

## **MARFEEL GENERAL TERMS OF SERVICE**

### **I.- OBJECT**

This document is intended to regulate the conditions under which MARFEEL shall provide its services to the CLIENT, and the terms and conditions of the license on the platform developed and supported by MARFEEL –hereinafter the PLATFORM- granted to the CLIENT. The PLATFORM adapts and publishes web contents to be optimally displayed on the web browser of mobile touch devices running different operating systems, i.e. without having to install a native application for each device –hereinafter, the MOBILE VERSION-.

### **II.- TERM**

2.1. The initial term of this contract is described in the annexed particular conditions, to be computed as of the date of signature of such document. After the initial period, the contract will be renewed indefinitely until such time that either party decides to terminate it with a prior notice of at least FOUR (4) months, by formal requirement submitted to the other party's appointed address.

2.2. Notwithstanding the abovementioned clause, the CLIENT will be entitled to terminate the contract early when the availability of the service provided by MARFEEL is under a NINETY PER CENT (90%) during three (3) consecutive months. Such termination must be, when applicable, formally requested to MARFEEL with a prior notice of, at least, TWO (2) months.

2.3. In any event of termination, the Parties will be released from their duties, except those concerning confidentiality. Intellectual Property, jurisdiction, the payment of duties associated to the services provided by MARFEEL and any other obligations whose extension after the termination of the contract has been specifically agreed by the parties.

### **III.- PRICE AND PAYMENT.**

3.1. The consideration of the services described in this contract is the result of two concepts: a set-up fee and a monthly fee. The total amount will be estimated according to the amounts and criteria described in the particular conditions.

3.2. The fares applicable to the monthly fees will be periodically updated by MARFEEL. The new fares will be informed to the CLIENT with a prior notice of ONE (1) month prior to entering in force.

3.3. MARFEEL will eventually issue or offer to the CLIENT, new advertising formats, subject to the fares freely decided by MARFEEL.

3.4. When the CLIENT takes on a new product, format, service or fee, different to the initially chosen products, services or fees, the particular conditions will be modified in accordance.

3.5. MARFEEL will send the invoices to the CLIENT during the FIVE (5) first days of each month, according to the applicable fares in that moment. The invoices must be paid off by the CLIENT during the FIFTEEN (15) DAYS after receipt of the invoice, through the payment method set forth in the particular conditions. When the payment must be done by direct debit in the CLIENT's bank account or credit card, MARFEEL will run the bank account charges during the first FIVE (5) days of the month.

3.6. MARFEEL will be allowed to suspend or block the access to its services in case of delay or non-fulfilment of the payment by the CLIENT for more than TEN (10) days, regarding the due date. Blocking or suspension of services will not constitute a breach of this contract for the purposes of penalty and/or termination and will be previously communicated to the CLIENT with a prior notice of FIVE (5) days.

### **IV.- INTELLECTUAL PROPERTY RIGHTS**

#### **4.1. License of use**

4.1.1. MARFEEL grants the client a non-exclusive license of use on its PLATFORM, for the term of this contract, limited to the necessary rights to set up and maintain the MOBILE VERSION of the WEBSITE.

4.1.2. The CLIENT must create a subdomain in its domain name, structured according to the terms agreed in the particular conditions, and redirect it to the address eventually communicated by MARFEL, so that the MOBILE VERSION can be accessed by the users of the WEBSITE.

4.1.3. The WEBSITE shall offer, at least once every fortnight, the ability to access to the MOBILE VERSION to the users who have accessed to the WEBSITE from a mobile device supported by MARFEEL's PLATFORM, and have not selected the MOBILE VERSION.

## **4.2. Acknowledgement of rights**

4.2.1. MARFEEL is the owner of all the intellectual property rights over the PLATFORM, the trademarks, distinctive signs and contents associated to it, which have not been generated by clients, partners or collaborators.

4.2.2. The CLIENT represents that owns all the contents offered through its WEBSITE, which will be hosted in MARFEEL's PLATFORM in order to be published on the MOBILE VERSION. The CLIENT undertakes to hold MARFEEL harmless for any claim, demand or administrative proceeding opened, initiated or addressed against MARFEEL as a result of any infringement of rights caused by the contents published in the WEBSITE by the CLIENT.

4.2.3. In order to allow the processing and publishing of the contents of the WEBSITE in the MOBILE VERSION, the CLIENT specifically agrees such processing and publishing and grants to MARFEEL a non-exclusive and free license of use over all the contents published in the WEBSITE, with no geographic limitation and for the term of this contract. This license will be extended as it is necessary to permit the fulfilment of MARFEEL's duties, including the publishing of the trademark and/or the logo of the CLIENT in MARFEEL's documents and promotional materials, as case of use or example of client.

