

# Legal Notice

Pursuant to the provisions of Article 10 of Act 34/2002, dated July 11, governing information society services and e-commerce ("[LSSI](#)"), BBVA, S.A. ("**BBVA**") and Denizen Financial, Inc. ("**Denizen Inc.**") make the following general information available to Users of the website [www.denizen.io](http://www.denizen.io) (the "**Site**").

## **BBVA's information:**

**Name or trading name:** Banco Bilbao Vizcaya Argentaria, S.A.

**Tax ID number:** C.I.F. number A-48265169.

**Registered address:** Plaza San Nicolás 4, 48005 Bilbao.

**Company Registry data:** Company Registry of Vizcaya, Volume 2.083, Folio 1, Sheet BI-17-A, 1st Entry.

## **Denizen Inc.'s information:**

**Name or trading name:** Denize Financial, Inc.

**Tax ID number:** 82-0634718.

**Registered address:** 1209 Orange Street, Corporation Trust Center, New Castle County, Wilmington, Delaware 19801, USA.

**Company Registry data:** Delaware, File Number 6326403.

**Contact Email:** For any enquiries, Users may contact Denizen Inc. via the e-mail [support@denizen.io](mailto:support@denizen.io)

The Users of the Site shall comply at all times with the following terms and conditions of use ("**Terms of Use**"),

# Terms of Use of The Site

## Acceptance of the Terms of Use

These Terms of Use govern the use of the Site that BBVA and Denizen Financial, Inc. ("**Denizen**") offers to the Users.

The Terms of Use together with the [Legal Notice](#), the [Privacy Policy](#) and [Cookie Policy](#) together constitute the terms and conditions governing access to and use of the Site ("**Terms and Conditions of the Site**").

By accessing and using the Site, the User fully accepts and agrees to comply with the Terms and Conditions of the Site. Therefore, the User must carefully read these Terms of Use and any other Terms and Conditions of the Site in each of the occasions on which he intends to access and use

the Site, as they may undergo modifications that would be communicated to the User with the new access. BBVA and Denizen reserve the right to update, modify or eliminate these Terms and Conditions of the Site.

## **Terms of Use of the Site**

The User shall make lawful use of the Site in accordance with current law, good faith and public order. Similarly, the User agrees not to use the Site for fraudulent purposes, and not to carry out any activity that may damage the image, interests and rights of BBVA, Denizen Inc. or any third parties. The User undertakes not to perform any act that may damage, disable or overload the Site or in any way, impede its normal use and operation.

In the event the User breaches the Terms and Conditions of the Site or any other specific terms or conditions contained in the Site, BBVA and Denizen Inc. reserve the right to limit, suspend or terminate your access to the Site, adopting any technical measure necessary for that purpose. BBVA and Denizen Inc. also reserve the right to take such measures in the event that it reasonably suspects that the User is violating any of the terms contained in the Terms and Conditions of the Site or any other specific terms or conditions contained in the Site.

BBVA and Denizen Inc. may at their own discretion update, modify or delete information contained on the Site, including its content and/or services, also may limit or deny access to such information at any time without prior notice. BBVA and Denizen Inc. reserve the right to eliminate, limit or prevent access to the Site when technical difficulties or circumstances beyond the control of BBVA or Denizen Inc. arise or to reduce or remove the standard levels of security adopted for the proper operation of the Site. BBVA and Denizen Inc. reserve the right to decide on the continuation of the information and services provided through the Site.

## **Content of the Site**

The intellectual property rights on the Site, including the arrangement of its content, the unique rights to the underlying databases, the graphic design and user interface of the Site (look & feel), computer programs (including source and object codes), and the different elements that form the Site (text, graphics, photographs, videos, sound recordings, etc.) ("**Content**") are owned by BBVA or its licensors. The distinctive signs included on the Site (trademarks and trade names) are also owned by BBVA or its licensors.

