

## LEGAL NOTICE - TERMS AND CONDITIONS OF SERVICE

**Update date: September 18th, 2023**

We want our users' experience at Kalena to be as satisfying as possible.

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

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

### 1.- LEGAL INFORMATION

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

*PANEL SISTEMAS INFORMÁTICOS SL*

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

*CIF: B-83766485*

*Registration data in the Mercantile Registry: Madrid Mercantile Registry, 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](mailto:comercial@kalena.es).

### 2.- GENERAL CONDITIONS OF USE

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

The mere access to the Kalena website ([www.kalena.es](http://www.kalena.es)), or to the mobile app, implies acceptance of these General Conditions.

The data and information on products or services, or other relevant data offered through the web are made, provided and updated by PANEL SISTEMAS INFORMÁTICOS SL, which will put all due diligence to keep the information updated. However, in the

event that there is an error or the information is not correct, it will not respond 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 Particular Conditions that may be established for access to certain services and applications, respecting the other Users of the same at all times.

In the event of total or partial breach by the User of these General Conditions of Use, PANEL SISTEMAS INFORMÁTICOS SL reserves the right to cancel the user's account without the need for 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 periodically check for updates.

### **3.- TERMS AND CONDITIONS OF ON-LINE CONTRACTING**

This Kalena Online Subscription Agreement is concluded between the entity that the user who is registering represents or, between an individual user (the Client) and PANEL SISTEMAS INFORMÁTICOS SL (hereinafter PANEL). Said contract is made up 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, they state that they have 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 enjoy 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 characteristics:

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

## 3.3.- Right of use

The contracting of 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. In other words, a temporary license to use the software is granted to the user, and no intellectual property rights in Kalena are transferred to the License User.

In case of enjoying the free trial option of the service, its duration 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 prospecting 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 transmission 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 managing user has at his disposal will depend on the type of subscription contracted.

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

- Do not take any action intended to impair, block, damage, disable, overload, temporarily or permanently, the functionalities, tools, content and / or the infrastructure of Kalena in a way that prevents its normal use.
- Guard and maintain the confidentiality of the access codes associated with your User name, being responsible for the use of said personal and non-transferable access codes by third parties.
- Do not introduce or carry out libelous or libelous content, which includes the prohibition of manipulating the purchase vouchers provided to enjoy the incentives.
- Not to use any of the materials and information contained in Kalena for illegal purposes and expressly prohibited in these General Conditions of Use, as well as the particular 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 will 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 by virtue of this.

### 3.5.- Acquisition of services

The subscription will be made through the Pricing Plans page: [www.kalena.es/tienda](http://www.kalena.es/tienda), unless the parties sign a specific agreement in which another form of subscription is established and in which the specific customization conditions are indicated, 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 for 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 user management.
  - Manage the recurrence of events.
  - Responsive web design.
  - Management and reservation on dynamic own plans.
- **Medium Plan** : includes the functions 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.
  - Check-in / Check-out manual or QR

**b) Complements.** The Client may supplement their Kalena Subscription Plan with the following add-ons:

- **Specialized technical assistance** , hiring hours of assistance service from our Technical Department.
- **My planning**, to obtain a specific view of your personal management and reservation plan in KALENA (valid for Basic or Medium Plan. In the rest of the plans this module is included).
- **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 means of payment accepted in the [kalena.es/tienda](https://kalena.es/tienda) store to proceed with the subscription and contracting of accessories, are the following:

- Credit or debit card.

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

For other payment methods, please contact [comercial@kalena.es](mailto:comercial@kalena.es)

### **3.6.- Customizations**

The Client may contract from PANEL Provider a totally personalized Subscription Plan to Kalena software.

