



GENERAL TERMS AND CONDITIONS OF THE WEBSITE

1. TITULARITY

1.1. The ownership of the website www.gopopup.com (hereinafter the WEBSITE) belongs to the company Pop Corner Network S.L. (hereinafter GO—POPUP) established at Carrer Pamplona, 88-90, Principal 1^a, CP 08018 in Barcelona (Spain) with Tax Identification Number ESB65735136. The data of the Mercantile Registry of Barcelona of the company Pop Corner Network, S.L. are the following: Volume 43027, Folio 78, Sheet B-418398, Inscription 1.

1.2. Contact details: Telephone 93 543 64 78 - e-mail: help@gopopup.com.

2. OBJECT

2.1. These Terms and Conditions regulate the relationship between GO—POPUP and users accessing the Website (hereinafter USERS) and natural or legal persons who accept a Service Proposal based on the General Conditions and, where appropriate, their Particular Conditions of Contract (hereinafter CUSTOMERS).

2.2. The following General Terms and Conditions govern the contractual relations between GO—POPUP (Pop Corner Network, S.L.) and its customers. These General Terms and Conditions will be extended or complemented by clauses of Particular Conditions when between GO—POPUP and its clients it is

agreed in specific projects. In these General Terms and Conditions we include three sections that will apply depending on the type of relationship that is established:

1. **GENERAL TERMS AND CONDITIONS OF THE WEBSITE:** Regulates access, use and registration to the GO—POPUP website.

2. **GENERAL CONDITIONS OF CONTRACTING PROFESSIONAL SERVICES:** Regulate the hiring and execution of projects that involve consulting or professional services provided by GO—POPUP or its collaborators.

3. **GENERAL CONDITIONS FOR CONTRACTING SPACE MANAGEMENT SERVICES:** Regulates the contracting and management of space rental transactions through the GO—POPUP platform, either in self-service mode or assisted by GO—POPUP agents".

2.3. Therefore, we ask you to read them carefully and we make them available so that you can access them, consult them, download them or print them whenever you want.

3. ACCESS TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS

3.1. The use of the WEBSITE by USERS and CUSTOMERS implies full and unreserved acceptance of each and every one of the provisions included in this document in the version published by GO—POPUP (hereinafter "general conditions of use and contracting") at the time each of them access the WEBSITE and, where appropriate, contract the services of GO—POPUP.

3.2. Consequently, USERS and CUSTOMERS must carefully read these terms and conditions and privacy policy each time they intend to use the WEBSITE, as they may be modified. Likewise, the particular conditions of contracting that, in their case, the CLIENTS subscribe, which will be in any case of preferential application on the general conditions, will be of application.

3.3. In the event that a natural person or legal entity does not agree with any of the conditions contained in this agreement, they must refrain from continuing to use and hire the products and services offered by GO—POPUP, since mere browsing the WEB SITE is subject to the conditions contained in this document.

4. REQUIRED AGE

4.1. The Service is intended for use by persons over the age of 18 and/or having sufficient legal capacity to contract. Please do not complete the registration process or use the Services if you are a minor.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

5.1. All the contents of the Website are the intellectual or industrial property of GO—POPUP, are duly licensed in its favour or has sufficient right to use them. These contents include, but are not limited to, the texts, images, graphics, icons, technology, links and other audiovisual or sound content, as well as the graphic design and source code of the WEB SITE.

5.2. In particular, GO—POPUP is the owner of all rights to the GO—POPUP trademark, and its use is therefore expressly prohibited.

5.3. In order to exploit, reproduce, distribute, publicly communicate or transform the contents of the Website, the user must obtain prior written authorisation from GO—POPUP.

5.4. The Parties may use the distinctive signs of the other Party only in the context of providing the Services contracted by the CLIENT to GO—POPUP. In particular, GO—POPUP authorises the CUSTOMER to use its distinctive signs to identify it as a supplier or legal representative and the CUSTOMER authorises GO—POPUP to use its distinctive signs as a CUSTOMER and in case of success, always respecting the confidentiality and content of its Services.

5.5. GO—POPUP undertakes to maintain professional secrecy and not to publish, transfer or communicate to third parties the information obtained from the CLIENT in connection with the provision of its Services, unless such information is in the public domain for reasons other than the action of GO—POPUP, should be used in legal proceedings or has the approval of the CLIENT to disclose.

6. DATA PROTECTION

6.1. Personal data relating to Users will be treated on the legal basis of consent when contacting the Responsible through the various channels of communication at their disposal. Where applicable, the data of Clients who contract GO—POPUP services will be processed on the basis of maintaining and executing the existing contractual relationship between them and for the duration of the same. Interested parties may at any time exercise their rights of access, rectification, deletion, limitation and opposition to processing, in accordance with the provisions of data protection legislation, by contacting the contact details of the Data Controller. They may also apply to the supervisory authority to claim these rights. For the appropriate purposes, it is informed that personal data may be accessed by technology service providers or other service providers, as such access is necessary for the provision of certain services, although such providers will not process the data for their own purposes.

If the signatory on behalf of a client wants more information on the processing of their data, you can access our Privacy Policy (<https://www.gopopup.com/en/page/privacy-policy/>).

7. REGISTRATION OF CONDITIONS AND THIRD OF CONFIDENCE

7.1. The Parties accept that the General Conditions applicable to their contractual relationship shall be those published at all times on the website <https://www.gopopup.com/en/page/terms-and-conditions/>.

7.2. In order to guarantee the traceability of the different versions of these terms and conditions, GO—POPUP may commission a third party, alien to the relationship with USERS and CUSTOMERS, to register and control versions of these terms and conditions, in which case, all parties recognize as the only authentic version of these terms and conditions applicable to a given date that is registered in the register of a third party.

7.3. In the event that the Parties use the Services of a third party to subscribe to the Service Proposal, said supplier shall be considered a trusted third party for the purposes of depositing the contents of the Particular Conditions. If such provider ceases to provide its Services, the Parties grant the General Conditions deposited by GO—POPUP the status of authentic.

8. GENERAL OBLIGATIONS OF USERS AND RESPONSIBILITIES OF GO—POPUP

8.1. USERS agree to use the WEBSITE for authorized purposes and within the law. Any fraudulent or malicious use of the Site may result in appropriate civil and criminal prosecution.

8.2. GO—POPUP is not responsible for the availability of the WEBSITE for use by registered or unregistered USERS; likewise, the Company does not accept any liability for damages arising from the use of the Web site or the Platform or its communication mechanisms, except in cases of gross negligence or fault.

8.3. The USERS are solely responsible for the truthfulness and accuracy of the data provided to GO—POPUP and the other USERS or parties involved; GO—POPUP, if any, may immediately suspend or cancel the account of the USER in case it has doubts about the truthfulness or updating of the data provided by it.

8.4. The USER may not publish on the WEBSITE any data or information other than that strictly requested by GO—POPUP; in particular, the USER shall refrain from publishing contact information through such fields.

8.5. Where applicable, USERS are solely responsible for updating their profile data when such data provided change or need to be updated; GO—POPUP will not carry out any ex officio review or update.

8.6. USERS may not make communications on behalf of GO—POPUP without the express consent of the Company.

9. APPLICABLE LAW AND JURISDICTION

9.1. These Terms of Use, General and Specific Conditions which, where appropriate, are subscribed between GO—POPUP and its CLIENTS shall be governed by Spanish law, which shall apply to the provisions of these Terms and Conditions in terms of interpretation, validity and implementation.

9.2. In the event of any discrepancy between the English version and any of the other language versions of these Terms and Conditions, the English version shall prevail.

9.3. In the event of any discrepancy or claim between the parties relating to the performance or content of these Terms and Conditions, the parties shall negotiate in good faith to attempt to resolve such discrepancy or claim within one month from the date on which either party formally notifies the other of the discrepancy or notifies the claim.

9.4. However, in the event that the discrepancy or claim is not resolved within the maximum period indicated and only in cases where the law provides for the possibility of the parties to submit to a jurisdiction, GO—POPUP and the Client, expressly waiving any jurisdiction that may correspond, submit the decision of the matter raised to the Courts and Tribunals of the city of BARCELONA.

9.5. Also, as an entity adhered to CONFIANZA ONLINE and under the terms of its Code of Ethics, in case of disputes relating to recruitment and online advertising, data protection and protection of minors, the user may resort to the system of extrajudicial resolution of disputes CONFIANZA ONLINE (www.confianzaonline.es).

