

TV-ONLINE® LICENSE AGREEMENT

Please read and understand this license agreement completely before accessing and / or using the TV-ON LINE software. This is an agreement between you, the end user, and YOUR DISTRUBUIDER, being FERNANDO J. PALOMAR MASCARÓ, the editor of the TV-ON LINE software. By accessing and / or using this software, you agree to be subject to the terms of this agreement. If you do not agree with these conditions, you must uninstall the access, including any saved or captured files. PALOMAR TV-ON LINE is protected by copyright and other intellectual property laws, and by international treaties. It recognizes that no rights derived from the intellectual property of the program or exercises are transferred to it. It also recognizes that all property rights related to its online exercise program will remain the exclusive property of FERNANDO J. PALOMAR MASCARÓ, and that you will not acquire any rights over them. You also agree that you will not make any copy, photograph or capture by any registration system, whether computer, photographic or by any other means.

I. TERMINOLOGY

From now on, the following terms will apply to the rest of this document according to the following explanation:

- a. "Agreement" will refer to this "end user license agreement" in its entirety.
- b. "Software" will refer to all binary, textual, images, executable, sample code, as well as documentation, or any part or combination thereof, related to the product whose name appears in the title of this AGREEMENT.
- c. "TV-ON LINE" will refer to the "software", as mentioned in section B.
- d. "Executable components" shall refer to the parts of online software that contain computer instructions in binary code.
- and. "Use", "using" and "use", as well as their derived verbal forms, will refer to the acquisition, installation, storage, copying, development of new related software and / or general use of software, directly or indirectly, partially or totally.
- F. "User / users" shall refer to the person, persons, and / or entity that uses this software, including without limitation, the entire organization and all subsidiaries and associates involved in the use of such software.
- g. "Distributor" will refer to the person and / or entity that has signed a distribution agreement for a specific period, indicated in the contract signed, of the VISUAL THERAPY ON LINE DE PALOMAR.
- h. "TV-ON LINE" will refer to the program programmed for you "ON-LINE VISUAL THERAPY OF PALOMAR" whose Copyright © 2009 is owned by FERNANDO J. PALOMAR MASCARÓ of Barcelona / Spain, with ID: 46.651.282-Z. Being protected by the Intellectual Property Law (Royal Legislative Decree 1/1996, of April 12).
- h. "License" shall refer to the use of the software by the user as deemed exclusively acceptable by HIS DISTRIBUTOR or FERNANDO J. PALOMAR MASCARÓ, and must also refer to the registration key provided to the user by HIS DISTRIBUTOR or FERNANDO J. PALOMAR MORE EXPENSIVE.

II. LICENSE AGREEMENT

- a. The user agrees, by making use of access to the online visual therapy platform, to be subject to this Agreement, and to all its provisions and restrictions without exception.
- b. Both the end user and the distributor understand and agree that FERNANDO J.PALOMAR MASCARÓ reserves the right to terminate and / or revoke the user's license for any reason at any time without prior notice.
- c. The user understands and agrees that the software is copyrighted material, and is protected by international laws and treaties and the copyright of the United States of America and Spain. The user agrees not to violate any of the international laws and treaties, including without limitation the copyright laws of the United States of America and Spain.
- d. The user understands and agrees to use this software, from our online visual therapy platform, that the use thereof will not grant the user more rights than those specified in this agreement, especially, but not limited to, related to audio , video, images or other types of copyright.
- and. The user understands that THE DISTRIBUTOR and FERNANDO J. PALOMAR MASCARÓ does not guarantee the usefulness or adequacy of the software for any specific purpose.
- F. By purchasing the online exercise pack, the user agrees to be subject to all the clauses included in this agreement, and accepts them.

