

## GENERAL TERMS & CONDITIONS

These general conditions (hereinafter, the "General Conditions") regulate the conditions of access, use and navigation of the [caribbeantestingboard.com](http://caribbeantestingboard.com) website (hereinafter, the "Website").

### 1. IDENTIFICATION DATA OF THE ASSOCIATION

In compliance with the provisions of Article 10 of Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce (hereinafter, "LSSC"), the following information is made available to the user easily, directly and free of charge: -

- Owner: Caribbean Testing Board (hereinafter, "CTB")
- Registered Office: Casolton, Dover, Christchurch, Barbados
- Registration Data: Registered in Barbados and founded in 2017.
- Email: [caribbeantb@gmail.com](mailto:caribbeantb@gmail.com)

### 2. OBJECT

These General Terms and Conditions regulate the access, navigation and use of the contents and services offered by CTB through its Website.

The access, use and navigation of the Website attribute the condition of user to the person who performs such actions (hereinafter, the "User"). The same shall imply the express acceptance of these General Terms and Conditions, which must be respected and complied with by any person accessing, browsing and using the Website.

However, access to certain content and the use of certain services may be subject to certain special conditions (the "Special Conditions"), which will be clearly displayed and must be expressly accepted by the User. These Special Conditions shall prevail over the General Conditions in case of conflict, and may replace, supplement or, where appropriate, modify the provisions of these General Conditions.

Consequently, the User must carefully read the General Conditions each time he/she intends to use the Website, as well as, if applicable, the corresponding Special Conditions when they are applicable. In any case, CTB reserves the right to modify at any time and without prior notice, the presentation, configuration and content of the Website, as well as the present General Conditions or those Particular Conditions that may apply.

### 3. ACCESS AND REGISTRATION

#### 3.1 ACCESS AND USE OF THE WEBSITE: REGISTRATION

The access and use of the Web Site implies that the User of the same accepts in its entirety and is obliged to comply completely with these General Conditions, as well as the instructions or recommendations that are indicated in each specific case.

To access certain sections of the Website it is necessary for the User to register and/or provide personal data. When accessing these sections, the User will be duly informed of the applicable privacy policy, to expressly accept it.

Access to the Website is free of charge except for the cost of the connection through the telecommunications network provided by the access provider contracted by the User.

Under no circumstances will CTB be responsible for the veracity of the registration data provided by the User, so the User will be the only responsible for the possible consequences, errors and failures that may arise from the inaccuracy of the data, according to what is established in the Privacy Policy.

### 3.2 REGISTRATION REQUIREMENTS IN CERTAIN CASES

In certain areas of the Website, it may be a prerequisite to register as a User to generate a password to access the user account. The registered User assumes that the password and the user account are personal and non-transferable.

The password must be generated by the User according to the rules of robustness and complexity established by CTB from time to time. The password created by the User will have an unlimited temporary validity, only subject to the time that the Website, or the section of the same that requires access through password, remains active.

Notwithstanding the above, the User may change his/her password at any time, by means of the tools made available by CTB through the Website.

The User undertakes to make a diligent use of his/her password and to keep it secret, not being able to transmit it to any third party. Consequently, the User will be responsible for the proper custody and confidentiality of the identifier and/or password selected as registered users and agree not to transfer its use to third parties, either temporarily or permanently, or allow third parties to access their account. The User shall be responsible for the lawful use of the Website and shall be liable for any damage caused by a third party who accesses the Website using his or her access credentials.

By virtue of the above, it is the User's obligation to immediately notify CTB about any fact that allows the improper use of the identifier and/or password, such as theft, loss, or unauthorized access to them, to proceed to their immediate cancellation. If such facts are not communicated, CTB will be exempt from any liability that may arise from the improper use of the identifier or password by unauthorized third parties.

### 3.3 CANCELLATION AS A REGISTERED USER

The User may, at any time, request to unsubscribe from the Website or from certain sections of the same, by sending a written communication to the e-mail address [caribbantb@gmail.com](mailto:caribbantb@gmail.com), indicating his/her identification data and the scope of his/her unsubscription request (if he/she wishes to unsubscribe from the Website, from a certain section of the same and, if applicable, from which one, etc.).

In any case, once the User has unsubscribed, he/she will be able to request a new registration, except for CTB's right not to accept such registration in the specific cases specified in the following clause called "Website Rules of Use" or in case of conflict or controversy between the parties.