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

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

- Management of more than 300 resources.
- Integration with corporate user management.
- Authentication by Single Sign-On and / or Multi-Factor Authentication.
- Departmental management, assignments and priorities.
- Customization of time windows.
- Management of reservation rules.
- Add-in for Outlook.
- Release of resources for No-show.
- Integration with other Outlook, Google and Fusion calendars.
- API for integration with access systems.
- Search for partner reservations.
- Incorporation of resource image.
- My Profile.
- Covid19 protocol customization.
- Guaranteed SLA.
- Custom reports and statistics.
- Custom fields in reservations.
- 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 a service provider will treat the data in accordance with the provisions of its privacy policy.

The information entered in Kalena for the management of users and configured resources will be the sole responsibility of the contracting party. In this case, PANEL acts as the person in charge of the treatment and under the instructions of the client, so in no case does it assume the obligations in terms of data protection 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 method 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 website [www.Kalena.es](http://www.Kalena.es) , or by writing an e- mail to the address [comercial@kalena.es](mailto:comercial@kalena.es) .

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

### **3.9.- Guarantees and reimbursement**

**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 comes into effect.

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

## **4.- SECURITY**

The Kalena website uses information security techniques generally accepted in the industry, including in particular firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing 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 treats them as specified in our [Privacy Policy](#).



# KALENA

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 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 in the web (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 authorization for their use and public communication from the legitimate owners thereof.

The User undertakes to use the contents diligently and correctly, in accordance with the Law, morals and public order. PANEL authorizes the User to view the information contained in Kalena, as well as to make private reproductions (simple download and storage activity on their computer systems), as long as the elements are intended solely for personal use. In no case, will this mean an authorization or license on the property rights of PANEL or the legitimate owners thereof.

The User is not authorized to proceed with the distribution, modification, assignment or public communication of the information contained in Kalena in any form and whatever its 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, in any case, responsible for them or their content.

Unless otherwise indicated, the User authorizes PANEL to use his name and logo for advertising purposes, and exclusively as a commercial reference, on Kalena's public web channel ( [www.kalena.es](http://www.kalena.es) ).

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

## **7.- LIABILITY**

PANEL does not guarantee continued access, nor the correct viewing, downloading or usefulness 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, nor of 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 the telecommunications lines and networks or by any other cause beyond the control of PANEL.
- Illegitimate interference through the use of 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 navigation errors produced by a malfunction of the browser or by the use of outdated versions.

PANEL is not responsible and in no case will it respond to users and third parties about acts of any third party outside 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, business secrets, contractual commitments of any kind, rights to honor, personal and family privacy and image, property rights and any other nature belonging to a third party by reason of transmission, dissemination, storage, making available, reception, obtaining or access to the contents.

## **8.- PRIVACY POLICY**

You will find the entire personal data treatment policy in the Privacy Policy, which is an integral part of these General Conditions. If you want more information, you can access through the following link: [Privacy Policy](#).

## **9.- LEGISLATION**

With waiver of any other forum and jurisdiction that may apply, submission is expressly established 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 web or obtaining the status of user, grants, irrevocably, their consent that the competent Courts by default can hear any legal action derived from or related to these conditions, or with your use of this Site or the navigation made by it.

If any clause or section of these General Conditions, which is not essential for its existence, is declared null or unenforceable, the validity of the remaining clauses will not be affected.

## **APPENDIX I - RESPONSIBLE FOR PERSONAL DATA TREATMENT**

**Date updated: September 18th, 2023**

### **1.- PURPOSE OF THE TREATMENT ORDER**

By means of these clauses, PANEL SISTEMAS INFORMÁTICOS, SL is empowered as MANAGER OF THE TREATMENT, to process on behalf of the Client, RESPONSIBLE FOR THE TREATMENT, 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 order, the DATA CONTROLLER is authorized to process the information necessary to provide the service.

The information includes the following:

- Stakeholder categories: employees, customers, visitors, contact persons.
- Categories of data subject to treatment: identification and contact details, employment details.
- Processing operations: registration, storage, structuring, consultation, deletion, limitation.

