

TERMS AND CONDITIONS

Last updated: 21 November 2025

1. GENERAL INFORMATION AND PURPOSE

These terms of use (the "Terms of Use") govern the access to and use of the website hosted under the domain name <https://www.nukraken.com> (the "Website") as well as the contents and services that the owner of the Website makes available to its users (the "User/s").

Furthermore, these Terms of Use, together with the Privacy Policy and the Cookies Policy, related to the management of Users' personal data, establish the terms and conditions governing the Website (the "Terms and Conditions").

The Website is owned by NU KRAKEN S.L., with its registered office at Calle de la Princesa 31, planta 2, Puerta 2, 28008, Madrid, Spain, with Tax ID number B-21940101, and registered in the Commercial Registry of Madrid in 1º page of the sheet M-852791 IRUS: 1000449099391, Electronic entry in the General Companies Registry file dated May 5, 2025 ("NU KRAKEN, S.L.").

Access to or use of the Website by the User necessarily and unreservedly implies knowledge and acceptance of these Terms and Conditions. Therefore, the User is recommended to read them carefully in case of using the Website.

The contents and services that NU KRAKEN makes available to the User on the Website (respectively, the "Contents" and the "Services") may also be governed by particular conditions which, in case of conflict, shall prevail over these Terms and Conditions (the "Particular Conditions"). The User also agrees, each time they use the corresponding Content or Service, to the applicable Particular Conditions.

NU KRAKEN reserves the right to modify the Terms and Conditions at any time, in which case the new Terms and Conditions will take effect immediately and will be applicable to all Users of the Website.

2. USE OF THE WEBSITE

The Website provides general information about the Tech company NU KRAKEN.

The information does not provide technical advice and, under no circumstances, constitutes a professional or any other type of company-client relationship. We welcome your inquiries at the email address contact@nukraken.com. However, please note that contacting us does not establish a company-client relationship nor imply any obligation for NU KRAKEN. Please do not send us any email containing confidential or sensitive information to the aforementioned general contact email address.

a) Use

Unless otherwise provided in the Particular Conditions, the use of the Website shall be

free of charge, without prejudice to the cost of connection through the corresponding telecommunications network that the User must bear for access.

The User is aware and voluntarily and expressly accepts that the use of the Website is always under their sole and exclusive responsibility.

When using the Website, the User agrees not to engage in any conduct that could damage the image, interests, and rights of NU KRAKEN or third parties, or that could damage, disable, or overload the Website, or that in any way prevents the normal use of the Website.

NU KRAKEN adopts reasonably adequate security measures to detect the existence of viruses. However, the User must be aware that the security measures of computer systems on the Internet are not entirely reliable and, therefore, NU KRAKEN cannot guarantee the absence of viruses or other elements that may cause alterations in the User's computer systems (software and hardware) or in their electronic documents and files contained therein.

Therefore, NU KRAKEN is not responsible for, nor does it guarantee that access to this Website will be uninterrupted or error-free. Nor is it responsible for or guarantees that the content or software that can be accessed through this Website is free from error. Under no circumstances shall NU KRAKEN be liable for any losses, damages, or harms of any kind that may arise from accessing and using the Website. NU KRAKEN is not responsible for damages that may be caused to users by inappropriate use of this Website. In particular, it is not responsible in any way for drops, interruptions, lack of, or defects in telecommunications that may occur.

b) Contents

The Contents of the Website are made available to the User by NU KRAKEN with information from both its own sources and those of third parties.

NU KRAKEN strives for the Contents to be of the highest possible quality and reasonably up-to-date, but does not guarantee the usefulness, accuracy, completeness, relevance, and/or timeliness of the Contents.

The inclusion of Contents on the Website does not, in any way, constitute the provision of a legal advisory service.

c) Intellectual and industrial property rights

No intellectual or industrial property rights are assigned over the Website or any of its integral elements through these Terms and Conditions. The reproduction, transformation, distribution, public communication, making available, extraction, reuse, forwarding, or use, by any means or procedure, of any of them is expressly prohibited to the User, except in cases where it is legally permitted or authorized by the holder of the corresponding rights.

