

SPOTBROS Service. Terms and Conditions

Effective Date: December 22, 2015

Welcome to SPOTBROS. The following Terms and Conditions are between You and the Spanish company **SPOTBROS TECHNOLOGIES, S.L.** (hereinafter "**SPOTBROS**"). In compliance with the provisions of the Spanish LSSI, SPOTBROS provides You with the following information:

Company name: **SPOTBROS TECHNOLOGIES, S.L**

Registered address: Madrid(Spain), Calle Valverde, Numero 2, Planta 8

e-mail: support@spotbros.com

Tax Identification Code number: B- 95.662.581

Registry data: Madrid Mercantile Registry (Tomo 29872, Folio 146, Hoja M-537523, Secci3n 8)

These Terms constitute the legal agreement which governs Your use of the SPOTBROS Service including (i) www.spotbros.com website, (ii) software on Your mobile device (as defined in the Terms), (iii) SPOTBROS Content (as defined in the Terms), (iv) User Content (as defined in the Terms) and (v) the SPOTBROS application owned and operated by SPOTBROS (hereinafter collectively referred to as the "**SB Service**"). SPOTBROS offers You access to the SB Service subject to acceptance without modification of all of the Terms and Conditions contained herein. Therefore, You must hold the capacity to enter into and be bound by legal contracts according to applicable Law.

These Terms incorporate in Section 6 the Privacy Policy and will include as well any other operating rules, policies and procedures that may be published from time to time as amended from time to time. All these rules, policies and procedures, including the Privacy Policy, are part of and incorporated into these Terms and Conditions (collectively, the "**Terms**") and apply to Your use of the SB Service.

SPOTBROS's Privacy Policy included in Section 6 contains information regarding the way SPOTBROS uses and collects information about You and Your use of the SB Service. SPOTBROS values User's privacy and provides a complete Privacy Policy to comply with applicable Law and to help Users to make an informed decision about whether to use or not use the SB Service. Please read carefully these Terms, specially our Privacy Policy, before accessing or using the SB Service. Unless prohibited by law, by registering or by otherwise accessing or using The SB Service, You agree to be bound by the Terms. **THIS AGREEMENT APPLIES TO ALL USERS OF THE SB SERVICE**, including, but not limited to, users of SPOTBROS website where applicable.

You must be fourteen (14) years of age or older to register for, or use, the SB Service. By registering or using the SB Service, You certify that You are fourteen (14) years of age or older. SPOTBROS demands minors under fourteen (14) not to proceed with the registration.

These Terms constitute the entire agreement between You and SPOTBROS with respect to the SB Service. You may use the SB Service only in compliance with these Terms and all applicable Law, rules and regulations. Any translation of the Terms is done for local requirements and Your better understanding. If there is a dispute between the Spanish and any non-Spanish version, the Spanish version of the Terms will govern.

1. Definitions.

In these Terms the following expressions shall have the following meanings unless the context otherwise requires

Cloud	File storage space
Intellectual Property rights IP rights	Set of exclusive rights protecting the innovative activity behind SPOTBROS new products, new procedures or new designs, and the commercial activity that exclusively identifies SPOTBROS products and services, included but not limited to copyright, trademarks, patents and trade secret.
Linked Sites	Links to third party web sites which may include advertisements and promotions from those third parties
Location information	Any data processed in an electronic communications network, indicating the geographic position of the terminal equipment of a user of a publicly available electronic communications service
Non-Personal Data	Data that does not include direct association with an identified or identifiable individual
Personal Data	Any information relating to an identified or identifiable natural person
SB application	Application developed by SPOTBROS which You may download in Your mobile device. This app enables You to safely communicate with other users.
SB apps	Applications inside the SB application and developed by third parties
SB Content	Graphics, text, images, software, sound files, video, communications and other materials that SPOTBROS provides to You or gives You access to in connection with the SB Service
The SB Service	www.spotbros.com website, software on Your mobile device, SPOTBROS Content, User Content and the SPOTBROS application owned and operated by SPOTBROS

Spot	Public chat groups
SPOTBROS	The company SPOTBROS TECHNOLOGIES, S.L.
Terms and Conditions/ Terms	Rules, policies and procedures, including the Privacy Policy, which governs Your use of the SPOTBROS product
User Content	All information, graphics, text, images, software, sound files, video, communications and other materials that is send or posted to The SB Service by users of The SB Service
You/ User	The individual who accesses or uses The SB Service or the company or organization on whose behalf that person accesses the SB Service.