For any information you can contact us at help@gopopup.com.

GENERAL CONDITIONS FOR THE HIRING OF PROFESSIONAL SERVICES

1. OBJECT

1.1. The present general contracting conditions ("General Conditions") constitute the regulatory framework for the services ("Services") provided by POP CORNER NETWORK S.L. ("GO—POPUP") to its clients, as a complement to the particular conditions ("Particular Conditions") that must be signed for the rendering of Services by GO—POPUP. Both documents, General Conditions and Particular Conditions, together constitute the proposal for professional services signed by the client and GO—POPUP (hereinafter, the "Proposal").

1.2. In everything that the Particular Conditions contradict, limit or modify what is established in these General Conditions, what has been agreed in the former will be applicable.

1.3. The acceptance of the Particular Conditions that refer to these General Conditions is equivalent to the knowledge and approval of the same.

1.4. A client of GO—POPUP (hereinafter referred to as "Client") shall be considered a natural or legal person who accepts a Service Proposal based on its General Conditions and Particular Conditions.

1.5. Hereinafter, GO—POPUP and the Customer shall be collectively referred to as the "Parties" and individually and indistinctly as the "Party".

2. LEGAL FRAMEWORK

2.1. The provision of legal services by GO—POPUP is subject to the provisions of the legal system in force in Spain at any given time.

2.2. GO—POPUP is a company specialized in marketing and sales campaigns using ephemeral spaces and carrying out project management and consultancy for brands and agencies.

3. COMMUNICATIONS AND LANGUAGES

3.1. The Parties undertake to maintain their communications in writing, through e-mail, messaging or other channels that allow them to record them.

3.2. If, for reasons of urgency, the Parties decide to communicate by other means, they shall provide a written record of the agreement for appropriate purposes.

3.3. The Client will be solely responsible for updating their personal data, contact and billing, necessary for the proper provision of the Services GO—POPUP, who will fulfill their obligations of communication by sending the information to the last address provided in writing by the Client.

3.4. The communications between the Parties, as well as the materials, writings and deliverables requested by the Client, will be written in English, German or Spanish, depending on the place where the service is provided. At the Client's written request and BEFORE commencement of the provision of the Services, GO—POPUP may translate these materials into another of the languages spoken by its team.

4. FORM AND CONDITIONS OF PAYMENT

The economic conditions of the contracted services will be those established in the Proposal signed by the Parties. However, these General Conditions establish the general regulatory framework for the provision of services.

4.1. The default payment method for the Services contracted to GO—POPUP, by the Customer is the direct debit to the account designated by him, which will require the acceptance of the corresponding SEPA mandate or form at all times.

4.2. In the event that the Parties agree on a different form of payment, this must be expressly indicated in the Particular Conditions and be accepted by GO—POPUP, who will issue their invoices in accordance with the method of payment established with the Client.

4.3. Where applicable, the delay in the payment of invoices issued by GO—POPUP shall accrue to GO—POPUP compensation equivalent to the result of applying the legal interest of the money plus two points (+2) on the amount due. The accrual of this compensation, which shall be considered a penalty clause, shall commence on the day following the due date of payment, without the need for any further request by GO—POPUP.

4.4. In the event of non-payment, GO—POPUP may unilaterally suspend the provision of its Services until the date on which it receives the amount due. In no event shall GO—POPUP be liable to the Client for damages suffered by the Client as a result of the suspension or cancellation of its Services, for this reason.

4.5. The contracting of certain GO—POPUP Services may involve the payment of a provision of funds equivalent to at least FIFTY percent (50%) of the final price. The rest of the price will be invoiced by GO—POPUP and will be paid by the Customer, month by month, depending on the work carried out by GO—POPUP.

4.6. The contracting of Services whose price is less than THOUSAND EUROS (1,000€), of preconfigured packages of Services or hourly exchanges with a fixed price agreed by the Parties, will entail the advance payment of the price, so GO—POPUP may suspend the start of its provision until the date it receives such payment.

4.7. The contracting of monthly instalments (also known as fees or retainers) will entail the direct debiting of the price agreed by the Parties in advance; as an example, GO—POPUP will direct debit the payment of the monthly instalment during the FIVE (5) first days of the corresponding month. Failure to make or refund this payment will result in suspension of the Services in accordance with this clause.

4.8. The price of the monthly instalments includes the proportional distribution of the total expected costs associated with the provision of the Services, during the minimum period of permanence established in the Particular Conditions. Consequently, the Customer may not unilaterally terminate the service before the end of the term of stay. In the event that, once accepted the Special Conditions of the monthly fee, the Customer does not wish to continue using the Services GO—POPUP must pay the monthly fees during the period of stay.

4.9. The Parties undertake to adapt in good faith the fees and dedication of GO—POPUP to the work requested by the Client, according to the real needs of such work. GO—POPUP shall approve during the first fifteen days of each calendar year the tariffs applicable to its Services during that year.

4.10. In the event that the Customer does not submit a complaint or claim regarding the content of the Services provided by GO—POPUP during the TEN (10) days following the date of delivery, will be considered accepted for all purposes and completed the provision of contracted Services, with effect on the date of delivery. Any subsequent modification, extension or correction must be the subject of an additional Service Proposal and the corresponding provision of funds, if any.

4.11. If nothing to the contrary is indicated, the prices and tariffs indicated in the Particular Conditions do not include taxes, fees, expenses, tariffs, third party fees or any other concept other than the provision of the Services stated. In that case, the invoices issued by GO—POPUP and the payments made by the Customer will be increased by the corresponding amounts.

4.12. GO—POPUP will propose to the Client the necessary expenses for the correct provision of its Services, for their approval and advancement. Except in case of express agreement, GO—POPUP will not incur expenses on behalf of the Customer, if they have not been previously paid in full by the Customer.

5. GO—POPUP RESPONSIBILITIES

5.1. Where applicable, the professional liability of GO—POPUP arising from the execution of work commissioned by the Customer, shall be limited to the amount received from him for the work generating such liability during the immediately preceding twelve (12) months. In no event shall GO—POPUP be liable or responsible to the Customer for an amount greater than that described in the preceding paragraph.

6. PROCESSING OF PERSONAL DATA IN THE CAPACITY OF DATA PROCESSOR BY GO—POPUP

The purpose of this clause ("Clause") is to regulate the relationship between GO—POPUP (hereinafter the "Data Controller" or "Controller") and the CUSTOMER (hereinafter the "Data Processor" or "Processor"), in relation to the provision of Services by GO—POPUP that involve access to personal data responsibility of the CUSTOMER.

6.1. Purpose of the treatment:

In order to provide the Services effectively, the Data Processor may have access to personal data under the responsibility of the Controller, in particular the following:

- a. Identifying data of the representatives of clients and/or clients of the person in charge.
- b. Identification data of suppliers' representatives of the person in charge.
- c. Identification data of partners, employees and trainees of the person in charge.

The Processor, for the provision of the service, may carry out the following treatments: conservation, consultation, comparison, communication. This enumeration is an example, without prejudice to the fact that the Processor must carry out, for the specific case, additional processing of personal data under the responsibility of the Controller.

6.2. Obligations of the Data Controller.

In addition to complying with any obligations attributed to it throughout this Clause, it is the duty of the Controller to carry out the following tasks:

- a. Comply with all the technical and organisational measures necessary to guarantee the security of the processing, the premises, equipment, systems, programmes and the people involved in the activity of processing the personal data referred to, which are stipulated in the regulations in force and applicable at all times.
- b. Submit to the Processor the data referred to in stipulation 8.1. of this Clause, as well as the necessary instructions to carry out the processing of the data as necessary to provide the Services.
- c. Respond to the rights of individuals affected by the processing, such as the rights of access, rectification, deletion and opposition, limitation to the processing, portability of data and not to be subject to automated individual decisions, with the collaboration of the Controller.
- d. Carry out, where appropriate, an assessment of the impact on the protection of personal data of the processing operations to be carried out by the Processor.
- e. Ensure, prior to and during processing, compliance with applicable regulations on data protection by the Processor.
- f. Supervise processing, including inspections and audits.
- g. Notify the Processor of any variation in the personal data provided, so that it can be updated.