#### 4. RULES FOR USE OF THE WEBSITE

##### 4.1 GENERAL

The use of the Website for illegal or unauthorized purposes is not permitted and, therefore, its consequences shall be the sole responsibility of the User. In particular, and without the following list being restrictive in nature, it is forbidden:

1. using the Website in any way that may cause damage, interruptions, inefficiencies or defects in its operation or in the computer equipment of CTB or of a third party;
2. Use the Website for the transmission, installation or publication of any viruses, malicious code or other harmful programs or files;
3. Use the Web Site to collect or process personal data of other users;
4. Use the Web Site in an illegal way, against good faith, morality and public order;
5. Register through the Website under a false identity, impersonating third parties or using a profile or performing any other action that may mislead other users about the identity of the user;
6. Unauthorized access to any section of the Website, to other systems or networks connected to the Website, to CTB's servers, or to the services offered through the Website, by hacking or forgery, password mining or any other illegitimate means;
7. Breach, or attempt to breach, the security or authentication measures of the Web Site or any network connected to the Web Site, or the security or protection measures inherent in the content offered on the Web Site; or
8. Take any action that causes disproportionate or unnecessary saturation of the infrastructure of the Website or CTB's systems or networks, as well as systems and networks connected to the Website.

The breach of any of the above obligations by the User may lead to the adoption by CTB of the appropriate measures protected by law and in the exercise of its rights or obligations and may even lead to the deletion or blocking of the User's account, without the possibility of any compensation in favour of the User.

##### 4.2 CONTENTS

The contents of the Website are made available to the User by CTB with information from both own- and third-party sources, not guaranteeing in any way the usefulness, accuracy, completeness, relevance and/or timeliness of the same.

Likewise, the material contained in the Website cannot serve in any case as a substitute for legal advice or of any other nature. Access to this material is not intended to constitute or imply any legal relationship between lawyer and client, nor any other type of trust or professional relationship between CTB and the User. To this effect, the legal services provided by CTB in general have the price indicated in the corresponding proposal of professional services addressed to the client and in no case will be offered or provided through the Web Site.

## 5. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

CTB is the owner or, in its case, has the corresponding licenses on the intellectual and industrial property exploitation rights necessary to operate the Website, and the services available through it, as well as all the contents offered in it, including the Website itself, texts, photographs or illustrations, logos, trademarks, graphics, designs, interfaces, technology, software, links or any other information or content.

In no case it shall be understood that the access, navigation, and use of the Website by the User implies a waiver, transmission, license or total or partial transfer of such rights by CTB. The User has the right to use the contents and/or services of the Web Site only for the purpose of enjoying the services provided in accordance with these General Terms and Conditions.

References to registered trademarks or commercial names, or other distinctive signs, whether property of CTB or third parties, imply the prohibition of their use without the consent of CTB or their legitimate owners. At no time does the access, navigation, or use of the Website and/or its contents grant the User any right over distinctive signs included therein, unless expressly provided otherwise.

All intellectual and industrial property rights over the contents and/or services of the Website are reserved and it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute, by any means and under any form, all or part of the contents included on the Website, for any purpose, without prior, express and written authorization from CTB or, if applicable, from the owner of the corresponding rights.

Likewise, it is forbidden to remove or manipulate the copyright indications or other credits that identify the holders of the rights of the contents that the User finds on the Website, as well as the technical protection devices, digital fingerprints, or any protection mechanism or information incorporated to the contents offered on the Website.

In case the User sends information or contents of any kind to CTB through any of the channels enabled for such purpose, the User declares, guarantees, and accepts that he/she has the right to do so freely, that such information does not infringe any intellectual or industrial property right, trade secret or any other rights of third parties, and that such information is not confidential or harmful to third parties.

The User acknowledges assuming the responsibility, leaving CTB harmless, for any communication or content sent personally or on behalf of the User.

If the User becomes aware of the existence of any illicit or illegal content, contrary to the law or that could imply an infringement of intellectual or industrial property rights, or of any other kind, he/she must immediately notify CTB through the e-mail address [caribbeantb@gmail.com](mailto:caribbeantb@gmail.com) so that CTB can proceed to the adoption of the appropriate measures.

Likewise, in case the User or a third party considers that any of the contents of the Website property of CTB violates its intellectual, industrial or any other kind of property rights, he/she must send a communication to CTB addressed to [caribbeantb@gmail.com](mailto:caribbeantb@gmail.com) with the following information:

1. Identification data and means of contact of the claimant or his legal representative.
2. Documentation that accredits its condition of holder of the allegedly infringed rights.
3. Detailed account of the allegedly infringed rights, as well as their exact location within the Web Site.

4. Express statement by the claimant that the use of the contents has been made without the prior consent of the owner of the allegedly infringed rights.

## 6. LINKS

### 6.1 LINKS TO OTHER WEB PAGES

In case the Website shows links to other websites through different buttons or links, CTB informs that these are managed by third parties, not having neither human nor technical means to know in advance or control or approve all the information, contents, products, or services provided by other platforms to which links may be established from the Website.

Consequently, CTB cannot assume any responsibility for any aspect related to the web page to which a link may be established from the Website, specifically, by way of example, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links or any of its contents, in general.

In this sense, if the User has effective knowledge that the activities developed through these third-party web pages are illegal or contravene morality or public order, he/she must immediately inform CTB to proceed to disable the access link to them, action that will be carried out as soon as possible.

The establishment of any kind of link from the Website to any other website does not imply that there is any kind of relationship, collaboration, or dependence between CTB and the responsible of such other website.