2. The SB Service.

The SB app is a mobile messaging application developed for Android and for iOS (iPhone OS) that runs through the Internet data plan which You have agreed with your operator or via a WiFi connection. Therefore, the use of the SB app will not entail any additional cost. With the SB app you may keep in touch with friends and interact with other users with whom you share similar interests.

Definition of the main features: Within the SB app the user has the following four main functions:

1. **Spots:** A "Spot" is a public chat group. You can create "spots" or find "spots" created by other users, join them and communicate with other users who have join in.
2. **Conversations with contacts:** You may also chat "one to one" in real time with Your contacts and create groups of private chat with them.
3. **My Cloud:** with "My Cloud", users may store their favorite content or the content discover in different spots.
4. **SB apps:** Applications within the SB Application which are developed by parties other than Spotbros and offer a range of services through instant messaging

In order to use the SB Service You will have to provide SPOTBROS with Your phone number, as well as the phone numbers of those third parties included in the "Contacts" section of your mobile device. In order for SPOTBROS to provide some services (i.e. chats "one to one") You hereby authorize SPOTBROS to use the telephone numbers provided to use the SB Service.

Once duly registered, in the Android version, You will be asked is You want to invite your contacts. With this regard, if You want to send an email to your contacts inviting them to join and install the

SB App, select all or choose those you want to invite, otherwise, press "Cancel". Please note that if you agree sending those invitations, You will send emails to those selected contacts using your mobile data service.

Use of the SB Service requires compatible devices, internet access and a subscription to a wireless mobile data service, which are not included with the SB Service.

Your account. Passwords.

The use of the SB Service is free. Nevertheless, as a condition to use certain aspects of the SB Service, You may be required to register with a user name and password. We recommend You to use "strong" passwords (e.g. those which use a combination of letters and numbers).

If You choose to register, You must provide SPOTBROS with current, truthful, complete and accurate information. You represent and warrant that if You are an individual, You are of legal age to subscribe a binding contract, and that all registration information You submit is accurate and truthful. You will keep Your registration information accurate and up-to-date. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of Your account at the SB Service. If You proceed registering as a legal person, please note that the company shall grant You enough powers to represent the company.

You are responsible for maintaining the security of Your account and the confidentiality of Your password and user name. You understand and agree that if Your user name and password are used in connection with the SB Service, SPOTBROS shall attribute that use to You and You will be responsible for the activities occurred under Your account. In case You suspect of a breach of security, please contact us at support@spotbros.com.

Availability of the SB Service.

The SB Service may not always be available. There may be interruptions or extended downtimes. The SB Service and any feature or part thereof may not be available in all countries.

Your Conduct.

The SB Service contains communication features designed to enable You to communicate with other SB Service users. Your use of the SB Service as permitted is solely for Your personal, non commercial use. You agree to use the SB Service only to post, send and receive messages, material and other content that are appropriate and related to the purpose of the SB Service. You agree that when using the SB Service, You will not engage or attempt to engage in any improper uses.

For example You shall not upload, download, post, submit, link to or otherwise distribute or ease distribution of any Content on or through the SB Service, that:

- infringes any Intellectual Property Rights of any other person or entity (patent, trademark, trade secret, copyright or any other right);
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, pornographic, sexually explicit, offensive, hateful, racially offensive or encourages conducts which may be considered a criminal offence;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (spamming);
- involves commercial activities and/or sales without SPOTBROS's prior written consent;
- contains software viruses or any other computer codes, files, or programs that are designed or

intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment y; or

- impersonates any person or entity, including any employee or representative of SPOTBROS.
- Could damage SPOTBROS, its products, services, directors or employees.