Furthermore, the Controller guarantees that the data that are subject to processing as a consequence of the provision of the Services have been collected in accordance with the obligations stipulated by the GDPR, bearing in mind in particular the need for a legal basis that legitimises the processing, as indicated in article 6 of the GDPR. The Controller shall indemnify the Processor in the event that the latter is sanctioned for a breach of data protection legislation caused by the Controller's negligence in fulfilling his obligations as controller.

6.3. Obligations of the Data Processor.

During the provision of the Services, the Processor shall comply with the following stipulations. The Data Processor:

- a. has sufficient technical capacity to fulfil the obligations arising from this Proposal.
- b. undertakes, in relation to the Services provided, to comply with the requirements of the GDPR and the rest of the applicable regulations on the data protection.
- c. will maintain confidentiality and secret on the personal data to which it has access.
- d. will process and use the personal data to which he/she will have access, only according to the instructions of the Data Processor, and in accordance with the purposes regulated in the Proposal. The Controller shall be considered responsible for the processing in the event that the data is used for other purposes, communicated or used in breach of the stipulations of this Clause, responding to the infractions incurred personally.
- e. shall not communicate to third parties the data to which he has access by virtue of the Services provided, without prejudice to that indicated in stipulation 8.3.15.
- f. shall provide the Data Controller with the necessary information to prove compliance with the obligations established in this agreement.
- g. shall provide assistance as may be required by the Controller for the performance of audits or inspections, carried out by the Data Controller or by another auditor authorised by the Controller. Audits may be conducted periodically, on a planned or "ad hoc" basis, with reasonable notice to the Processor, during the normal working hours.
- h. guarantees that the persons authorised to process personal data have undertaken, expressly and in writing, to comply with the established security measures and to respect the confidentiality of the data. The fulfillment of this obligation must be documented by the Processor and at the disposal of the Controller.
- i. ensures that persons authorized to process personal data under his or her charge have the necessary training on data protection.
- j. shall collaborate in the fulfilment of the duties of the data controller, and shall offer support to the data controller, where appropriate, in carrying out (i) impact assessments relating to the personal data he or she has access to; (ii) prior consultations with the supervisory authority.

k. In the event that considers that compliance with a specific instruction of the Controller may imply non-compliance with data protection regulations, he or she shall immediately inform the Controller. The Processor in this communication will request the Controller to amend, withdraw or confirm the instruction provided and may suspend its compliance pending a decision by the Responsible.

l. will delete or return the personal data to which it has had access and any existing copies, as indicated by the Data Controller at the end of the provision of the Services. In the event that the Controller requests the deletion of data in a specific way that is not customary within the normal activity of the Processor, the costs arising from the deletion of the data in the manner indicated by the Controller shall be borne by the Controller.

The Processor shall be obliged to delete or return:

- a. data included in files under the responsibility of the Controller, available to the Processor as a result of the provision of Services;
- b. data generated by the Processor during the data processing and under responsibility of the Controller;
- c. media on which these data are recorded.

The Data Processor may keep a copy with the data duly blocked, as long as responsibilities may arise from the execution of the provision of the Services.

The Data Processor shall notify the Controller, without undue delay, and in any case before the maximum period of 24 hours, through the email provided by the Data Processor in the Particular Conditions of the Proposal, of any incident, suspected or confirmed, relating to data protection, within its area of responsibility. Among other things, it shall inform the Controller of any processing that may be considered unlawful or unauthorised, any loss, destruction or damage to data and any incident considered a breach of data security. The notification shall be accompanied by all relevant information for the documentation and communication of the occurrence to relevant authorities or affected stakeholders. In this sense, it shall provide the Responsible with, as a minimum, the following information:

- a. Description of the nature of the data security breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;

b. Name and contact details of the data protection officer or other contact point where further information can be obtained;

c. Description of the possible consequences of the breach of data security;

d. Description of the measures taken or proposed to remedy the breach of data security, including, where appropriate, measures taken to mitigate possible negative effects.

The Processor shall also initiate an investigation into the circumstances of the incident, and shall submit a report with observations on the incident to the Controller. The Processor shall cooperate fully with the investigation carried out by the Officer, in turn, by providing the assistance required by the latter for the investigation of the incident.

In addition, the Processor shall assist the Controller in relation to notification obligations under the GDPR (in particular, arts. 33 and 34 GDPR) and any other applicable law, present or future, that modifies or complements these obligations.

Will facilitate the information and/or documentation that the Person in charge requests to him to give answer to the requests of exercise of rights that could receive the Person in charge of the interested parties whose data are treated.

When the affected persons exercise the rights of access, rectification, suppression and opposition, limitation to the processing, portability of the data and not to be the object of automated individual decisions, before the Processor, this one will have to communicate it by e-mail to the address facilitated by the Client or Controller in the Particular Conditions. The communication must be made in such way so it can be dealt with within the established legal deadlines.

May subcontract the Services, always informing the Treatment Controller of the treatments to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact details.

The subcontractor (or "Sub-processor"), who shall also be the processor, shall also be obliged to comply with the obligations imposed on the Processor and the instructions issued by the Controller, as set out in the Proposal. The Processor will regulate the new relationship in a contract signed by the Processor and the Sub Processor, so that the Sub Processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as the Processor, with regard to the adequate

processing of personal data and the guarantee of the rights of the affected persons.

In this regard, the Controller is informed that the Processor receives the services of Google LLC, a company that provides cloud storage and communication services through the Internet, crucial to carry out their daily activities. The services of this company implies that it may have access from the United States to the data processed by the Processor, and it is certified under the Privacy Shield framework, which guarantees that it applies the same data protection standards imposed in the European Union. A contract has been signed with this company in which it assumes the obligations of the Processor.

Shall keep a written record of the categories of processing activities carried out, in accordance with this Clause, specifying:

- a. The name and contact details of the Processor and of each Controller on whose behalf the Processor is acting and, where applicable, of the representative of the Processor or Controller and of the Data Protection Officer;
- b. The categories of processing carried out on behalf of each data controller;
- c. Where appropriate, transfers of personal data to a third country or international organisation, the identification of that third country or international organisation and the documentation of adequate safeguards;
- d. A general description of the technical and organisational security measures relating to:
 - a. Pseudonymization and encryption of personal data;
 - b. The ability to ensure the continued confidentiality, integrity, availability and resilience of treatment systems and services;
 - c. The ability to restore availability and access to personal data quickly in the event of a physical or technical incident;
 - d. The process of regular verification, evaluation, and assessment of the effectiveness of technical and organizational measures to ensure treatment safety.

May only carry out international transfers of personal data to which he/she has access, under the responsibility of the Data Processor, in the event that such

transfers are duly regularised in accordance with articles 45, 46 or 47 of the GDPR.

With regard to technical and organisational security measures, the Data Processor must implement all those that are applicable in accordance with the GDPR (in particular, and without limitation, those foreseen in article 32 of the RGPD) and in any other applicable rules that modify, complement or replace it.

In any case, the Processor must implement mechanisms for:

- a. Ensure the continued confidentiality, integrity, availability and resilience of treatment systems and services;
- b. Restore availability and access to personal data quickly in the event of a physical or technical incident;
- c. To verify, evaluate and evaluate, on a regular basis, the effectiveness of the technical and organisational measures implemented to guarantee the safety of the treatment;
- d. Pseudonymize and encrypt personal data, if necessary.

6.4. Responsibility

The Data Processor shall reimburse the Data Controller the amount of any sanctions imposed by the Spanish Data Protection Agency ("AEPD") or any other competent body for non-compliance with data protection regulations, if these are the result of a wilful or grossly negligent breach of the data protection obligations of the Data Processor. The Controller must immediately inform the Processor of any sanctioning proceedings initiated by the AEPD or any other authority against the Controller for such breaches, so that the Processor can assume its legal defence in coordination with the Controller.

GENERAL CONDITIONS FOR CONTRACTING SPACE MANAGEMENT SERVICES.

1. OBJECT

1.1. The present general contracting conditions ("General Conditions") constitute the regulatory framework for the space management services ("Services") provided by POP CORNER NETWORK S.L. ("GO—POPUP") to its clients, as a complement to the particular conditions ("Particular Conditions") that must be signed for the rendering of Services by GO—POPUP. Both documents, General Conditions and Particular Conditions, together constitute the proposal for professional services signed by the client and GO—POPUP (hereinafter, the "Proposal").

1.2. In everything that the Particular Conditions contradict, limit or modify what is established in these General Conditions, what has been agreed in the former will be applicable.