III. TERMS

- a. The user will be entitled to the conditions included here only if he agrees with section II of this agreement. In the event that the user does not agree with said section, he will not be entitled to any of the conditions set forth herein, and for the same reason, the user agrees not to use the online visual therapy software, or save or maintain No copy of it.
- b. The user will have the right to access his specific program during the authorized time, once expired he will not have the right of access. The user may not make a total or partial copy of the exercises under any circumstances, nor in order to be a backup copy.
- c. The user may not, under any circumstances, redistribute the executable components, or parts thereof, for their full exclusive use depending on their own software. The user may not, under any circumstances, distribute the software in whole or in part.
- d. The user can acquire multiple user licenses.
- and. THE DISTRIBUTOR or FERNANDO J. PALOMAR MASCARÓ, may, at its own discretion, guarantee a license, or an additional license. Said license will only be guaranteed once the user has received direct notification of said license from HIS DISTRIBUTOR or from FERNANDO J. PALOMAR MASCARÓ.

IV. RESTRICTIONS

- a. The user may not, under any circumstances, make copies of software.
- b. The user may not, under any circumstances, use software to carry out illegal activities.
- c. The user may not, under any circumstances, modify the composition of the program, decompile it, or use it in any other way than originally provided by FERNANDO J. PALOMAR MASCARÓ.
- d. The user may not, under any circumstances, re-distribute software
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- F. The user may not, under any circumstances, for any purpose be this, to redistribute the license or license key associated with the software.
- g. The license is not transferable to any person and / or entity.
- h. Any violation of the restrictions of this agreement will result in the immediate termination of the agreement guaranteed to the user by the DISTRIBUTOR or by FERNANDO J. PALOMAR MASCARÓ.

V. Software version TVOL DE PALOMAR

Everything stipulated in this clause will affect all users, of the current or previous version of the software.

- a. FERNANDO J. PALOMAR MASCARÓ declares that the version of this software has the following characteristics:
 - Does not contain advertising or advertisements.
 - All its functions are activated.
 - Does not allow any kind of updates
- b. FERNANDO J. PALOMAR MASCARÓ reserves the right to terminate this agreement, with the user of the Version or with its DISTRIBUTOR, without prior notice in the event that it violates any of the clauses included in the document.
- c. Installation. The User should only have a browser with internet access; Any connection failure to the platform, in the access or in the execution of the software, must be communicated to your distributor and this to the email: fpalomar@centrospalomar.com

VI. Responsibility

- a. The user understands that the software is provided "as is", and that it could contain imperfections and / or errors that could cause problems and / or damage to some systems and / or data.
- b. The User undertakes to keep his DISTRIBUTOR and FERNANDO J. PALOMAR MASCARÓ exempt from any obligation or responsibility towards the user, subsidiaries, associates, and / or customers / customers of the user, for any damage caused by, or otherwise resulting del, user and / or misuse of the software, either directly or otherwise.
- c. The User undertakes to accept all responsibility for any damage caused by, or otherwise resulting from, the user and / or misuse of the software, either directly or otherwise.

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- a. This license will be governed and interpreted according to the legislation of the province of Barcelona, Spain, without reference to its conflict of legal principles. In the event that any conflict arises between foreign and Spanish laws, norms and regulations, Spanish laws, norms and regulations shall prevail. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this license. If for any reason a court of competent jurisdiction considers that any of the provisions of this license, or a fragment thereof, is not applicable, such provision of the license will be applied to the maximum extent allowed for the intention of the parties, and the rest of the license will continue in force.
- b. TVOL DE PALOMAR, the PALOMAR ON-LINE VISUAL THERAPY logo, and all trademarks, service marks and trade names of PALOMAR ON-LINE VISUAL THERAPY that appear on the TVOL DE PALOMAR software, are owned by FERNANDO J PALOMAR MASCARÓ. Trademarks, logos, service marks and trade names of PALOMAR ON-LINE VISUAL THERAPY may not be used with any product or service other than TVOL DE PALOMAR, in any way that may give rise to confusion, or no way that disparages or discredits TVOL DE PALOMAR and / or VISUAL THERAPY ONLINE PALOMAR. If you have questions regarding this Agreement, or if you wish to request additional information about PALOMAR'S ON-LINE VISUAL THERAPY, please contact the DISTRIBUTOR of your ON-LINE VISUAL THERAPY program