

LEGAL NOTICE AND GENERAL TERMS AND CONDITIONS OF USE

1. Identification Details

In accordance with the duty of disclosure specified in article 10 of Spanish Act 34/2002, of 11 July, on Information Society Services and E-commerce, we provide the following details: The owner of mysocial-brand.com (hereinafter, the 'Website' or the 'Platform') is the company VIPNET CONSULTORES S.L. (hereinafter, 'Vipnet360', 'we', 'us' or 'our'), holding Spanish Tax Code B-84278951, with registered office in Calle Guzmán el Bueno, 133, edificio Britannia, 5º A, C.P. 28003, in Madrid, recorded in the Companies Register of Madrid, in Volume 21.203, Book 0, Folio 40, Section 8, Page M-376600.

GENERAL TERMS AND CONDITIONS OF USE

2. Introduction and Definitions

My Social Brand (hereinafter, 'MSB') is a communication platform which allows the employees, contractors, invited participants and agents of a company (hereinafter, the 'Staff' or the 'Users') to share and publish information, encouraging them to share it in their personal or professional social networks in return for points which may be exchanged for a reward.

By accepting this clause, Users expressly accept the Privacy Policy and the Service Terms and Conditions as a user, subscriber or administrator of any of the free or paid services and/or products. The said services and/or products consist of a company creating an account in My Social Brand. The account will be hosted in servers managed by Vipnet360. The account includes a website ('Company's Website') and mobile apps (for any platform) where the company's staff and certain guests can publish and share information relating to the company, news which may be relevant for their professional sector or of any kind, previously approved by the platform's administrator.

These Terms and Conditions constitute a legal agreement and include relevant information about your rights and obligations. If you do not agree with these Terms and Conditions or with any future updated version thereof, please stop using the Website. We reserve the right to update these Terms and Conditions in the future.

The following definitions are given for a better understanding of this Privacy Policy and the General Terms and Conditions:

'Administrator': Person(s) with sufficient rights to start the corporate community, access analyses, invite Users, send bulk notices, newsletters and other platform full management exclusive features, which cannot be seen by the rest of the Users.

'Authorised User': Users invited by the platform's administrator with the same rights of access as the administrator.

'Corporate Community': All the Users who have any type of access to the platform and use it.

'Client': Business contact or persons who pay to use the platform. This may be the same person as the administrator.

'Free Trial': A trial access may be temporarily enabled to use the platform for a certain period.

'Social communication networks': All social networks connected in some way to the My Social Brand platform.

3. Users' Obligations

As a User of My Social Brand, you:

- Must use MSB and all its features and tools according to the applicable legislation in force, particularly concerning Intellectual and Industrial Property and Data Protection, as well as according to generally accepted moral standards and good practices and to public order and any other provision included in these legal Terms and Conditions.
- Must act in a diligent, correct and legal manner every time you access and/or use MSB.
- Verify any changes made to the Legal Terms and Conditions or the Privacy Policy, expressly accepting them when required to do so.
- Must not use MSB for economic or commercial purposes without the Owner's express prior authorisation.

- Must not breach any right or interest of MSB, such as intellectual or industrial property rights (patents, trademarks, business secrets, copyrights or other rights held by the Owner).
- Must not use MSB to gather information and content in order to offer a service to a third-party which, according to the Owner, may correspond thereto or cause conflict with it.
- Must not insert, through any means, computer viruses, worms, Trojans or any other kind of malicious software aimed at interrupting, destroying or limiting MSB's functionality.
- Must not use reverse engineering techniques and/or decompile, decrypt or use any other system to find out MSB's source code or any other element subject to underlying copyrights or intellectual property rights.
- Must not modify MSB in any possible way.
- Must not damage, unable, overload or hinder the Service (or the network/s connected to the Service) or interfere in the use of the Service by any User.
- Must not carry out actions or use methods to imitate the appearance or features of MSB, regardless of the purpose.

4. Awards/Rewards

All awards or rewards are subject to the taxation in force at the time of reception thereof.

In order to be confirmed as the winner of the award(s) proposed, Users must act in good faith and display all the activity they carried out on their social media profiles from MSB for which they were given their points. The administrator will ensure to make this verification and will be in charge of confirming the winner or giving the award to another participant who complies with the rules of the game.

5. Data Protection

Vipnet360/MSB complies with the regulations specified by Spanish Organic Law 15/1999, of 13 December, on Personal Data Protection, Spanish Royal Decree 1720/2007, of 21 December, approving the implementing Regulation of the said Act and other Spanish and European regulations in force at any given time.

Vipnet360/MSB also complies with Spanish and European legislation concerning information society services. Pursuant to Spanish Act 34/2002, of 11 July, on Information Society Services and E-commerce, your consent will be requested in order to process your email for commercial purposes at any time.

Likewise, Vipnet360/MSB seeks to ensure the correct use and processing of Users' personal data. Therefore, Vipnet360/MSB will inform Users of the existence and acceptance of the specific terms and conditions of the processing of their data, in each case. They will also inform Users of the identity and address of the controller of the file created, of the possibility to exercise their rights of access, rectification, cancellation and opposition, of the purpose of the processing and of data disclosures made to third parties, if applicable.

In order to exercise your rights of access, rectification, cancellation or opposition, you must send an email to Vipnet360/MSB info@vipnet360.com from the email address you used to sign up, certifying your identity and specifying the right you want to exercise. Vipnet360/MSB reserves the right to request proof of your identity.

6. Intellectual and Industrial Property

The app, Website, logos, brands, trademarks or any other distinctive signs are either owned by Vipnet360/MSB or Vipnet360/MSB holds the corresponding use, reproduction, distribution or public disclosure licences.