1.3. The acceptance of the Particular Conditions that refer to these General Conditions is equivalent to the knowledge and approval of the same.

1.4. A client of GO—POPUP (hereinafter referred to as "Client") shall be considered a natural or legal person who accepts a Service Proposal based on its General Conditions and Particular Conditions.

1.5. Hereinafter, GO—POPUP and the Customer shall be collectively referred to as the "Parties" and individually and indistinctly as the "Party".

2. LEGAL FRAMEWORK

2.1. The provision of legal services by GO—POPUP is subject to the provisions of the legal system in force in Spain at any given time.

2.2. GO—POPUP is a company specialized in providing services of search and management of spaces, rental management of premises, shopping centers and containers for shops or events.

3. DEFINITIONS

3.1. For the purposes of these general conditions of contracting space management services, the following definitions shall apply:

- **SPACE**" is any delimited place capable of being ceded between an Owner and a USER for their temporary use.
- **USER**" is any natural or legal person who uses the Web to request or obtain information about spaces or to participate in a Transaction.
- **OWNER**" is the owner of the property rights or the manager of an AREA with the capacity to temporarily cede the use of the same.
- **TRANSACTION**" is each of the operations of cession of spaces signed by an OWNER and a USER who have contacted through the WEBSITE.
- **INSURER**" is the provider of insurance coverage to the TRANSACTION agreed between an OWNER and a USER, in accordance with the conditions established by the same.
- **INSURANCE**" is the contract to cover the liability of the parties that have signed it, in the terms and conditions that, where appropriate, are agreed.
- **MEMBERS**" are both USERS and OWNERS, who will be referred to indistinctly as MEMBERS for the purposes of these conditions.
- **COMPLEMENTS**": offer consisting of additional services of added value, optional or mandatory contracting, provided by the OWNER of a SPACE and related to the transfer of the same to complement or improve the experience of use and / or functionality for the USER.
- **PRODUCT-SOLUTION**": an offer consisting of the assignment of an AREA and a series of additional value-added services provided by GO—POPUP for a specific use thereof.
- **OWNER'S BASIC PRICE**": the net amount the OWNER will receive from GO—POPUP, commissions and applicable taxes excluded.
- **MODALITY OF MANAGEMENT ON REQUEST**": modality of management of reservations not generated directly by GO—POPUP that will apply when the OWNER invites the USER to formalize the reservation and management of an SPACE through the GO—POPUP platform.

4. SERVICE DESCRIPTION

4.1. This Web Site provides a platform that facilitates contact between OWNERS and USERS. GO—POPUP acts as a mere provider of technology services and other value-added products and services, such as, but not limited to, insurance, which, where applicable, will be detailed on the WEBSITE.

4.2. GO—POPUP is not part of the contractual relationship between the OWNER and the USER nor does it have any right of ownership or use over the LOCAL.

5. REGISTER

5.1. In order to use some of the services offered by GO—POPUP, it may be necessary to register on the WEBSITE, providing identifying data, and designating an access name and password. The MEMBER acknowledges and agrees that GO—POPUP may, at any time, add and/or modify features of its programs and services. In particular, it will be necessary to register in order to contract the publication or assignment of an SPACE through the WEBSITE.

5.2. GO—POPUP reserves the right to refuse the registration of any member whose registration has been revoked in the past or those who, for whatever reason, are considered by GO—POPUP as unfit members.

5.3. To carry out the registration, where appropriate, the MEMBER must complete all the information required in the form provided for this purpose on the WEBSITE, after carefully reading the instructions provided for this purpose. By entering their data, the MEMBER declares that all information provided is true, complete, accurate, exhaustive and updated, in case GO—POPUP has doubts about the veracity of the information provided by the USER, may immediately suspend or close your account, at its discretion and without notice.

5.4. The MEMBER must update and/or modify his/her personal information and all data associated with his/her means of payment - if any - as well as the delivery address and contact details. All transactions carried out prior to the update of personal data will be based on the information provided up to that time. GO—POPUP is not responsible for losses, delays, expenses or damages due to its lack of updating.

6. HIGH SPACES AND COMPLEMENTS

6.1. The registration of an SPACE and its RELATED COMPLEMENTS in the WEBSITE can be carried out by an OWNER registered in it or by a professional of the GO—POPUP team, following the OWNER'S instructions. In both cases, the OWNER must verify the image of the SPACE file before its publication.

6.2. The requirements established in clause 5.3 of these conditions will be applicable to the OWNER in relation to the delivery of information and materials associated with each SPACE and, eventually, its COMPLEMENTS.

6.3. When registering an SPACE, the OWNER may include his own particular conditions, such as the obligation to take out an insurance, cleaning or any of the COMPLEMENTS by the USER, in which case the insurance conditions will be automatically included in the agreement to assign the SPACE.

6.4. During the supply of the SPACE registration data and its related COMPLEMENTS or its subsequent modification, the OWNER must break down the price of the SPACE between the OWNER'S BASIC PRICE and applicable taxes, being responsible for the correct application of the regulations in force in this respect. During the process of registration of the SPACE, the WEBSITE will show the commission applicable to the OWNER for the management service and its corresponding VAT, automatically calculating the price of sale to the public that will be published for the knowledge of the USER.

6.5. Once verified the information of the SPACE and its related COMPLEMENTS by the OWNER, GO—POPUP will proceed to its publication, reserving the right to reject any file or SPACE that, by its characteristics, description or the information provided or omitted by the OWNER, was likely to be contrary to law, rules and customs or these Terms and Conditions. In particular, the OWNER may not publish on the WEBSITE data or information other than strictly requested by GO—POPUP, in particular, the OWNER will refrain from publishing contact information through these fields or, by way of example, by publishing your business card or contact through the profile images or product file.

6.6. The offer of COMPLEMENTS by the OWNER of a SPACE must be made explicitly by selecting the corresponding option from the SPACE file and adding, where appropriate, the descriptive information requested, including, but not limited to, name, description, price, number of minimum and maximum contractable units, the obligation to contract, photographs and additional files;

Otherwise, GO—POPUP understands that the OWNER authorizes GO—POPUP to offer its own complementary services through its PRODUCT-SOLUTION, doing everything possible to ensure, in any case, compliance with the particular conditions established by the OWNER for the aforementioned SPACE.

7. BOOKING PROCESS

7.1. The process of booking an SPACE through the WEBSITE will consist of several steps, among which we highlight the following:

a. Search for spaces: This functionality allows USERS to obtain information about the spaces at the date intervals they require them; it is not necessary to be a registered MEMBER to access the space catalogue, although the WEBSITE may reserve some information for REGISTERED USERS.

b. Dialogue between OWNERS and USERS: Through this option, the WEBSITE will allow communication between OWNERS and USERS to detail or modify particular conditions or limitations of each SPACE and its RELATED COMPLEMENTS. GO—POPUP, as the provider of this functionality and creator of the WEBSITE, reserves the right to limit or monitor conversations between the OWNER and the USER to ensure proper compliance with the rights and obligations of each party.

c. Space Reservation Request: This feature allows the USER to request the blocking of the selected SPACE for a limited period of time. The request to reserve space may be subject to payment of a price, which will be reported in due course on the WEBSITE. The sending of the reservation request is not the same as contracting or blocking the SPACE, but said request may be accepted or denied by the OWNER, in accordance with the availability of the property or other circumstances that prevent the perfection of the reservation operation.

d. Reservation of spaces: Equivalent to the acceptance of the Reserve, by the OWNER, in the particular conditions indicated by him and for the period requested by the USER. Together with the reservation of the SPACE, the USER will be able to select COMPLEMENTS offered by the OWNER. The reservation of the SPACE and its possible COMPLEMENTS is considered a unitary action, which will result in a single TRANSACTION, so that any management related to the Reservation (including the subsequent steps of the reservation process, such as the generation of the agreement, acceptance and payment, confirmation and any subsequent after-sales management) will be carried out in

an aggregate manner. The OWNER must respond to requests for reservation within the period established by GO—POPUP. The breach of the obligation to respond within the period indicated will be equivalent to the denial of the request, which will be communicated by GO—POPUP to the USER.

e. Additional Services: In some cases, GO—POPUP will offer additional services framed within a particular PRODUCT-SOLUTION. Before the Acceptance of the Agreement, the USER will be able to select by means of the reservation form those additional services that are of his interest. By way of a non-limitative example, we indicate services such as catering, musical ambience, artistic performances, technology services, customer service personnel or others. The availability and conditions of these services may vary over time.

f. Generation of the agreement: Once the request for Reservation has been accepted by the OWNER, the WEBSITE will show all the relevant data of the Reservation for the Assignment of the SPACE, which will be included in the corresponding invoices. Such invoices together with these Terms and Conditions are the binding legal commitment for OWNER and USER in relation to the Assignment of the SPACE. In case the OWNER wishes to complement this commitment with other documents, contracts or particular conditions, the WEBSITE will facilitate the exchange and signature of these documents.

g. Acceptance and payment: To complete the contracting process, the USER must accept the transfer agreement shown by the WEBSITE, and carry out payment through the virtual POS or any other means of payment available at all times.

h. Confirmation: Once the agreement has been confirmed and the payment received, GO—POPUP will notify both parties, along with the legally required documentation at all times.