Additionally, You shall not (directly or indirectly):

- i. provide any false personal information to SPOTBROS;
- ii. use a User Name or create any account with the intent to impersonate another person;
- iii. Use another person's phone number without their consent,
- iv. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the SB Service, except to the limited extent applicable laws specifically prohibit such restriction,
- v. modify, translate, or otherwise create derivative works of any part of the Service, or
- vi. copy, rent, lease, distribute, or otherwise transfer any or all of the rights that You receive hereunder.

If You fail to act according these Terms, SPOTBROS reserves the right to change or remove the infringing content, delete, restrict or block access to, or stop providing all or any part of the SB Service. SPOTBROS's failure to act with respect to a breach of these Terms by You does not waive its right to act with respect to subsequent or similar breaches.

3. **Third Party Materials.**

Due to the features of the SB Service, the SB Service may contain, or the Users may publish, links to third party web sites which may include advertisements and promotions from those third parties ("**Linked Sites**"). SPOTBROS neither owns, operates nor controls the Linked Sites, neither the advertisements nor promotions. Therefore, SPOTBROS is not responsible for any Linked Site, advertisement or promotion therein. SPOTBROS provides these links as a convenience. You acknowledge that all Content accessed by You using the Service is at Your own risk. Also, in the course of using the SB Service, You may download to Your device content that is provided by third parties or access services and Linked Sites provided by third parties. If You obtain anything from a third party, directly or indirectly through the SB Service, ("**Third Party Materials**"), You understand that You receive such Third Party Materials from the third party supplier and not from SPOTBROS. Your relationship with respect to Third Party Materials is with the supplier, and not with SPOTBROS. It is Your responsibility to review the privacy policies and terms of use that apply to third party services, Linked Sites and Third Party Materials. You represent and warrant that You will in all cases comply with all applicable third party terms of services and any other obligations You may have with respect to that third party. Any claims You might have with respect to third party services, Linked Sites and Third Party Materials are against the supplier.

4. **USER CONTENT.**

Content may also be sent, submitted or posted to the SB Service by users. "**User Content**" means all information, graphics, text, images, software, sound files, video, communications and other materials that are sent, submitted, or posted to the SB Service by users of the SB Service. SPOTBROS does not represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or communications posted via the SB Service. You understand that some of the information You submit is precisely submitted for the purpose of disclosure. Additionally, You understand that by using the SB Service You may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise

inappropriate. SPOTBROS will not be liable for the User Content sent, submitted, or posted to the SB Service by users of the SB Service. Nevertheless, SPOTBROS will make every effort to detect and take any actions deemed appropriate to prevent misuse of the SB Service.

You hereby grant to other users of the SB Service a non-exclusive license to access Your User Content through the SB Service and to display parts of Your User Content as permitted through certain features of the SB Service (i.e. "spots"). The foregoing licenses terminates once You, SB users or SPOTBROS removes Your User Content from the SB Service. **You retain Your ownership rights in Your User Content. You are solely responsible for all User Content** uploaded, downloaded, posted, transmitted, stored or otherwise made available through Your account. SPOTBROS may not control the User Content posted or transmitted using the SB Service. SPOTBROS does not guarantee the accuracy, integrity or quality of any User Content.

In connection with the User Content You send, post or submit within the SB Service, You represent and warrant that:

- i. You own or have the necessary rights, consents or permissions to submit Your User Content and to authorize SPOTBROS to publish the User Content
- ii. You have the written consent or permission of every identifiable individual person to whom reference is made within the User Content to use its personal data and/or image.

Specifically, you represent and warrant that you are the owner of the rights concerning any work or content shared using the SB Service or that you are duly authorized for its divulgation by virtue of the relevant license, and that said divulgation does not infringe third party rights, that there is no burden therein and that You have its full availability.

Agreeing with these Terms, You understand, represent and warrant that You are only allowed to share works protected by IP rights under the following circumstances:

1. If you are the holder of the content and the IP rights therein
2. If the User Content, shared using the SB Service and protected by IP rights, has been previously divulged by its proprietor within a license which allows third parties to freely divulgate it.

