

Balwurk

# Terms of Use

Information Security under ISO/IEC 27001:2022

Balwurk 2-2-2023

#### **Document Control**

Version	Made by	Approved by	Date of Approval
1.1	Inês Gil	CEO	10-07-2023

#### **Document Maintenance**

Version	Comments
0.01	Document outline
0.02	Draft for discussion
0.03	Final draft
1.0	Publication final version

# **Change History**

This document must be reviewed at least once a year or when significant (Organizational, regulatory etc.) changes are recognised by the management of Balwurk. The following table provides the review and approval trail indicating which version of this policy was lastly reviewed, on what date and by whom.

Version	Created by	Creation Date	Approved by	Approved date	Change Description
0.01	Inês Gil	15-11-2022	CEO	30-11-2022	Initial Version
1.1	Inês Gil	30-11-2022	CEO	10-07-2023	Policy Review and renamed Inetsec to Balwurk

#### **Document Reference**

[Nr] Document Title	Location
Privacy Policy	ISMS
Cookie Policy	ISMS

# **Contents**

Document Control	1
Document Maintenance	1
Change History	1
Document Reference	1
Contents	2
Introduction	3
Purpose of this document	3
Scope	3
Review and audit	3
Management review	3
About Terms of Use	3
Use of Content, Restrictions and Privacy Statement	3
Intellectual Property Rights; Non-use of Balwurk Names or Logos	4
Warning and Disclaimer	5
Additional Terms	6

#### Introduction

#### **Purpose of this document**

These Terms of Use govern all Balwurk websites, including the under the master domains: Balwurk.com (hereinafter referred to as "website").

This document, together with a set of supporting policies, processes, guidelines, and procedures, is part of the Information Security Management System.

#### Scope

The conditions stated below regulate the use of webpages in which the information related to Balwurk services are made available to the public. We recommend that you read the information provided in detail.

The access and use of this website content imply the reading and acceptance, without any reservation, of these conditions.

#### Review and audit

#### Management review

We may revise this policy and make changes whenever necessary or required, so users are advised to consult it periodically.

Following each revision, the older version will be updated, and all the updates will become an integral part of the Policy.

#### **About Terms of Use**

Balwurk reserves the right to refuse, suspend, interrupt, cancel access or use, totally or in part, of this website to users or visitors who do not comply with any of the conditions in this Legal Notice.

This website contains materials such as articles, studies, and project descriptions prepared by Balwurk for informational purposes only. Balwurk may modify, develop, or update these materials at any time without notice.

# **Use of Content, Restrictions and Privacy Statement**

Except when otherwise stipulated, users are authorised to view, copy, print and distribute the content of this website (but never to edit it) as long as (i) such use is for information purposes and (ii) any copy of the content is followed by the copyright statement or any other attribute, related to its content (iii) its content is not copied, printed or distributed

with changes, additions or deletions that are not marked as changes, additions or deletions made by the user and for his own liability.

The entire content of this website – including texts, graphics, images, sounds and any other information – is Balwurk property, which owns all its intellectual rights. The authorisation given by Balwurk to the users to view, copy, print and distribute those contents should never be construed as a waiver of its property rights over those contents.

The user is not allowed to copy or use any software or processes owned by Balwurk or any technology built into this website.

The user accesses and uses this website following the applicable laws.

The user acknowledges and agrees that we may use the personal data and information they voluntarily provide at our websites per our Privacy Policy and Cookies Policy, which are incorporated herein.

When the user voluntarily inserts his personal data and information on this website, the user understands he agrees with the terms of Balwurk's Privacy Policy, including the obligations imposed on each.

Any information, material, idea, or content, except any personal data, provided by a user at this website will be considered by Balwurk as non-confidential, free and without the owner of any property intellectual or industrial right. For that reason, Balwurk will assume that it will have no obligations or limitations regarding the confidentiality and property of that information, material, idea, or content.

# Intellectual Property Rights; Non-use of Balwurk Names or Logos

The entire content of this website is protected by Industrial and intellectual property rights, owned by Balwurk or third parties, with non-transferable exploitation rights beyond what is strictly necessary for the correct use of the websites.

By content, we mean texts, images, files, photographs, logos, graphics, icons, colours, or any other element, its structure and design, selection and presentation format, and the software, links and other audio-visual or sound content, as well as its graphic design and source codes necessary for its operation, access, and use.

This website and its content are protected by copyrights, trademarks, and other laws of the Portuguese State, by international conventions and/or other countries' legal commands.

"Balwurk" and Balwurk logos are registered trademarks. The use of the Balwurk brand alone or in combination with another word or design elements in any press release, advertising, other promotional, marketing, or media materials, whether written, oral, electronic, or visual, is prohibited in any other format, except as provided in these Terms of Use or in case of express written authorisation granted by the respective trademark owner.

References to other brands, names or logos made on this website are for identification purposes only and do not express the approval of their owners regarding this website or any of its contents. These Terms of Use do not grant the user of this website the right to use trademarks, names or logos registered by third parties.

### **Warning and Disclaimer**

This website only contains general information, and they don't provide professional advice or any kind of services. Before making any decision or taking actions with financial consequences, you should consult a qualified professional.

Without prejudice to the above, this website is made available as it appears and doesn't expressly or tacitly imply a representation of third parties. We do not offer any guarantees regarding its contents. There is no guarantee that this website will be error-free or meet any specific performance or quality criteria.

Balwurk disclaims all implied warranties, including without restrictions, warranty of merchantability, denomination, fitness for a particular purpose, no infringement, compatibility, security, and accuracy of this website contents.

The use of this website is at the user's own risk and assumes full responsibility and risk of loss. Balwurk cannot be assigned any liability for the use of this website, including any direct or indirect injury, special, unintentional, consequent, or punitive or of any other nature, whether arising in contract, statutes, unlawful (including without restrictions neglect behavior), or any other.

Some links on this website may lead the user to other websites, sub-websites and resources maintained by third parties ("Linked Sites") over which Balwurk has no control. Without prejudice of the above, there is no express or implied warranty about the Linked Sites, and it may not be considered a Balwurk recommendation. Balwurk also disclaims any liability regarding the access or use by the user of all Linked Sites.

The user may not insert words or expressions at this website that defame Balwurk or any other individual or collective person or that could be considered inappropriate, injurious,

discriminatory, racist, violent, pornographic, sexist, or aggressive to any religion or political option.

The user will be the only responsible for all the information, material, idea, opinion, or contents it inserts at Balwurk websites, and Balwurk hereby expresses and formally disclaims any liability regarding all the information, material, idea, or contents inserted by the users at this website and reserves the right to delete it at its sole discretion.

The notice and limitations of liability above are applied in accordance with the law.

# **Additional Terms**

These Terms of Use may be revised at any time. The revised terms will be posted on the Terms of Use (this page) or elsewhere on this website. Such revisions will take effect from the moment they are placed on the page unless otherwise indicated.

By checking the page periodically, it is the user's full responsibility to be aware of the revisions to Terms of Use. The continued use of the websites after changes to these Terms of Use implies the acceptance of the revised Terms of Use.