8. PAYMENT BY THE USER

The Economic Conditions of the service will be agreed in the Service Proposal. However, this document sets out the regulatory framework for the provision of the service. In this sense, the USER will remunerate GO—POPUP for the intermediation services according to the following criteria:

8.1. The USER shall pay the price of the TRANSACTION to the OWNER in full through the means of payment established by GO—POPUP through the WEBSITE. This price shall include all concepts associated with the

TRANSACTION, such as, but not limited to, the price of the assignment of the SPACE, the price of the insurance - where applicable - and the VAT and other applicable taxes.

8.2. Furthermore, the USER shall pay GO—POPUP the price of its services or those of its collaborators (including management costs and additional services of the PRODUCTS-SOLUTION), in accordance with the amounts that will be published on the WEBSITE in each TRANSACTION.

8.3. GO—POPUP will be responsible for transferring to the OWNER the price obtained by the USER, in the conditions agreed with it.

8.4. GO—POPUP will charge the USER the price of its services, which will appear on the WEBSITE during the recruitment process, before acceptance of the same by the USER. In any case, this price will be, at least TEN EUROS (10€), taxes not included for each TRANSACTION, independently of the price of the same one, even if this one did not have a defined price or this one was zero or inferior to the minimum.

8.5. GO—POPUP will issue an invoice to the USER which will include the separate concepts of assignment of the SPACE by the OWNER, the selected COMPLEMENTS, the commission for the management of said assignment by GO—POPUP and those other concepts, such as insurance or additional services of the PRODUCTS-SOLUTION, which are applicable in each case. Notwithstanding the foregoing, GO—POPUP shall not be liable for the transfer of the use or provision of the services contracted by the USER which, in any case, shall correspond to the OWNER or to the PARTNER, in accordance with the provisions of each case, as well as with the liability associated with such provision.

8.6. The conditions of contracting and the conditions of remuneration described in the previous section will not be applicable in the event that the premises is located in a Shopping Centre or the client is an event or communication Agency, in which case GO—POPUP will sign a sublease contract.

8.7. GO—POPUP MEMBERS will consult at all times the current pricing policy at the time of contracting using the usual contact channels provided by the WEBSITE.

9. TRANSFER TO OWNER

9.1. The OWNER will pay GO—POPUP, in return for the use of the WEBSITE, a variable amount that will be the result of applying a percentage on the OWNER'S BASIC PRICE of the spaces published by the OWNER on the WEBSITE. The percentage to be applied on the total amount of income will be the one communicated to the OWNER during the registration process.

9.2. GO—POPUP will calculate the amount to be transferred to the OWNER for the transfer of the SPACE and related SUPPLEMENTS contracted by the USERS and the amount to be paid by the OWNER to GO—POPUP for the use of the WEBSITE for each TRANSACTION. In the event of a refund or cancellation, GO—POPUP will proceed to the corresponding settlements within a maximum period of one calendar month.

9.3. GO—POPUP will inform the OWNER of the settlement corresponding to each TRANSACTION at the time the payment is confirmed by the USER.

9.4. The payment by the OWNER of the amount accrued by GO—POPUP for the use of the WEBSITE will be made by deducting the corresponding amounts from the amounts that GO—POPUP must pay to the OWNER in accordance with the provisions of this article. Therefore, the revenue transferred by GO—POPUP to the OWNER will be the result of reducing the total of the actual revenue obtained by the TRANSACTION by the amount corresponding to the payment for use of the WEBSITE, returns, losses and any other expenses incurred by GO—POPUP on behalf of the OWNER in accordance with these Terms and Conditions.

9.5. GO—POPUP will issue an invoice to the OWNER in return for the price deducted from the payments for the TRANSACTION for the reasons stated.

9.6. Once the TRANSACTION has been confirmed by payment of the USER to GO—POPUP, GO—POPUP will make payment of the corresponding amounts to the OWNER in two instalments: 50% within a maximum period of one week upon receipt of the invoice issued by the OWNER to GO—POPUP, and the rest within a maximum period of one week once the effective transfer of the OWNER'S SPACE to the USER has ended. The payment will be made by bank transfer to the account number that the OWNER communicates to that effect to GO—POPUP. In the event of a refund or cancellation, GO—POPUP will retain the amounts until the incident is resolved.

9.7. GO—POPUP shall have the right to obtain the remuneration described in this clause, not only on the Transactions carried out through the WEBSITE, but

also on those carried out by the USER and the OWNER through any other channel, including personally, when the first contact between them or the USER's knowledge of the SPACE, has taken place through the WEBSITE. For the purposes of this clause, it shall be considered - by way of example and without limitation - that the USER has been informed of the AREA through the WEBSITE when he has contacted the OWNER after the publication of the AREA on the WEBSITE or through any of the channels provided by the WEBSITE.

9.8. If, for any reason, the amount to be paid by the OWNER to GO—POPUP is greater than the amount to be transferred by GO—POPUP to the OWNER, the latter must pay the amount corresponding to the excess into the bank account indicated by GO—POPUP within a maximum of FIVE (5) days following receipt of the corresponding invoice issued by GO—POPUP.

9.9. In any case, GO—POPUP will obtain from the OWNER a minimum price of TWENTY EUROS (20€) for each Transaction, regardless of the price of the same, even if it did not have a defined price or it was zero or less than the minimum.

9.10. Notwithstanding the provisions of the foregoing articles, the management costs of reservations, as well as the use of the WEBSITE by the OWNER, will be free for the latter when the MODALITY OF MANAGEMENT UNDER REQUEST applies. This method will apply when the first contact between OWNER and USER has occurred through channels other than the WEBSITE and the OWNER has invited the USER to formalize the reservation of the SPACE through the GO—POPUP platform.

9.11. Without prejudice to the provisions of the foregoing clause, the provisions contained in these conditions shall be applicable to the extent that they are not otherwise provided for and/or the provisions are not incompatible with the MODALITY OF MANAGEMENT UNDER REQUEST.

10. CANCELLATIONS AND REFUNDS

10.1. GO—POPUP is not part of the relationship between the OWNER and the USER, nor does it participate in the contracting or execution of the assignment agreement. Consequently, any claim, cancellation or refund related to the TRANSACTION must be managed according to the agreement established between the OWNER and the USER.

10.2. In order to define a standard of returns to be made in the event of cancellation of the reservation of the SPACE by the USER, GO—POPUP has defined three cancellation policies, among which the OWNER can choose at the time of publishing the SPACE on the WEBSITE:

a. FLEXIBLE: (1 day). If the USER cancels at least 24 hours prior to the day and time of entry of the Reservation, the USER will be refunded 100% of the total Price minus the amount of the applicable Service Fees and taxes. If the USER cancels less than 24 hours before the day and time of entry of the Reservation, the days or hours not enjoyed will not be refunded. If the USER decides to leave the space before time, the days or hours not enjoyed will not be refunded.

b. MODERATE: (7 days). If the USER cancels at least 7 days prior to the day and time of entry of the Reservation, he will be refunded 50% of the total price minus the amount of the applicable service fees and taxes. If the USER cancels less than 7 days before the day and time of entry of the Reservation, the days or hours not enjoyed will not be refunded. If the USER decides to leave the space before time, the days or hours not enjoyed will not be refunded.

c. STRICT: (30 days). If the USER cancels at least 30 days prior to the day and time of entry of the Reservation, he will be refunded 50% of the total Price minus the amount of the applicable Service Fees and taxes. If the USER cancels less than 30 days before the day and time of entry of the Reservation, the days or hours not enjoyed will not be refunded. If the USER decides to leave the space before time, the days or hours not enjoyed will not be refunded."