The User may view and obtain a temporary private copy of the Contents for their exclusive personal and private use on their computer systems (software and hardware), provided it is not for the purpose of developing commercial or professional activities. The User must refrain from obtaining, or attempting to obtain, the Contents by means or procedures other than those that have been made available to them in each case or indicated for this purpose, or those commonly used on the Internet. The User must at all times respect all intellectual and industrial property rights on the Website, owned by NU KRAKEN or third parties.

d) Hyperlinks and Linked Sites

The User who intends to establish a hyperlink or technical linking device from their website to the Website (the "Hyperlink") must obtain express authorization from NU KRAKEN. This does not imply, in any case, the existence of relations between NU KRAKEN and the owner of the site or web page where the Hyperlink is established, nor the acceptance or approval by NU KRAKEN of its contents or services.

The Website makes available to the User, solely for the search and access to information, contents, and services available on the Internet, hyperlinks or technical linking devices (e.g., links or buttons), that allow the User to access Internet sites or portals belonging to or managed by third parties (the "Linked Sites").

NU KRAKEN does not offer or market by itself or through third parties the information, contents, and services available on the Linked Sites, nor does it approve, supervise, or control in any way the contents and services. The User assumes exclusively all responsibility for browsing through them.

3. CONTACT AND WRITTEN COMMUNICATIONS

Applicable regulations require that some of the information or communications that NU KRAKEN sends to the User be in writing. By accepting these Terms of Use, the User agrees that most communications from NU KRAKEN will be electronic. NU KRAKEN will contact the User by email. The User consents to the use of this electronic means of communication and acknowledges that any notice, information, and other communications that NU KRAKEN sends electronically comply with the legal requirements of being in writing.

For any query or issue, complaint, or claim related to the Website, the User may contact NU KRAKEN by sending an email to the following address: contact@nukraken.com.

4. JURISDICTION AND APPLICABLE LAW

The operation and use of the Website, as well as these Terms and Conditions, shall be governed by Spanish law. To the extent permitted by law, NU KRAKEN and the User, with express waiver of any other jurisdiction that may correspond to them, agree to submit to the jurisdiction of the Courts and Tribunals of Madrid Capital (Spain).

PRIVACY POLICY

5. GENERAL INFORMATION

This privacy policy (the "Privacy Policy") aims to inform you clearly and precisely about the processing of personal data collected by NU KRAKEN through the Website and forms part, together with the Cookies Policy, of the Website's Terms and Conditions of Use.

This Privacy Policy is only applicable to the Website, understood as all the pages and subpages included therein. NU KRAKEN declines any responsibility for the different privacy and personal data protection policies that may be contained in websites that can be accessed through hyperlinks located on this Website and not directly managed by NU KRAKEN.

This policy has been configured in accordance with the current regulations on personal data protection, including, among others, Organic Law 15/1999, of December 13, on the Protection of Personal Data ("LOPD") and Royal Decree 1720/2007, of December 21, which approves the Regulations for the development of the LOPD ("RLOPD").

6. COLLECTION OF PERSONAL DATA

In compliance with the provisions of the LOPD and its implementing regulations, we inform you that the personal data and information you provide when sending an electronic communication or completing any electronic form available on the Website will be incorporated into a personal data file owned by NU KRAKEN. The purpose of the processing of the Data is to process your request. The questions included in each of the forms are voluntary, except those marked with an asterisk (*) which are mandatory. In case of not answering the mandatory questions, NU KRAKEN reserves the right not to process incomplete requests.

By virtue of the above, the User declares themselves informed, consents, and expressly authorizes NU KRAKEN to collect and process their data for the purpose described through the Website.

NU KRAKEN guarantees that it has adopted the legally required levels of security for the protection of personal data, according to the type of data collected, and has installed all the technical, personal, and organizational means and measures to guarantee the confidentiality, integrity, and quality of the information, as well as to prevent the loss, misuse, alteration, unauthorized access, and theft of the provided personal data.

7. COMMERCIAL COMMUNICATIONS

It is possible that in some of the electronic forms on the Website you will be asked for your express consent to be able to send you commercial communications by email or equivalent electronic means.

In this regard, the User acknowledges that by accepting the Terms and Conditions of Use and the Privacy Policy, the Users expressly accept and authorize NU KRAKEN to send them offers and advertising communications related to the Website.

The User may express their refusal to receive this type of commercial and promotional communications at any time, by notifying NU KRAKEN in the manner provided in the following section.