According to the provisions in articles 8 and 32.1, paragraph two, of Spanish Act on Intellectual Property, the public reproduction, distribution and disclosure, including the provision, of all or part of the content of this Website for commercial purposes are expressly forbidden, regardless of the device or technical means used, without Vipnet360/MSB's consent.

Users undertake to comply with the Intellectual and Industrial Property rights held by Vipnet360/MSB. Users may display the elements of the Website and print, copy and store them on their computer's hard drive or on any other device, only for personal and private use.

7. Service Availability

We do not guarantee that our Services will be available or error-free at all times or at any given moment. However, our Services shall comply with all legal requirements. We may partially or completely modify or update our Services, without prior notice, for technical reasons (such as technical or Internet difficulties we may experience) or to allow us to improve user experience.

We shall not be held liable legally or otherwise for not complying with or delaying any of our obligations if the cause is beyond our reasonable control.

Access to the app/Website may be temporarily unavailable due to maintenance, updates, improvements or repairs.

8. Security

Vipnet360/MSB shall not be held liable for any security errors which may occur due to using computers which have been infected with viruses or for any consequences which may result from a malfunctioning browser or from using outdated versions of browsers. In this regard, we recommend that you use updated virus scanners and the latest versions of browsers.

9. Limitation of Liability

To the fullest extent permitted by the applicable legislation, Vipnet360/MSB, their affiliates, directors or employees shall not be held liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including, among others, damages caused by the loss of profit, damages or any other losses resulting from the use of this Service or from the impossibility to use it.

Under no circumstances shall Vipnet360/MSB be held liable for any damages or losses arising from the hacking, tampering or any other unauthorised access or use of the Service or your account or the information included therein.

To the fullest extent permitted by the law in force, Vipnet360/MSB shall not be held liable for:

- (i) any mistake or inaccuracy in Users' content;
- (ii) personal injuries or property damages of any kind resulting from the access and use you make of our Service;
- (iii) any unauthorised access or use of our secure servers concerning personal information stored therein;
- (iv) any Service disruption or termination;
- (v) any error, virus, Trojan or any other type of malicious codes which our Service may transfer as a result of any third-party interference;
- (vi) any error or omission in any content or for any loss or damages caused as a result of using any content published, sent via email, transferred or otherwise made available through the Service;
- (vii) the content uploaded by Users which may involve a defamatory, offensive or illegal behaviour.

This limitation of liability shall be applied if the alleged liability arises under contract, tort, negligence, strict liability or otherwise, even if Vipnet360 was warned of the possibility of such damages. This limitation of liability will be applied to the fullest extent permitted by law in the corresponding jurisdiction.

The Service is controlled and operated from Vipnet360's facilities in Spain. Vipnet360/MSB shall not be held liable for the Service being provided correctly or being available for other locations. Those who access or use the Service from other jurisdictions do so on their own initiative and shall be fully responsible for complying with local legislation. Unless expressly indicated otherwise, all materials included in the Service are only aimed at individuals, companies or other entities located in Spain.

10. Connection to Third-party Social Networks

Any personal information we may obtain during the sign up process may also be subject to the policy of any social network to which you accept to connect our Services. By accepting our Services and their interaction with a social network, you allow us to use your email address and any other personal information which that social network may share with us and which may allow us to personally identify you.

When Users connect or link their MSB profile to any third-party social network or platform, they should read the service terms and conditions and the privacy policy of the third-party social network or platform and understand how they use your data and what information they could share with us.

Users can decide the data which third-party social networks or platforms may share with us or prevent our services from interacting with them by adjusting the settings of the third-party supplier. However, if they decide to do so, they may not be able to enjoy all the features of our services.

These social networks and platforms have been both created and are maintained by third parties. Thus, they are not part of Vipnet360/MSB, which has no control over them.

Particularly, access to the Website or the app in Facebook is made by identifying the client through Facebook. The use of the app may involve the processing of the details of your Facebook profile specified below.

In accordance with Facebook's Data Use Policy (accepted by the User during the sign up process on Facebook), MSB will have access to:

- User's Facebook ID
- User's name and surnames on Facebook
- Age group
- Country
- Language

11. Links to other sites

Our Service may include links to other websites. If you click a third-party link, you will be redirected to a third-party website. Featuring links to third-party websites does not involve a transfer or authorisation nor represents our affiliation with that third-party nor implies that we back their privacy or information security policies or practices.

Therefore, we have no control over the said websites, which can store or use their own cookies or other files in your computer, compile data or request Users' personal information.

12. Cookies

Vipnet360/MSB may use cookies to customise and facilitate Users' browsing experience on the Website as far as possible. Cookies are only associated with one anonymous user and their computer. They do not provide any reference that allows the deduction of personal data of the Users.

Users may set up their browser to notify and reject the installation of the cookies sent by Vipnet360/MSB, and still be able to access the content.

Please read our privacy policy to find out more about how we use cookies and other similar technologies.

13. Right to Exclude

Vipnet360/MSB reserves the right to deny or withdraw access to their Website and/or the services offered without prior notice, on their own motion or upon request by a third party, to those who breach these General Terms and Conditions of Use.

14. Privacy Policy

<http://www.vipnet360.com/politica-de-privacidad/>

15. Notice, claim and voluntary unsubscription policy

Users may send their notices, complaints, claims or unsubscription requests to:

Leopoldo Calvo-Sotelo 10, Planta 3ª

28224 Pozuelo de Alarcón (Madrid)

aveloso@vipnet360.com

902 021 386 / 91 799 45 49

16. Governing Law and Jurisdiction

These General Terms and Conditions of Use, the specific terms and conditions and the instructions that may be defined, if applicable, and, in general, the relationship between the Platform and the Users shall be governed by Spanish law and jurisdiction.