In the event of cancellation of the SPACE by the USER according to the circumstances defined in these standard policies, GO—POPUP will take the appropriate steps to facilitate the economic transactions associated with the case, within a maximum period of THIRTY (30) days.

10.3. Eventually, GO—POPUP may establish communication channels or mechanisms to facilitate communication between the OWNER and the USER; such channels will be limited to transmit the information provided by one party to the other, to the address or means of contact provided by the recipient to GO—POPUP. In no case GO—POPUP can be responsible for the receipt of communication by the other party or the correct resolution of incidents or claims raised by the OWNER or the USER.

10.4. Notwithstanding the foregoing, in the event that the USER makes a claim or cancellation through GO—POPUP (outside the cases defined in the standard cancellation policy defined for the SPACE), it may retain in full the price paid by the USER, after notifying the OWNER of the incident, until the date on which the

OWNER proves to have reached an agreement with the USER. In the event that such accreditation does not take place within the term of THIRTY (30) days following the date of sending the communication to the OWNER, GO—POPUP may refund the amount to the USER on behalf of the OWNER, after liquidation, through any available means, of the price of its services by the OWNER, considering the reservation as completed for all purposes.

10.5. If the claim or refund (other than as defined in the standard cancellation policy defined for SPACE) occurs after the date on which GO—POPUP has transferred the transaction price to the OWNER, GO—POPUP will not refund any amount to the USER.

10.6. In relation to the additional services included in the PRODUCT-SOLUTION, these will normally be provided by companies collaborating with GO—POPUP for this purpose. Any claim relating to the provision of services of partner companies will be channeled through GO—POPUP, who will transfer it to the partners and intermediary to facilitate its resolution. If there is adequate justification for the total or partial refund of the amount attributable to these services, GO—POPUP undertakes to do so within the maximum period established by law. Under no circumstances does GO—POPUP assume responsibility for services provided by third parties.

11. SPECIFIC USER RESPONSIBILITIES AND OBLIGATIONS

11.1. The payment of the price of the TRANSACTION is one of the main obligations of the USER; failure to comply with this obligation, or the unjustified revocation of a payment committed or made, may lead to the cancellation of the account and the initiation of legal actions against the USER by GO—POPUP and by the OWNER.

11.2. Unless otherwise agreed with the OWNER, the USER will be solely responsible for hiring the necessary people to hold events that require it.

11.3. The USER understands that each use of the AREA may be subject to obtaining a special license, and therefore undertakes not to use the AREA for any use other than that specifically contracted and agreed with the OWNER.

11.4. The USER must return the SPACE to the OWNER in perfect conditions of use, at least equivalent to the conditions in which they were received, including the conditions of maintenance and health.

11.5. GO—POPUP recommends that the USER take out the civil liability insurance offered by GO—POPUP, given that the USER will be solely responsible for any damage caused to the SPACE, including the celebration of activities that reduce its market value.

11.6. The USER and the OWNER expressly exempt GO—POPUP from any liability for possible damages caused in the SPACE by the USER.

11.7. GO—POPUP is not a provider, insurer, policy holder or holder of the insurance and its work is that of a mere intermediary who facilitates the contracting of certain types of insurance by the parties. The conditions of contracting the insurance will be those established on the website at all times.

12. SPECIFIC RESPONSIBILITIES AND OBLIGATIONS OF OWNERS

12.1. The OWNER is solely responsible for introducing the information corresponding to the SPACE whose cession of use is offered through the WEBSITE, as well as that corresponding to any of the COMPLEMENTS related to said SPACE; this information must be truthful and updated in order to avoid confusion and unnecessary management costs for the Company.

12.2. The OWNER shall correctly break down the applicable prices between the OWNER'S BASIC PRICE and the corresponding applicable taxes.

12.3. By publishing its graphic and written materials on the WEBSITE, the OWNER authorizes GO—POPUP and, where necessary, grants a license to all content and works published, non-exclusive, free, universal and for the duration of their professional relationship, for GO—POPUP to publish such content on the WEBSITE and on any other website controlled or managed by GO—POPUP, or on any medium or website on which GO—POPUP carries out promotional actions.

12.4. The OWNER declares to be the owner or to hold the rights of intellectual and industrial property, of image and any other necessary right for the use and exploitation of the contents in the form described in these conditions, so much for his part as for GO—POPUP.

12.5. The OWNER shall be liable to GO—POPUP for any claim, sanction or fine imposed on GO—POPUP as a result of an action or omission attributable to the OWNER and especially for breach of rights of third parties as a result of the use of materials provided by the OWNER.

12.6. The OWNER is solely responsible for the maintenance of the AREA whose transfer is offered through the WEBSITE, and the provision of services offered as COMPLEMENTS of it, as well as payment of taxes, supplies, expenses and fees associated with them.

12.7. In particular, the OWNER is solely responsible for requesting and maintaining in force the necessary licenses for the use, exploitation or holding of activities declared as permitted in the SPACE, by users, as well as licenses or permits necessary for the provision of services offered as COMPLEMENTS of the same. The OWNER and the USER disclaim any liability related to the OWNER'S compliance with the law with respect to their SPACE and related COMPLEMENTS. If the OWNER is a manager -not owner- of the SPACE, he must be able to prove his title in writing at the request of the USER.

12.8. GO—POPUP will not verify the information provided by the OWNER with respect to the dimensions, authorizations, licenses and availability of the SPACE or its related COMPLEMENTS, unless expressly stated otherwise in the record of the SPACE.

12.9. The OWNER of the SPACE must give it in perfect conditions of use, including the basic supplies and the conditions of security, health and hygiene required by law and by the obtained licenses, for the offered uses. In the case of offering COMPLEMENTS related to the SPACE, the OWNER must scrupulously comply with the description, conditions, quality and permits related to the provision of services offered as COMPLEMENTS of the same.

12.10. The USER and the OWNER expressly authorize GO—POPUP to register and store for a period of two (2) years the communications exchanged through their systems, in order to ensure compliance with their obligations and the law.

12.11. The hiring, outside the WEB SITE, of an AREA that the USER had known through that WEB SITE, provided that it is not managed by GO—POPUP, is not regulated by these conditions, without prejudice to the submission of that transaction to payment of the price of services GO—POPUP by the OWNER, in accordance with the provisions of these conditions.

12.12. The OWNER accepts that the contracting of the SPACE (or related COMPLEMENTS contracted in the same TRANSACTION) with the USERS outside the WEBSITE, when they had known through the WEBSITE, constitutes a breach of these conditions, unless the OWNER immediately declares to GO—POPUP and pays the price of its services; Failure to comply with this obligation, in addition to claiming payment of the price and interest, may lead to

suspension or immediate cancellation of the account of the OWNER and USER by GO—POPUP.

12.13. The OWNER must respond to the USER immediately after receiving a RESERVE request; GO—POPUP may cancel these requests if the OWNER does not respond to them within forty-eight (48) hours after sending the request.

12.14. The OWNER will issue to the USER the invoice corresponding to the price of the transfer of the SPACE, for the full price of the TRANSACTION and with the breakdowns established by law, without discounting the price of GO—POPUP's services, which will be the object of the corresponding invoice issued by the latter.

12.15. The OWNER acknowledges that the service offered by GO—POPUP will be provided "as is", so it may not require the implementation of specifications or special features. Likewise, the OWNER acknowledges that GO—POPUP does not guarantee or in any way ensure a certain percentage of occupation of the spaces.

12.16. Upon acceptance of each reservation, the OWNER agrees to take out a mandatory civil liability insurance coverage for that TRANSACTION by GO—POPUP. The OWNER will be the beneficiary of such coverage and the corresponding price will be part of the price of services GO—POPUP, in accordance with the provisions of these conditions.

13. COMMUNICATIONS AND COMMERCIAL / PROMOTIONAL MATERIALS.

13.1. The OWNER and the USER accept the sending of promotional and commercial materials and communications by GO—POPUP. Eventually, GO—POPUP will send these materials to the spaces for owners to place or install in them for promotional purposes.