8. RIGHTS OF REGISTERED USERS

Users may revoke their consent, as well as exercise their rights of access, rectification, cancellation, and opposition by written communication addressed to NU KRAKEN at the following postal address: Calle de la Princesa 31, planta 2, Puerta 2, 28008, Madrid, duly signed, accompanied by a photocopy of their ID card and with the reference "Personal data protection", or by email: contact@nukraken.com with the same instructions.

9. MODIFICATIONS TO THE PRIVACY POLICY

NU KRAKEN reserves the right to modify this Privacy Policy in accordance with the applicable legislation at any time. Therefore, we recommend that you periodically review this Privacy Policy to be informed about how the personal data you provide us is treated and protected.

COOKIES POLICY

10. GENERAL INFORMATION

The Website uses a technology called "cookies" to collect information about the use of the Website. We inform you that we may use cookies to facilitate your navigation through the Website, distinguish you from other users, provide you with a better experience in using it, and identify problems to improve our Website.

Also, if you give your consent, we will use cookies that allow us to obtain more information about your preferences and customize our Website according to your individual interests. This cookies policy aims to inform you clearly and precisely about the cookies used on our Website (the "Cookies Policy").

A cookie is a file that is downloaded to your device (computer or mobile device) in order to store data that can be updated and retrieved by the entity responsible for its installation.

The information collected through cookies may include the date and time of visits to the Website, the pages viewed, the time you have spent on our Website, and the sites visited just before and after it.

11. TYPE OF COOKIES USED ON THE WEBSITE

Our Website uses the cookies described below:

a) First-party cookies

These are cookies that are sent to your computer and managed exclusively by us for the better functioning of the Website. The information we collect is used to improve the quality of our service and your experience as a user. These cookies remain in your browser longer, allowing us to recognize you as a recurring visitor to the Website and adapt the content to offer you content that suits your preferences.

b) Third-party analytical cookies

They are used to analyze the visits made by users to this website and the browsing times on it, in order to allow improvements in navigation and offer a better service to users. This website uses Google Analytics, a tool owned by Google, Inc., an entity whose main office is in the United States (1600 Amphitheatre Parkway, Mountain View, California, CA 94043), which collects information on its servers anonymously to prepare reports on website trends without identifying individual users. At the following link, you can check the description of the type of cookie used by Google Analytics and information about its expiration period:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage?hl=es>

If you interact with the content of our Website, third-party cookies may also be set (for example, when pressing social media buttons or viewing videos hosted on another website). Third-party cookies are those set by a domain different from our Website. We cannot access the data stored in the cookies of other websites when you browse the aforementioned websites.

12. DISABLING AND BLOCKING COOKIES

In any case, we inform you that since cookies are not necessary for the use of our Website, you can block or disable them by activating your browser settings, which allow you to refuse the installation of all cookies or some of them. The vast majority of browsers allow you to be warned of the presence of cookies or to reject them automatically. If you reject them, you can continue to use our Website, although the use of some of its services may be limited and therefore your experience on our Website less satisfactory.

If you wish to withdraw your consent related to this Cookies Policy at any time, you must delete the cookies stored on your device (computer or mobile device) through the

settings and configurations of your Internet browser.

For more information on deleting, disabling, or blocking cookies, please visit: <http://www.allaboutcookies.org/es/administrar-las-cookies/>

13. MODIFICATION OF CONFIGURATION AND SETTINGS REGARDING COOKIES

Unless you have adjusted your browser settings, our system will create cookies as soon as you visit our Website. Please note that all Internet browsers allow you to change this configuration. For more information on how to adjust your cookie settings in the following browsers, we refer you to the relevant link:

- Internet Explorer: <http://windows.microsoft.com/es-xl/internet-explorer/delete-manage-cookies#ie=ie-10>
- FireFox: <http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we>
- Chrome: <https://support.google.com/chrome/answer/95647?hl=es>
- Safari: www.apple.com/es/privacy/use-of-cookies/

You can also manage the storage of cookies from other tools such as:

- Ghostery: www.ghostery.com
- Your online choices: www.youronlinechoices.com/es

14. CHANGES TO THE COOKIES POLICY

NU KRAKEN reserves the right to modify this provision on the use of cookies at any time in order to adapt it to legislative or regulatory changes or to the instructions that may be issued by the Spanish Data Protection Agency on this matter.