In the event that the client enters information related to categories other than those mentioned here through Kalena, said treatment would 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 THE DATA**

Once this agreement is finished, the MANAGER must return the information to the CONTROLLER or delete any copy that is in his possession. However, the MANAGER may

keep the data blocked to attend to possible administrative or jurisdictional responsibilities.

## **5.- SUBCONTRACTING OF SERVICES BY THE MANAGER**

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

## **6.- OBLIGATIONS OF THE MANAGER**

The MANAGER and all the personnel under his control undertake to:

- Use the personal data that is the object of treatment, or those collected for inclusion, only for the purpose of this order. In no case may you use the data for your own purposes.
- Treat the data in accordance with the documented instructions of the CONTROLLER. Including with respect to international data transfers; If the DATA CONTROLLER should transfer personal data to a third country or an international organization, by virtue of the Law of the Union or of the Member States that is applicable, it will 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 the categories of treatment activities carried out on behalf of the CONTROLLER, containing, in accordance with article 30.2 of Regulation (EU) 2016/670:
  - 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 person in charge.
  - A general description of the appropriate technical and organizational security measures that you are applying to the data processing.
- Do not communicate the data to third parties, unless you have the express authorization of the CONTROLLER, in legally admissible cases.
- Maintain the duty of secrecy regarding the personal data to which you have had access by virtue of this order, even after the contract ends.

- Guarantee that the persons authorized to process personal data commit, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which the MANAGER will inform them appropriately. The MANAGER will keep at the disposal of the CONTROLLER the documentation proving compliance with this obligation.
- Guarantee the necessary training in the protection of personal data of the persons authorized to process personal data.
- When the affected persons exercise the rights of access, rectification, deletion and opposition, limitation of the treatment and portability of data before the MANAGER, the latter must communicate it by email to the address indicated by the CONTROLLER. The communication must be made immediately together, where appropriate, with other information that may be relevant to resolve the request.
- Notification to the CONTROLLER of data security violations. The MANAGER will notify the CONTROLLER, without undue delay and through the email address indicated by the CONTROLLER, of the violations of the security of the personal data in his charge of which he has knowledge, together with all the relevant information for the documentation and communication of the incidence.
- Assistance in the notification of security violations to CONTROL AUTHORITIES and INTERESTED PARTIES.
- Make available to the CONTROLLER all the information necessary to demonstrate compliance with their obligations, as well as to carry out the audits or inspections carried out by the CONTROLLER or another auditor authorized by him. Likewise, if in the opinion of the MANAGER, an instruction from the CONTROLLER violates the provisions of Regulation (EU) 2016/670 or the applicable national regulations, the MANAGER will immediately inform the CONTROLLER.
- Implement the technical and organizational security measures necessary to guarantee the confidentiality, integrity, availability and permanent resilience of the treatment systems and services. The minimum security measures are included in section "8. Minimum security measures to be applied by the

MANAGER”.

## **7.- OBLIGATIONS OF THE RESPONSIBLE**

Corresponds to the RESPONSIBLE:

- Provide the MANAGER with the necessary data so that he can provide the service.
- Ensure, previously and throughout the treatment, compliance with Regulation (EU) 2016/679 RGPD by the MANAGER.
- Supervise the treatment, including the performance of inspections and audits.

## **8.- MINIMUM SECURITY MEASURES TO APPLY BY THE MANAGER**

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

- Guarantee the confidentiality, integrity, availability and permanent resilience of the treatment systems and services.
- Restore the availability and access to personal data quickly, in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the security of the treatment.
- Pseudonymize and encrypt personal data, if applicable.

## **9.- NON-COMPLIANCE**

The breach by the MANAGER of the obligations referred to in this agreement will mean that he is also considered responsible for the treatment, responding to the Data Protection Authorities, or to any third person for the infractions that may have been committed derived from the execution of the This agreement and / or compliance with current legislation on the protection of personal data, especially Regulation (EU) 2016/679 when determining the purposes and means of treatment.