The access or use of the Site does not grant users any right or ownership whatsoever over the rights of intellectual and/or other property protecting the content provided by this Site, or the Denizen or BBVA logos and trademarks. To this end, in accordance with these Terms and Conditions of Use, except when legally permitted or with the prior authorization of BBVA or the relevant owner, the User is expressly prohibited from any reproduction, processing, distribution, public communication, making available, extraction and/or reuse of the Site, its contents and /or logos and trademarks of BBVA or Denizen Inc. or any other third parties included in the Site. BBVA and Denizen Inc. reserve the right to take legal action as appropriate against those users who are in breach of or infringe the intellectual and/or other property rights of BBVA or Denizen Inc.

BBVA and Denizen Inc. declare that:

- The information offered on the Site is for informational purposes and shall not be deemed in any case as a recommendation, technical, financial, legal, tax, or investment advice, or an offer or a guarantee by BBVA or Denizen Inc., nor should it be understood as a recommendation to trade, or constitute the basis for any decision-making. BBVA and

Denizen Inc. decline any responsibility for the use of the information contained in the Site that may be made in this regard, and specifically must be understood that such information, subject to the laws and regulations in force in Spain and the USA, is not intended for those users who act under jurisdictions of states other than the EU, UK and USA that require compliance with different requirements for the provision, disclosure or advertising of such information.

- The information provided by BBVA and Denizen Inc. in the Site does not constitute a technical opinion of BBVA or Denizen Inc.
- BBVA and Denizen Inc. are not responsible for the information contained therein that does not meet the expectations of the user. BBVA and Denizen Inc. are not liable for the truthfulness, accuracy, adequacy, completeness or update of the information not created by them and another source otherwise specified. BBVA and Denizen Inc. are not responsible for the opinions or comments appearing on the Site, which either reflect the personal views of the Users, or come from the specified sources.
- BBVA and Denizen Inc. reserve the right to update, modify or remove the information contained in the Site, and assumes no obligation to communicate any changes or modify the contents.

The user ACKNOWLEDGES AND ACCEPTS the previous statements of BBVA and Denizen Inc. and additionally AGREES to comply with the laws and regulations that will be applicable as user of this Site.

## **Links Policy**

### **Links to the Site**

Establishing links to the Site is prohibited, unless it has been previously authorized by BBVA or Denizen Inc. If so authorized, the link, shall be established as follows:

- The link must not consist of frames which allow visualizing the Site through URLs other than the Site or in any other way show the information on the Site together with the information included on other websites.
- The website that links to the Site (the "Linker Site") will not make any false, inaccurate or incorrect statements referred to the Site and/or BBVA or Denizen Inc.
- In any case, the authorization granted by BBVA or Denizen Inc. does not mean that: (i) BBVA or Denizen Inc. sponsor, collaborate, verify or monitor the content and/or services provided through the Linker Site; or (ii) BBVA or Denizen Inc. are in any way responsible for the content of the Linker Site.

The Linker Site shall comply with the law and shall in no case host content of its own or third parties that: (i) are illegal, violate the rights of others, harmful, degrading, violent, inappropriate or otherwise contrary to morality, to the uses and good customs (pornographic, racist, etc.); (ii) implies or could imply to the User the false impression that BBVA or Denizen Inc. endorse, support, adhere or any way support the ideas, statements or expressions, whether lawful or not; and (iii) are inappropriate or irrelevant to the activity of BBVA or Denizen Inc.

In the event of breach of the terms set out above, BBVA or Denizen Inc. may take the appropriate and necessary measures.

### **Sites Linked**

To help the user find additional information, we may include links that allow the user to access other websites ("Linked Sites"). In these cases, BBVA or Denizen Inc. act as an intermediary

service provider, in accordance with Article 17 of the [LSSI](#). According to that legislation, BBVA and Denizen Inc. are not liable for the services and content provided through the Linked Sites, unless they have effective knowledge of the illegality and have not disabled the link with due diligence.

In any case the existence of Linked Sites does not mean that BBVA or Denizen Inc. recommend, promote, or agree with the statements, content or services provided through the Linked Sites. Accordingly, BBVA and Denizen Inc. are not responsible for the content of the Linked Sites or their condition of use and privacy policies; the User is solely responsible for checking and accepting each time he accesses and uses those sites.