SPOTBROS reserves the right to decide whether User Content is appropriate and complies with these Terms. Although SPOTBROS does not pre-screen the User Content, SPOTBROS reserves the right to remove User Content at any time in case of infringement. Additionally, SPOTBROS does not allow infringement of copyrights or Intellectual Property rights via the SB Service and, therefore, the Company may (i) remove such Content if properly notified or even (ii) terminate a User's access to the SB Service (see Section "Intellectual Property Rights. Infringement Policy").

SPOTBROS does not guarantee the security or availability of any User Content transmitted or stored using the SB Service. **The Content You send, post or submit will or may be able to be seen either by your contacts (i.e. via chats "one to one") or by other users of the SB Service (i.e. via "Spots"). SPOTBROS encourages You not to post or share sensitive personal information.** SPOTBROS will not be liable for any User Content.

Additionally we inform You that SPOTBROS removes/deletes User Content within thirty (30) calendar days after the material is sent, submitted or posted to the SB Service by Users.

Intellectual Property rights. Infringement Policy.

If You believe that Users Content residing on or accessible through the SB Service infringes Your IP rights, please send a notice to support@spotbros.com of the relevant infringement containing the following information (i) a physical or electronic signature of the owner of the IP right or its representative; (ii) identification of the IP rights, works or materials being infringed; (iii) identification of the Users Content that is claimed to be infringing, (iv) address, telephone number and e-mail address of the person who notifies the IP right's infringement. SPOTBROS will revert to You as soon as possible and shall remove the infringing User Content and/or terminate User's access to the SB Service. SPOTBROS will also notify the user whose User Content is claimed to be infringing and he or she may file a counter-notice.

Feedback.

You agree that, if You submit suggestions for improving the SB Service, You assign to SPOTBROS all right, title and interest throughout the world in the Feedback without the right to any compensation or royalties from SPOTBROS.

5. SPOTBROS Content.

"**SPOTBROS Content**" means all information, graphics, text, images, software, sound files, video, communications and other materials that SPOTBROS provides to You or gives You access to in connection with the SB Service. SPOTBROS owns all legal rights to the SB Service, SPOTBROS Content (including the design of the SB Service) and any software (including updates and upgrades thereto) provided to You as part of or in connection with the SB Service (the "**Software**"), including all intellectual property and other proprietary rights that exist therein. SPOTBROS grants You a personal, non-exclusive, nontransferable, limited license to install and use the Software as provided to You by SPOTBROS as part of the SB Service and in accordance with these Terms. SPOTBROS may from time to time send You updates to the Software which might be automatically downloaded and installed to Your device. These updates may include bug fixes, feature enhancements, improvements, or new versions of the Software. You hereby agree that SPOTBROS may automatically deliver these updates to You.

6. Privacy Policy

SPOTBROS neither uses personal information nor discloses it to third parties except in accordance with its Privacy Policy.

Please read carefully this Section before installing and/or using the Sb Service. By using (implied consent only applicable according to Law) and/or accepting these Terms (express consent), You agree that SPOTBROS, complying with its Privacy Policy, may collect, process and/or disclose information related to You in order to operate and provide the SB Service.

The users of the SB Services, including but not limited to the users of www.spotbros.com website and the users of the SPOTBROS application owned and operated by SPOTBROS, are hereby informed that the personal data provided via registering in the website or using the SB Services will be processed and incorporated into filing systems. The data controller is the entity **SPOTBROS TECHNOLOGIES, S.L.** (hereinafter "**SPOTBROS**"), a Spanish company with legal domicile in Madrid (Spain), Ramón Crespo 5 C.

Data collected.

SPOTBROS collects Your information when You choose to submit information about You in the website www.spotbros.com, when You submit it to SPOTBROS through any of the means made available to You to contact the entity (eg, email), as well as when You registry, sign up and use the SB Service.

The **Personal Data** collected may include data such as Your name, e-mail address, mobile phone, email address, account information (.i.e. user name and password), as well as information You share about Your contacts (e.g. contacts' name and mobile). Additionally by using the SB Service, You may transmit and store other personal data (e.g. photographs and the contents of any messages You send and receive using the SB Service).

