guarantees and refund

PANEL guarantees that the Online Services will comply with the terms of this contract, guaranteeing the operation of the software as described in the contracted plan from the moment it becomes effective.

The contracting of Kalena will not admit refunds unless the operating guarantee is not fulfilled, in which case we will proceed to refund the price paid or repair the software.

4.- SECURITY

Kalena's website uses information security techniques generally accepted in the industry, including in particular firewalls, access control procedures and cryptographic mechanisms, all to prevent unauthorized access to data. For this, the user/client accepts that PANEL obtains the necessary data for the corresponding authentication in the access controls, and processes them as specified in our **Privacy Policy**.

Purchases are made in a secure server environment that implements the SSL (Secure Socket Layer) protocol with TLS 1.2 (Transport Layer Security) in all communications, which are transmitted encrypted under 128-bit encryption to prevent the interception of the information by third parties. In particular, when the payment is processed, all communications are made under a secure connection that guarantees the confidentiality of the data during the transaction.

Regarding PCI-DSS compliance, the confidential information of the cards is conveniently stored by Redsys and is not known to this business.

5.- INTELLECTUAL AND INDUSTRIAL PROPERTY

The Kalena software, the elements contained on the website (including texts, documents, photographs, drawings, graphic representations, among others), as well as logos, trademarks, trade names or other distinctive signs, are protected by intellectual or industrial property rights, of which PANEL is the owner and holds authorisation for their use and public communication by the legitimate owners of the same.

The User undertakes to use the contents diligently and correctly, in accordance with the Law, morality and public order. PANEL authorises the User to view the information contained in Kalena, as well as to make private reproductions (simple downloading and storage activity on their computer systems), provided that the elements are intended solely for personal use. In no case shall this imply an authorisation or licence over the property rights of PANEL or of the legitimate owners thereof.

The User is not authorized to distribute, modify, transfer or publicly communicate the information contained in Kalena in any form and for any purpose.

6.- LINKS

Connections and links to third-party websites or pages have been established solely as a utility for the User. PANEL is not, under any circumstances, responsible for them or their content.

Unless otherwise indicated, the User authorises PANEL to use their name and logo for advertising purposes, and exclusively as a commercial reference, on Kalena's public web channel (www.kalena.es).

PANEL does not assume any liability arising from the existence of links between the contents of Kalena and contents located outside of it or any other mention of content.

7.- RESPONSIBILITY

PANEL does not guarantee continuous access, or the correct viewing, downloading or use of the elements and information contained in this website that may be impeded, hindered or interrupted by factors or circumstances beyond its control or beyond its control, or those that are produced by the existence of computer viruses on the Internet.

PANEL does not assume any responsibility for damages, losses, claims or expenses, produced in the operation of the software by:

- Interferences, interruptions, failures, omissions, delays, blockages or disconnections, caused by errors in telecommunications lines and networks or by any other cause beyond the control of PANEL.
- Illegitimate interference using malicious programs of any kind and through any means of communication, such as computer viruses or any other.
- Misuse or inappropriate use of Kalena.
- Security or browsing errors caused by a malfunction of the browser or by the use of non-updated versions.

PANEL is not responsible and will not in any case be liable to users and third parties for acts of any third party unrelated to PANEL that entails or may involve the performance of acts of unfair competition and illegal advertising, or the infringement of intellectual and industrial property rights, trade secrets, contractual commitments of any kind, the rights to honour, personal and family privacy and image, property rights and any other rights belonging to a third party by reason of the transmission, dissemination, storage, availability, reception, obtaining or access to the contents.

8.- PRIVACY POLICY

You will find the entire personal data processing policy in the Privacy Policy, which is an integral part of these General Terms and Conditions. If you want more information, you can access it through the following link: **Privacy Policy**.

9.- LEGISLATION

Waiving any other jurisdiction and jurisdiction that may correspond, it is expressly established that it is subject to Spanish law and to the jurisdiction and competence of the Courts and Tribunals of the city of Madrid.

The user, by the mere fact of accessing the website or obtaining the status of user, irrevocably grants his/her consent to the competent Courts by default being able to hear any legal action derived from or related to these conditions, or to his/her use of this Site or the navigation carried out through it.

If any clause or section of these General Conditions, which is not of an essential nature for the existence of the same, is declared null and void or unenforceable, the validity of the remaining clauses shall not be affected.

ANNEX I – PERSONAL DATA PROCESSOR

Updated on: January 21, 2026

1.- PURPOSE OF THE PROCESSING ORDER

By means of these clauses, PANEL SISTEMAS INFORMÁTICAS, S.L. is authorized as DATA PROCESSOR, to process on behalf of the Client, DATA CONTROLLER, the personal data necessary to provide the Kalena Space and Resource Management Software service.