14. GO—POPUP CIVIL LIABILITY INSURANCE

14.1. GO—POPUP has contracted a Civil Liability Insurance, with the aim of addressing the payment of damages suffered by the OWNER in connection with the use of SPACE by USERS. Taking out this insurance shall not constitute an assumption of responsibility by GO—POPUP, nor shall it entail the elimination of

the responsibility of the USERS who shall be liable, in any case, to the OWNER, to GO—POPUP and, where applicable, to the insurance company, for damages caused in the SPACE.

15. CANCELLATION INSURANCE

15.1. GO—POPUP offers to the USERS the possibility of contracting an insurance of cancellation of reservation of the SPACE. The purpose of the insurance coverage is to provide legal defense to USERS so that they can claim damages generated by cancellation of reservation by the OWNER.

15.2. The resulting compensation shall never be more than twice the amount paid for the reservation of space having deducted the commissions.

16. OTHER INSURANCES OFFERED BY GO—POPUP.

16.1. GO—POPUP offers USERS other insurance coverages listed below:

- a. Contractual legal assistance insurance: The objective of the insurance coverage is to provide USERS with a legal defence to claim the damages generated when signing the contract.
- b. Contingency insurance: The objective of the insurance coverage is to cover the costs generated by external contingencies that may hold an event.

For more information about the insurance offered by GO—POPUP please visit the following link: <https://www.gopopup.com/en/page/aseguradora/>

ONLINE POP-UP STORES SERVICE GENERAL CONTRACT TERMS

1. OBJECT

1.1. These general contract terms (“General Terms”) constitute the framework regulating the services provided by POP CORNER NETWORK S.L. (“Go-PopUp”) to its customers in relation to the solution known as “Tiendas Pop-Up Online” (in Spanish) or “Online Pop-Up Stores” (in English), as described at the website <https://www.gopopup.com/es/products/onlinepopupstore> (hereinafter, the “Solution”).

1.2. The Solution consists of a series of web tools and services to organize audiovisual content broadcasting services (“Broadcast”), storage for later use (“Recording”), remote communication among users (“Chat”), and a series of features and services to disseminate the content and promotion (“Marketing Layer”) or direct and indirect sales (“Sales Layer”) of products and services offered by those interested in the Solution, their customers and/or users.

2. DEFINITIONS

2.1. “Brand” means the organization, association, commercial entity, non-governmental organization, education institution or person that uses the Solution for the purposes authorized for the Solution.

2.2. “Content” means all the text or audiovisual information the Brand makes available for Broadcast or dissemination through the Solution and Go-PopUp channels

2.3. “Session” or “Sessions” is the unit of content related to a Broadcast on a specific day and time and with a limited duration as per the technical or commercial requirements of the Solution.

2.4. “Organizer” is the Brand representative who defines the Session and is responsible for contracting the services related to the environment provided by the Solution.

2.5. “Hostess” is the person belonging to the Brand’s organization who is responsible for getting the Content to the Audience Members using the features provided by the Solution for the Broadcast. Under no circumstance shall Go-PopUp be held liable for such Content.

2.6. “Moderator” is the person in the Brand’s organization that participates in the session as an Audience Member, identifies him/herself as such, and may interact through the Chat. This person’s comments, questions, answers and opinions are considered part of the Content and the responsibility of the Brand. Under no circumstance shall Go-PopUp be held liable for such interaction.

2.7. “Audience Member” is a person outside the Brand’s organization who participates in a Session as a spectator of the Broadcast and who may interact via Chat with the Hostess, Moderator and other Audience Members. Their comments, questions, answers and opinions are their own personal responsibility. Under no circumstance shall Go-PopUp or the Brand be held liable for such participation.

2.8. “Participants” (in a Session) include everyone comprising the Organizer, the Hostess, the Moderator and the Audience Members for a particular Session.

2.9. “Online Pop-Up Store Shopping Center” is the Go-PopUp WEBSITE page where a list is published to access all Sessions currently scheduled or already held in the past. It will feature a filtering and/or search tool for easier access to any Session by the Participants and, in general, any visitor to the Go-PopUp WEBSITE.

3. PERMITTED AND UNAUTHORIZED USES

3.1. Permitted uses. In general, the Solution may be used to publish legal and lawful Content and to promote such Content or products and/or services related to it pursuant to the laws in effect and in a manner that benefits the Audience Members and society at large.

3.2. Unauthorized uses. The broadcasting of Content that violates human dignity and integrity, reflects pornography, abuse of minors or which promotes products or services that are illegal or unlawful in the Brand’s country of origin, in Spain, in the European Union or in international law in general is absolutely prohibited. In particular, this prohibition includes but is not limited to the dissemination, promotion and/or direct or indirect sale of illegal drugs, prostitution services, illegal weapons trade; content advocating hate speech or

terrorism; or which threatens the environment, public health, non-discrimination of people or the principles of the Universal Declaration of Human Rights.

3.3. Quality Control. Go-PopUp will review the Brand's proposed Content before publication and authorization its dissemination and Broadcast in the understanding that the information provided is true, complete for the purposes of validating the foregoing and offered in good faith.

3.4. Reparative Actions. In the event of a breach of this clause due to unauthorized use, Go-PopUp hereby reserves the right to remove the publication of the related Content, delete the user or users related to the Brand, and file legal complaints for possible material or reputation damages affecting the Solution or Go-PopUp as well as act ex officio in cases considered serious or which represent legal risks for Go-PopUp or human integrity.

4. DESCRIPTION OF THE SOLUTION

4.1. Service request. Go-PopUp provides a web form by means of which the Organizer may schedule a Session and detail all the information and documentation necessary for subsequent dissemination, broadcast, recording and monetization. The completion of this form includes a step where the Organizer may accept these General Contract Terms, the economic and payment conditions for the service as well as the Go-PopUp Privacy Policy. In order to complete the form, the Organizer must register as a Web User and provide the corresponding Brand details or log in using their username and password to recover data previously entered.

4.2. Broadcast. The Solution includes a web tool to retransmit image and sound (better known as "streaming" or "broadcasting") through which the Hostess can share the audiovisual Content using a camera, a microphone and a computer or smartphone. Go-PopUp does not provide the hardware necessary but rather the software and web hosting for the content. This Broadcast tool works with a web browser without needing to install any application in the user environment (Hostess, Moderator or Audience Members). The technical requirements recommended so the Broadcast works properly will be communicated to the Hostess prior to use. The Broadcast tool allows certain control and information sharing features detailed in the Host Guides available at the Go-PopUp WEBSITE. The Broadcast tool includes features that allow the Hostess to know what Audience Members are viewing at all times.

4.3. Recording. All Broadcasts are recorded. At the end of a Session or any time thereafter, the Hostess or Organizer may decide whether the recording shall be made public for future spectators.

4.4. Chat. Each one of the Participants in a Session (Hostess, Moderator and Audience Members) may share text comments, questions, answers or opinions with other Participants through an instant messaging conversation tool. The only requirement for entering text in the Chat is identifying oneself with a name or pseudonym (“nickname”) for use throughout the time the participant is connected to a Session. All content in the Chat is visible to all Participants and is also recorded; however, this feature will only be available during the live Broadcast and not while viewing a Recording at a later time.

4.5. Marketing Layer. Once a service request is accepted, Go-PopUp will make an URL or unique and exclusive webpage available for the Session to the Brand Organizer and Hostess. This page will offer the Organizer and Hostess various features for disseminating the Session through links to social media and emails as well as the possibility of adding documents and publishing contact information, among others. This page (with more limited viewing and features) allows Audience Members to register or request registration to participate in the Session depending on whether the Session is defined by the Brand as public (open attendance) or by-invitation-only in which case confirmation of attendance must be confirmed by the Brand in a subsequent process. Moreover, two pages will also be created for the Broadcast (exclusive for the Hostess) and for participation (or viewing the “streaming”, which is exclusively for Participants). The different processes involved automatically generate email and/or SMS notifications for Participants to inform them of the steps in the process.

4.6. Sales Layers. The Solution offers Brands the opportunity to monetize the Sessions with four different options which, in some cases, may be combined. These are chosen when completing the service request form:

4.6.1. Charging for access to the Session. In this case, confirmation of registration by Audience Members will involve payment for a ticket to attend, the price of which shall be defined by the Brand. The amount will be collected by Go-PopUp.