Additionally, SPOTBROS collects automatically **Non Personal Data** which is anonymously used, such as gender, language, location and time zone and information about customer activities on the Service. This information may allow SPOTBROS to improve its services, products. If Non Personal Data is combined with Personal Data the combined information will be treated as Personal Data for as long as it remains combined. Nevertheless, this information will [essentially] be collected, disclosed and processed anonymously so that the person whom it makes reference to will never be identifiable.

Moreover, as indicated in paragraph 4 of these Terms, please note that **SPOTBROS**, in its commitment to safeguarding the privacy of the data and information shared by its Users, **removes/deletes User Content within thirty (30) calendar days after the material is sent, submitted or otherwise posted to the SB Service by Users.**

Purposes of the processing of data.

SPOTBROS uses the Personal Data collected to enable the features You are using, to operate, to develop and improve the SB Service, to carry out the transactions You have requested or authorized, to keep You informed of SPOTBROS's latest products, software updates and services, to provide You with effective customer service and as otherwise described in these Terms.

Additionally, SPOTBROS may use Your Personal Data to communicate with You by ordinary or electronic means. SPOTBROS may send communications such as welcome emails, information on technical service issues, and security announcements or communications about changes to our Terms. SPOTBROS may also occasionally send You product surveys or promotional mailings to inform You about other products or services available from SPOTBROS that we may consider of possible interest to You.

Sharing Personal Information.

SPOTBROS will not use or disclose Personal Data for purposes other than those for which it was collected, except with Your consent or as required or permitted by law. Consent may be express or implied, and given in writing, by using or not using a check-off box, electronically, or implied because of Your conduct (e.g. by using the SB Service after being notified of a change of these Terms).

Security measures.

SPOTBROS is committed to protecting the security of Your personal data. SPOTBROS guarantees the security of Your data having adopted the levels of security required in the legislation currently in force. SPOTBROS has implemented the technical and organizational measures necessary to avoid loss, inappropriate use, alteration and unauthorized access.

User rights.

Users may exercise at any moment the rights of access, rectification, cancellation and, if appropriate, objection, in relation to their personal data, by means of a communication addressed to SPOTBROS support@spotbros.com, attaching a copy of their National Identity Documents.

7. MY CLOUD

Within "My Cloud" Users may store and synchronize their favorite content (videos, images, etc.) Content

may be deleted every 6 months if it hasn't been used in that period.

User acknowledges and agrees that "My Cloud" Service is granted by SPOTBROS. If the User cancels his/her account or withdraws the SB Service, User will not have access to "My Cloud" Service.

"My Cloud Service" is provided by AMAZON WEB SERVICES Inc (hereinafter, AMAZON) and your information and data is stored in Dublin (Ireland).

AMAZON's AWS platform is a technology platform safe and durable with recognized certifications and audits in the sector: PCI DSS Level 1, ISO 27001, FISMA Moderate, HIPAA and SSAE 16. Their services and data centers have multiple layers of physical and operational security to ensure the integrity and security of your data.

User hereby commits to use "My Cloud" Service complying with the general Terms which apply to the SB Service. Additionally, You agree that the use of the Service is at your own sole and exclusive responsibility

SPOTBROS will not be held responsible for any loss or damage, direct or indirect, including damage for loss or damage of information, or for delays, interruptions and defects that may arise from the use of the Service "My Cloud" and nor of viruses or storage system failures provided by AMAZON.

You acknowledge and agree that SPOTBROS is beyond the control, management and storage system provided by AMAZON. SPOTBROS cannot and does not guarantee uninterrupted access, availability and / or continuity of this Service.

Spotbros reserves the right to terminate or temporarily discontinue the Service "My Cloud".

8. Intellectual property.

Except for User Content, Linked Sites and **Third Party Materials**, SPOTBROS and/or its suppliers own the title, copyright and other Intellectual Property rights in the SB Service, SB application, SPOTBROS Content, Feedback and Software (including any software updates and upgrades that You may download via the SB Service). Intellectual Property Laws and treaties protect any software and content provided using the SB Service. The SPOTBROS logo and/or other SPOTBROS product names are trademarks of SPOTBROS TECHNOLOGIES S.L.