### 6.1 LINKS ON OTHER WEB PAGES TO THE WEBSITE

CTB does not authorize the establishment of a link to the Website from those pages that contain materials, information or contents that are illicit, illegal, degrading, obscene and, in general, that contravene the laws, moral or public order, or the generally accepted social norms.

In any case, the User may establish links to the Website, provided they comply with the following conditions:

1. It is not allowed to make false or inaccurate or incorrect statements or indications about the Website or, in particular, to state or imply that CTB has authorized the link or that it has supervised or assumed in any way the contents or services offered or made available on the web page where such link is established;
2. The web page in which the link to the Website is established shall not contain illicit information or contents, contrary to morality and generally accepted good customs and public order, nor shall it include contents contrary to any third-party rights, including intellectual or industrial property rights, or the right to honour, personal or family privacy or self-image or any other right, or contents contrary to the rules regulating the protection of personal data.

CTB has no power or human or technical means to know, control or approve all the information, contents, products, or services provided by other web pages that have established links to the Website. CTB does not assume any kind of responsibility for any aspect related to the web page 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 or any of its contents, in general.

## 7. RESPONSIBILITIES AND WARRANTIES

CTB cannot guarantee the reliability, usefulness, veracity, integrity or updating of all the information and/or services and contents of the Website, nor the usefulness or veracity of the documentation made available through the Website.

Consequently, CTB does not guarantee and is not responsible for:

- The continuity of the contents and services of the Website;
- The absence of errors in such contents and services;
- The absence of viruses and/or other harmful components in the Web Site or in the server that provides it;
- the invulnerability of the Web Site or the impossibility of violating the security measures adopted therein;
- the lack of usefulness or performance of the contents and services of the Web Site; and
- the damages caused, to itself or to a third party, by any person who infringes the conditions, rules and instructions that CTB establishes in the Website or through the violation of the Website's security systems.

Nevertheless, CTB declares that it has adopted all the necessary technical and organizational measures, within its possibilities, to guarantee the operation of the Website and to minimize the system errors, both from the technical point of view and of the contents published on the Website.

CTB shall not be responsible for the accuracy, integrity or updating of the information published on the Website coming from external sources, nor for the information contained in other platforms linked to from the Website. CTB shall not be liable for hypothetical damages that may arise from the use of such information.

## 8. SUSPENSION OF THE WEBSITE

CTB reserves the right to suspend, modify, restrict, or interrupt, either temporarily or permanently, the access, navigation, use, hosting or downloading of content, or the use of services of the Website, without prior notice, to the User who contravenes any of the provisions detailed in these Terms and Conditions, without the possibility of the User to demand any compensation for this reason.

## 9. CONFIDENTIALITY AND DATA PROTECTION

In accordance with the provisions of the current legislation on personal data protection, all personal data collected during the use of the Website will be treated in accordance with the provisions of the Privacy Policy of CTB, which all users must expressly accept to use and register in the system.

## 10. GENERAL

The headings of the different clauses are for information purposes only, and shall not affect, qualify, or expand the interpretation of these General Terms and Conditions. Likewise, CTB may modify the terms and conditions herein stipulated, totally or partially, by publishing any change in the same form in which it appears herein or through any type of communication addressed to the User.

The temporary validity of the present General Terms and Conditions coincides, therefore, with the time of its exposure, until it is totally or partially modified, at which time the modified General Terms and Conditions will become effective.

CTB may terminate, suspend, or interrupt, at any time and without prior notice, the access to the contents of the Website, without the possibility for the User to demand any compensation. After such termination, the prohibitions of use of the contents set out above in these General Conditions shall remain in force.

In the event that any provision of these General Conditions is declared null and void or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, such nullity or unenforceability shall not affect the remaining provisions hereof.

The failure of CTB to exercise or enforce any right or provision contained in these Terms and Conditions shall not constitute a waiver thereof, unless acknowledged and agreed to in writing by CTB.

## 11. APPLICABLE LAW AND COMPETENT JURISDICTION

This Web Site is governed by the common legislation in force in Spain. For any controversy that may arise in the interpretation and application of these General Terms and Conditions, and to the extent permitted by the current legislation, both CTB and the User expressly submit to the jurisdiction of the Courts and Tribunals of the city of Madrid, waiving their own jurisdiction if any.

In compliance with the provisions of the current legislation on personal data protection, the Caribbean Testing Board is responsible for the processing of personal data ("Personal Data") that you provide.

In particular, every time you use the website [www.caribbeantestingboard.com](http://www.caribbeantestingboard.com) (the "Website"), provide us with, or it is necessary for us to access any type of information that due to its characteristics allows us to identify you, either to browse the Website, contract or make use of our services, or establish commercial or professional relationships with CTB, you will be under the application of this Privacy Policy, together with the General Conditions hosted on the Website, and other documents referenced in the same in force at any time, and you must review these texts to verify that you are in agreement with them. This Privacy Policy and our General Conditions may be modified. Please read them periodically, since those that are hosted on the Web Site at any given time will be applicable.