4.6.2. The pre-sale of a product, service or discount coupon associated with participation in the Session. In this case, confirmation of registration by Audience Members will involve the purchase of a voucher which is redeemable at the Brand’s e-commerce channel using the method the Brand deems most appropriate. The description of the product, service or coupon as well as the

price and conditions for redemption shall be defined by the Brand in the service request form completion process. Go-PopUp will collect the sum for this pre-sale and generate a unique code so the Brand may provide it to the corresponding Audience Member for the redemption process.

4.6.3. The publication of a product catalogue. In this case, the Brand may select a series of their e-commerce products to be promoted during the Session or for a certain period related to it. All of the characteristics of these products, their price and a link to purchase them through the Brand's e-commerce channel may be updated by the Organizer or the Hostess via the Session website. Go-PopUp will publish these products so the Audience Members may access the information and reach the Brand's e-commerce channel via the link provided. In this case, Go-PopUp will not intervene in the purchase process or in the payment of the products. It will simply redirect the Audience Members to the Brand's e-commerce channel, including campaign information during such redirection.

4.6.4. Publication of a link to collect donations (either for charity causes or based on the "reverse ticket" model for cultural or educational Content). In this case, the Brand will include a description of the benefits or goals of the donation, the corresponding conditions and a link to the donation feature at the Brand's website. Go-PopUp will publish this information so the Audience Members may access the information and reach the donation feature at the Brand's website via the link provided. In this case, Go-PopUp will not intervene in the purchase process or in the payment of the products. It will simply redirect the Audience Members to the Brand's website, including campaign information during such redirection.

4.7. Other features and extensions. The details of all features related to the foregoing sections will always be updated at the Solution webpage at the Go-PopUp WEBSITE.

5. COST, BILLING AND PAYMENT COLLECTION FOR THE SERVICES

5.1. Costs related to the organization, dissemination, broadcast and management of the Sessions. The Solution billing and payment system will verify whether the Session is the first request from the Brand in which case the services will be free. If it is a second or later Session, the system will check whether the Brand has an active subscription in which case the services will be free. Otherwise, the system will offer the Brand the possibility of contracting the services related to a Session either individually or through a subscription for a

limited time. The limited time subscription involves a flat rate to be able to organize all the Sessions desired over the corresponding period with Broadcasts taking place no later than 15 calendar days after expiration of such period of time. If the Organizer wishes to hold the Broadcast after these 15 calendar days following the expiration of the period, an Individual Session must be contracted or the subscription must be extended for an equivalent period. Once the desired option is chosen, the Organizer may pay the corresponding sum via virtual POS (or credit card). In all of these situations, the system will also allow for discount code entry based on any promotions Go-PopUp may be running at a given time in general or for special customers. At the time of payment, the Organizer must confirm or enter (if it is the first time) the billing details for the company or person representing the Brand so Go-PopUp may issue the corresponding invoice.

5.2. Costs related to Session monetization:

5.2.1. For cases where access is charged or coupons are pre-sold for redemption at the Brand's e-commerce channel, Go-PopUp will request an invoice from the Brand for the total sum of the sales made and will also issue an invoice for Sales Agent Fees of 10% of said sum, paying the Brand the difference; in other words, 90% of all sums collected for all items.

5.2.2. For the publication of a catalogue of products, Go-PopUp will request a report from the Brand with all sales to Audience Members of the Broadcast or the Recording of the Sessions during the time the product catalogue was published. Based on this report, Go-PopUp will issue an invoice to the Brand for Sales Agent Fees of 5% of the total sum of said sales, payment for which must be made within a maximum of one calendar month.

5.2.3. A similar method will be used for donations through a link published at the Session webpage. However, the percentage of 5% may be reduced based on the social aim of the donation campaign and its alignment with Go-PopUp values or situations of emergency or need on which Go-PopUp wishes to collaborate. If a reduced percentage is used, the corresponding discount must be acknowledged as a donation in and of itself with the corresponding tax benefits as applicable. In such case, Go-PopUp will issue the corresponding invoice to the Brand which will issue the corresponding Donation Certificate.

5.2.4. Any applicable duties or taxes are separate from the percentage calculations above.

6. CANCELLATIONS AND CHANGES TO SCHEDULED SESSIONS

6.1. Any cancellation of a Session scheduled by the Brand and published at the Online Pop-Up Store Shopping Center must be communicated via the feature set up by the Solution for such purpose. Go-PopUp will automatically inform Audience Members who have registered for the Session of the cancellation and keep the Session published with an indication of the cancellation without allowing further registration. Under no circumstance will the cancellation of a session lead to the return of any sums paid by the Brand.

6.2. To make changes to the Content or date planned for the Session, the Brand must contact the Go-PopUp Customer Service channels with advance notification of at least 48 hours of the time planned for the Session Broadcast. If the advance notification is less than 48 hours, the cancellation will continue and a new contract will be established. The use of the Go-PopUp Customer Service channels for this situation will be charged a processing fee equivalent to half of the contract for an individual Session.

6.3. If the Session Broadcast cannot be done for technical reasons, Go-PopUp will study the reason and, if due to a defect in the Solution, will offer the Brand the possibility of scheduling a new Session under equivalent conditions at no extra cost to the Brand.

7. USE OF THE AUDIENCE MEMBERS' PERSONAL DATA

7.1. All Audience Members in a Session, whether live (Broadcast) or in deferred viewing mode (Recording) must complete a registration form assigning their basic contact details such as their name, email address and phone number. The email address is the only data considered as identification for later connections to the Session. The contact data do not create a platform Web User; in other words, they are not recoverable for the Audience Member and do not grant any preferential access rights. The veracity of the data is not checked except for paid Sessions. When Audience Members assign their data, they explicitly agree to the Go-PopUp Privacy Policy, which with respect to this point, states:

9.- When registering for Online Pop-Ups webinar / broadcasting sessions accessible via the page "Online Pop-Ups Shopping Center" (<https://www.gopopup.com/es/products/onlinepopupshoppingcenter>), the data provided by the website visitor when using the "Join Pop-Up" function; in other words, their name, email address and telephone number, will be used for session notifications and will be shared with the

organizer or host of the session for future communications or commercial purposes. Go—PopUp as well as the organizer or host of the session will receive the data as the data processor. As such, they undertake to process all data in accordance with all security measures established by current personal data protection laws and to delete the data as soon as such a request is made by the data subject, always in compliance with the corresponding laws and regulations.”

Thus, as indicated in said Privacy Policy, Audience Members agree that the personal data transferred through this process are shared by Go-PopUp with the Brand and its representatives. Go-PopUp as well as the Brand undertake to use it pursuant to the law and regulations in effect and subject to said Privacy Policy.

7.2. Go-PopUp will never transfer personal data to the Brand on the Audience Members of Sessions organized by other brands. However, Go-PopUp may use the personal data in any of its Audience Member databases to schedule dissemination campaigns where the Brand organizing a Session may capture interest from other users anonymously until registered for their Session whenever said Audience Members explicitly agree to be included in such campaigns.

7.3. Go-PopUp will only save the aforementioned data for the time strictly necessary to provide the service detailed herein and users may exercise their rights of access, rectification, objection, cancellation and portability by writing an email to the following address: hello@gopopup.com.

7.4. Finally, Go-PopUp will only use suppliers that strictly comply GDPR security requirements or have adhered to Privacy Shield.

8. INTELLECTUAL PROPERTY AND USE OF THE CONTENT

8.1. All Content the Brand makes available to Session Participants through the Solution shall be the Brand’s responsibility and remain its intellectual property. Go-PopUp will guarantee the possibility of correcting and removing the Content at any time using the features provided by the Solution or its customer service channels within reasonable time. For these purposes, “reasonable” shall mean one calendar week after the first reliable notification to this end.

8.2. Go-PopUp may use the Content the Brand makes available to the Session Participants to promote them on its website, in social media, email newsletter

distribution lists, press releases or commercial communications to promote the use of the Pop-Up Online Stores among its customers and audience.

8.3. The Brand may use the Session webpage URL provided by Go-PopUp for dissemination and promotion among its audience through any legitimate electronic communication channel in benefit of its awareness and notoriety.

9. OTHER TERMS AND CONDITIONS

9.1. The services and/or content subject to these general terms shall be provided for the period of time determined for each service. Without prejudice to the foregoing, Go-PopUp has the right to unilaterally terminate, suspend or interrupt the provision of the services and the Portal and/or any other services at any time and without prior notice subject to the provisions included in the corresponding special terms and agreements in effect.

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These Terms and Conditions have been modified as of June 17th, 2020.