9. Notices.

All notices under these Terms will be in writing. SPOTBROS may give You notices by posting a notice on the SB Service or by sending it to any email that You provide to SPOTBROS. You agree to keep Your email current and to check for notices posted on SPOTBROS website (www.spotbros.com).

10. Force Majeure.

SPOTBROS will not be liable for any delay or failure to fulfill any obligation hereunder if such delay or failure is due to circumstances beyond SPOTBROS's reasonable control.

11. Warranty disclaimer.

The SB Service, including updates and upgrades for the Software, are provided "AS IS," "WITH ALL FAULTS" and "AS AVAILABLE," and the entire risk as to satisfactory quality, performance, availability, security, accuracy and effort is with You to the fullest extent permitted by applicable law. SPOTBROS makes no warranty that (i) the SB Service will meet Your requirements; (ii) the SB Service will be provided on an uninterrupted, timely, secure or error-free basis; (iii) any information obtained by You, including location data, using the the SB Service will be accurate or reliable; or (iv) any defects or errors in the Software provided to You as part of the SB Service will be corrected. SPOTBROS does not control Your wireless carrier, and no warranty is made as to coverage, availability or services provided by Your wireless carrier. SPOTBROS does not represent or warrant that the SB Service or any feature or part thereof is available or appropriate for use in any particular location. You are responsible for compliance with all applicable laws in connection with Your access and use of the SB Service.

You acknowledge that SPOTBROS has no control over, and no duty to take any action regarding which users access the SB Service; what Content You access via the SB Service; what effects the Content may have on You; how You may interpret or use the Content; or what actions You may take as a result of having been exposed to the Content.

12. Limitation of Liability.

You acknowledge that SPOTBROS shall not be liable for User Content or the inappropriate conduct of any third party.

SPOTBROS makes no representation that the SB Service is appropriate or available for use in locations outside Spain. If You access or use the SB Service from other jurisdictions, You are responsible for compliance with Your local Law

Nothing in this section will be interpreted as purporting to exclude liability which cannot under prevailing legislation be excluded.

13. Indemnity.

You will defend, indemnify and hold SPOTBROS, its directors, employees, and partners, harmless from all liabilities, claims, and expenses relating to or arising from (a) any User Content submitted, posted, transmitted or otherwise made available under Your account using the SB Service; (b) any violation by You of the Terms; and (c) Your violation of any third party rights. This indemnification will survive the termination or expiration of the Terms and Your use of the SB Service.

14. Changes to the Terms.

SPOTBROS might change the Terms. If the change is material, SPOTBROS will notify You via a pop up window in your mobile device, an update of the website www.spotbros.com or sending You an email to the email associated to Your account. The most current version will always be available at www.spotbros.com. The updated version will be effective upon the date of posting unless otherwise indicated in the updated Terms. Your acceptance of the Terms by clicking a box (if one is made available to You), or Your continued use of the SB Service after the updated version of the Terms becomes effective, constitutes Your binding acceptance of the updated version of the Terms. If You do not agree to any updated version, You must immediately terminate Your registration and/or discontinue Your use of the SB Service. SPOTBROS encourages visitors to frequently check this page for changes.

15. Assignment of the Terms.

These Terms are personal to You and You may not assign the Terms or assign, transfer or sublicense Your rights, if any, in the SB Service except with SPOTBROS's prior written consent.

16. Severability.

If a provision of these Terms is held to be illegal, invalid or otherwise unenforceable in any jurisdiction, that shall not affect neither (i) the validity or enforceability in that jurisdiction of any other provision of these Terms; nor (ii) the validity or enforceability in other jurisdictions of that or any other provision of these Terms.

17. Termination.

You may terminate your relationship with SPOTBROS at any time by uninstalling the SB app from your mobile device. SPOTBROS may suspend or terminate Your access to all or any part of the SB Service at any time if it believes You have violated the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination.

17. Applicable Law and Forum.

These Terms are governed by Spanish Law. For the settlement of any disputes that may arise in connection with their total or partial validity, execution, compliance or resolution, the venue corresponds to the jurisdiction of the Courts and Tribunals of of Madrid, except in those cases where the Courts competent are the Courts where the User has its legal domicile..