In the event that the User believes that the Linked Sites host content that may be illegal, violate the rights of others, harmful, degrading, violent, inappropriate or otherwise contrary to morality, to the uses and good custom, he/she can notify BBVA or Denizen Inc. through the following email address: [support@denizen.io](mailto:support@denizen.io). However, for the purposes of applicable law, such communication shall mean that BBVA or Denizen Inc. acquire actual knowledge of the wrongfulness of the contents of the Linked Site.

## **Communication of unlawful or inappropriate activities**

In the event that the User or any other Internet user becomes aware that any kind of information or content included on the Site or provided through it is unlawful, injures third parties' rights, is harmful, degrading, violent, inappropriate, contrary the provisions in these Terms of Use or otherwise contrary to morals, customs and good manners, you can contact BBVA or Denizen Inc. indicating the following:

- Your personal information: name, address, phone 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 section of the Site in which it is available;
- In the event of infringement of third party rights, such as intellectual or other property, you shall identify the owner of the rights infringed when the informant is another person. You should also provide the title that certifies ownership of the infringed rights and, if applicable, the powers to act on behalf of the owner when it is a different person than the informant.

The receipt by BBVA or Denizen Inc. of such communication shall not entail, in accordance with the [LSSI](#), actual knowledge of the activities and/or contents indicated by the informant when this is not evident or obvious. In any case, BBVA and Denizen Inc. reserve the right to suspend or remove any content that, while not illegal, may be contrary to the rules set out in these Terms of Use, balancing in each case the legal interests in conflict.

## **BBVA and Denizen 's Liability**

Users shall know that communications through open networks are exposed to a number of threats that make them unsafe. It is their responsibility to take all appropriate measures to reasonably control these threats, including having updated malware detection systems, such as viruses, Trojans, etc. software technical measures as well as having updated security patches of the Internet browsers. For more information you can see the BBVA [Security Policy](#) or go to your Internet service provider that can provide solutions that suits your needs. To the maximum extent permitted by applicable law, BBVA and Denizen Inc. are not responsible for damages caused to the User as a result of the risks inherent in the means employed, or those caused by vulnerabilities in your systems and tools. BBVA and Denizen Inc. do not guarantee total security of their systems and although appropriate security measures have been taken cannot completely exclude

the existence of vulnerabilities and, consequently, the user must be cautious when interacting with the Site.

In particular, BBVA and Denizen Inc. are not responsible for:

- Any damages of any kind to the Users devices caused by viruses, worms, trojans or any other harmful elements.
- Any damages of any kind caused to the User resulting from failures or disconnections in telecommunications networks that produce the suspension, cancellation or interruption of the Site service during the provision thereof. In this regard, the User acknowledges that access to the Site requires reliance on services provided by third parties beyond control of BBVA and Denizen Inc. (for example: telecommunications network operators, service providers, etc.) which reliability, quality, continuity and operation does not correspond to BBVA or Denizen Inc., nor is part of their responsibility **to ensure the availability of the service**.
- The information of third parties in cases where BBVA or Denizen Inc. act as a provider of intermediation services in the sense given by the [LSSI](#), except when actual knowledge exists and the corresponding information has not been removed from the Site.

BBVA and Denizen Inc. will not be liable for any damages, direct or indirect, that users may suffer derived from the improper use of this Site or its contents, not assuming any obligation to notify changes or modify the contents thereof.

## Privacy

All the aspects relating to the processing of personal information of users derived from the use of the Site are regulated in the [Privacy Policy](#).

## Cookie Policy

Like other apps of commercial content, this Site uses a technology called "cookies" to gather information on how to use the Site. In the Cookie Policy we offer the User detailed information on how BBVA and Denizen Inc. are using cookies.

For more information see our [Cookie Policy](#).

## Miscellaneous

In accordance with Article 3 of the [LSSI](#), the laws applicable to the services and the information that BBVA and Denizen Inc. provide through the Site will be those of (i) Spain if the User has its habitual residence in Spain, or (ii) California if the User has its habitual residence in the USA.

If any of the provisions contained in this Legal Notice and Conditions of Use is declared invalid, it will be removed or replaced. In any case, such invalidation shall not affect the validity of the remaining provisions contained in this Legal Notice and Conditions of Use.