2.- IDENTIFICATION OF THE AFFECTED INFORMATION

For the execution of the services derived from the fulfillment of the object of this assignment, the DATA CONTROLLER is authorized to process the information necessary to provide the service.

The information includes the following:

- Categories of data subjects: employees, customers, visitors, contact persons.
- Categories of data subject to treatment: identification and contact, employment details.
- Processing operations: recording, storage, structuring, consultation, deletion, restriction.

If the customer enters information through Kalena relating to categories other than those mentioned herein, such processing will be governed by these conditions.

3.- DURATION OF THIS AGREEMENT

The duration of this agreement will be subject to the validity of the contract for the provision of services.

4.- RETURN OF DATA

Once this agreement ends, the MANAGER must return the information to the CONTROLLER or delete any copy that is in its possession. However, the MANAGER may keep the data blocked to meet possible administrative or jurisdictional responsibilities.

5.- SUBCONTRACTING OF SERVICES BY THE PERSON IN CHARGE

The MANAGER may subcontract auxiliary services with third parties for the provision of the main service.

6.- OBLIGATIONS OF THE PERSON IN CHARGE

The MANAGER and all personnel under his control are obliged to:

- Use the personal data subject to processing, or those collected for inclusion, only for the purpose that is the object of this assignment. Under no circumstances may you use the data for your own purposes.
- To process the data in accordance with the documented instructions of the CONTROLLER. Including with respect to international data transfers; if the DATA CONTROLLER is required to transfer personal data to a third country or to an international organisation, by virtue of the law of the Union or of the Member States applicable to it, it shall inform the CONTROLLER of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.
- Keep, in writing, a record of all categories of processing activities carried out on behalf of the CONTROLLER, containing, in accordance with Article 30.2 of Regulation (EU) 2016/679:
    - The name and contact details of the MANAGER and of each person in charge on whose behalf the MANAGER acts.
    - The categories of processing carried out on behalf of each controller.
    - An overview of the appropriate technical and organisational security measures you are applying to the processing of the data.
- Not to communicate the data to third parties, unless they have the express authorisation of the CONTROLLER, in the legally admissible cases.
- Maintain the duty of secrecy with respect to the personal data to which it has had access by virtue of this assignment, even after the end of the contract.
- Ensure that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and comply with the corresponding security measures, of which the manager will duly inform them. The MANAGER will keep at the disposal of the CONTROLLER the documentation accrediting compliance with this obligation.

- To guarantee the necessary training in the protection of personal data of the persons authorised to process personal data.
- When the affected persons exercise their rights of access, rectification, deletion and opposition, limitation of processing and data portability before the MANAGER, the latter must notify it by email to the address indicated by the CONTROLLER. The communication must be made as soon as possible, together, where appropriate, with other information that may be relevant to resolve the request.
- Notification to the CONTROLLER of data security breaches. The MANAGER will notify the CONTROLLER, without undue delay and through the email address indicated by the CONTROLLER, of the breaches of the security of the personal data in its charge of which it is aware, together with all the relevant information for the documentation and communication of the incident.
- Assistance in the notification of security breaches to the CONTROL AUTHORITIES and to the INTERESTED PARTIES.
- Make available to the CONTROLLER all the information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the CONTROLLER or another auditor authorised by it. In addition, if, in the opinion of the MANAGER, an instruction of the CONTROLLER infringes the provisions of Regulation (EU) 2016/679 or the applicable national regulations, the MANAGER shall immediately inform the CONTROLLER.
- Implement the necessary technical and organisational security measures to guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services. The minimum-security measures are set out in section "8. Minimum security measures to be applied by the MANAGER".

7.- OBLIGATIONS OF THE RESPONSIBLE PARTY

It is the responsibility of the RESPONSIBLE:

- Provide the MANAGER with the necessary data so that it can provide the service.
- Ensure, prior to and throughout the processing, compliance with Regulation (EU) 2016/679 GDPR by the MANAGER.
- Oversee processing, including conducting inspections and audits.

8.- MINIMUM SECURITY MEASURES TO BE APPLIED BY THE PERSON IN CHARGE

The MANAGER shall apply at least the security measures that allow:

- Ensure the ongoing confidentiality, integrity, availability, and resilience of treatment systems and services.
- Restore availability and access to personal data quickly, in the event of a physical or technical incident.

- To verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organisational measures implemented to guarantee the security of the processing.
- Pseudonymize and encrypt personal data, where applicable.

9.- NON-COMPLIANCE

Failure by the MANAGER to comply with the obligations referred to in this agreement will mean that it will also be considered responsible for the processing, answering to the Data Protection Authorities, or to any third party for any infringements that may have been committed arising from the execution of this agreement and/or compliance with current legislation on the protection of personal data, in particular Regulation (EU) 2016/679 when determining the purposes and means of processing.