## **V.- NON DISCLOSURE**

5.1. Confidential Information means any information that has been disclosed to any of the parties as a result of the performance of the rights and duties described hereto, which is not available for the public domain as, for example, any information relating to business, customers, operations, facilities, procedures, methods, transactions, know-how or any other aspect of the activity of the Parties.

5.2. The parties agree and undertake not to disclose the Confidential Information for any purpose different to the purposes associated to the present agreement.

## **VI.- PRIVACY**

6.1. MARFEEL shall process all the data obtained as a result of the service provided to the CLIENT, following the CLIENT's instructions, as data processor, according to the article 12 of the Spanish Data Protection act.

6.2. MARFEEL shall not process or use such data for any purpose different to the purposes described in these conditions, neither shall disclose data to third parties. When personal data are requested by security or police forces to clarify the assignment of a crime, MARFEEL will inform the CLIENT, who will be responsible for delivering the information in a timely manner.

6.3. MARFEEL shall process the personal data with the security measures set forth for basic level files, unless otherwise instructed by the CLIENT.

6.4. After the delivery of the services, MARFEEL will destroy the data or restore them to the CLIENT, at CLIENT's choice.

6.5. Both parties undertake to hold the other party harmless against any claim that may receive as a result of the infringement of the legislation on Personal Data protection, Intellectual Property or any other applicable law. Therefore, the infringing party must settle any compensation, penalty or fine that may be imposed to the other party for the abovementioned reasons.

6.6. The CLIENT will grant MARFEEL a permanent access to the data concerning traffic, visits, unique users and, in general terms, to the main analytic data of the WEBSITE and the MOBILE VERSION for the previous FOUR (4) months.

## **VII.- LIABILITY**

7.1. MARFEEL will provide its services with the utmost care, in accordance with industry standards.

7.2. MARFEEL will hire the services associated to its PLATFORM, such as the hosting, to the suppliers that it deems appropriate. Upon request by the CLIENT, MARFEEL will provide the name of the contracted providers.

7.3. MARFEEL will make its best to ensure the availability, integrity and security of the PLATFORM and all the contents hosted on it. Without limiting the foregoing, MARFEEL cannot assume any responsibility for the damages (whether direct or indirect, including without limitation loss of profits, interruption of business or loss of information) arising from or related to the use, misuse or inability to use the MOBILE VERSION by the CLIENT or third parties. The CLIENT agrees that MARFEEL's maximum liability will be limited to the amount paid by the CLIENT to MARFEEL during the SIX (6) months prior to the date of the claim.

## **VIII.- FINAL CLAUSES**

8.1. Neither party may assign, in whole or in part, its rights or duties under these Terms without the prior written consent of the other party.

8.2. The CLIENT shall direct all communications related to these conditions to the following address: Marfeel Solutions SL, Pza. Ernest Lluch i Martí 5, Torre Telefonica Diagonal 00, planta 11 Wayra, 08019 Barcelona.

8.3. MARFEEL shall direct all communications aimed to the CLIENT to the address appointed by the CLIENT in the particular conditions.

8.4. Notifications made this way will take effect as of the date of receipt or, in case of failure, from the tenth day following shipment.

8.5. The relationship between the parties shall be governed by the provisions set forth in this document, the particular conditions approved by the parties and any other agreed document, which must be, all of them, jointly and uniquely interpreted.

8.6. After the termination of this contract, for any reason, MARFEEL will delete from its PLATFORM the MOBILE VERSION and the contents from the WEBSITE, owned by the CLIENT. The CLIENT shall delete the subdomain redirection.

8.7. The termination of this contract, for any reason, will also result in the automatic accrual of the payment of all amounts invoiced by MARFEEL, and any other expenses or outstanding debts to be paid by the CLIENT to MARFEEL. MARFEEL will issue and send to the CLIENT all the outstanding invoices accrued so far.

8.8. MARFEEL reserves the right to insert its logo or distinctive sign in the MOBILE VERSION, with a link to its home page.

8.9. These conditions shall be governed by and construed in accordance with the Spanish laws, excluding any other national, regional or local law.

8.10. Waiving any other jurisdiction, the parties agree to submit any dispute or discrepancy originated by these conditions to the jurisdiction of the Courts of the city of Barcelona.

8.11. This document will be periodically updated by MARFEEL, in order to adapt it to its new products and services and to the price and any other associated conditions. The current applicable version of these general conditions of use can be found at [www.marfeel.com/gtos.pdf](http://www.marfeel.com/gtos.pdf). MARFEEL will notify the CLIENT any change in its general conditions with a prior notice of one (1) month before entering into force. When a unilateral novation of the conditions may constitute a relevant and substantial change regarding the previous conditions, the CLIENT shall be entitled to ask for the termination of the contract during the FIFTEEN (15) days after receiving the notification. In case of doubt, MARFEEL will decide when a modification of the conditions means a relevant and substantial change on them.