

## GENERAL TERMS AND CONDITIONS OF THE WEBSITE

**Please read these general terms & conditions (the “Terms”) carefully before using Go-Popup’s Website.**

These Terms regulate the relationship between Pop Corner Network S.L. (hereinafter, the “Go-PopUp”) and user (hereinafter, the “User”) accessing and using the website <https://shoplive.es/es> (hereinafter, the “Website”).

By using this Website, the User acknowledges that he has read and agree to be bound by these Terms, including our [Privacy Policy](#) and [Cookies Policy](#) which are hereby incorporated by reference.

### 1. CONTACT INFORMATION

1.1. Go-PopUp is a company registered at Carrer Pamplona, 88-90, Principal 1<sup>a</sup>, 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:

1.2.1. Telephone 93 543 64 78

1.2.2. E-mail: [help@gopopup.com](mailto:help@gopopup.com)

### 2. PURPOSE

The purpose of the Website is to provide general information about Go-PopUp and the services and products and, accordingly, cannot be relied upon it for any purpose. The User is responsible for obtaining and maintaining all connectivity, computer software, hardware and other devices or equipment needed for access to and use of the Site and all charges related to the same.

### 3. ACCESS AND USE RESTRICCIONS

3.1. The use of the Website shall be restricted to the stated purpose. Accordingly, User shall not use the Website:

3.1.1. In any way that implies a breach of these Terms;

3.1.2. In any way that violates any applicable law or regulation, including displaying, uploading or submitting content or information that encourages conducts that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice, including any violation or infringement of intellectual or industrial property rights of any person;

3.1.3. To breach another person’s right to privacy or infringe any intellectual property rights;

3.1.4. To make statements that are defamatory, relate to pornography, are of a racist or xenophobic nature, promote hatred or incite to violence or disorder;

3.1.5. In any way that may disrupt, negatively affect or inhibit others from using the Website or that could damage the functioning of the Website or our servers or any networks connected to any of our servers in any manner;

3.1.6. To upload files that contain viruses or similar software programs with the aim to damage another person's computer or system or otherwise jeopardize the integrity of the Website;

3.1.7. Without Go-PopUp written consent, send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, or any other form of unauthorized advertising or promotional material.

#### **4. WEBSITE CONTENT AND AVAILABILITY**

Go-PopUp may modify the content of the Website, in its sole discretion without notice. Go-PopUp does not guarantee that the Website and its content will always be available or be interrupted. Go-PopUp will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Go-PopUp may restrict access to some parts of the Website, or the entire Website, to Users.

#### **5. SERVICES**

If User orders or requests services on the Website, additional and particular conditions apply to the contracting and to the use of those services (hereinafter, the "**Services**"). For that reason, the information contained on the Website shall not be considered an offer for Services. Any quotes or other pricing figures displayed on or downloaded from the Website shall not be a binding commitment on Go-PopUp. Go-PopUp may accept or reject any order for Services, in our sole discretion.

#### **6. REQUIRED AGE**

The Website is intended for use by User over the age of 18 and/or having sufficient legal capacity to contract.

#### **7. REGISTRATION OF CONDITIONS AND THIRD OF CONFIDENCE**

7.1. In the case that the Website contains an action, information, content, material, data, opinion, advertisement, promotion, logo or any link to any websites, software, mobile app, wearable technology or any other third-party content (collectively, the "**Third-Party Content**"), Go-PopUp will not be responsible for such Third-Party Content, or any changes or updates to them. The Third-Party Content may provide their own terms and conditions of use, privacy policies and cookies policies that apply to User and the use of such Third-Party Content is not governed in any manner by these Terms.

7.2. Go-PopUp may display Third-Party Content, which is deemed appropriate and reliable to Users. However, as Go-PopUp cannot control all Third-Party Content included, Go-PopUp makes no representations or warranties of any kind regarding such Third-Party Content, and Go-PopUp accepts no responsibility for any loss or damage which might arise from the use of such Third-Party Content. Accordingly, User's use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between User and such third parties and, therefore, if User decides to access to such Third-parties Content, the User does so entirely at its own risk and subject to the terms and conditions of use for such Third-Party Content.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. All the contents of the Website are the intellectual 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 audio-visual or sound content, as well as the graphic design and source code of the Go-PopUp

- 8.2. In particular, Go-PopUp is the owner of all rights to the Go-PopUp, ShopLive and Go-Logic trademarks, and its use is therefore expressly prohibited.
- 8.3. 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.

## **9. LIBILITY**

- 9.1. The User recognizes and accepts that the use of the Website is carried out at User's own risk and responsibility, so Go-PopUp shall not be responsible for the improper or undue use of the Website.
- 9.2. The User recognizes and accepts that, even though Go-PopUp makes its best efforts to ensure the technical and factual accuracy of the contents and information contained on the Website, those are purely general and indicative. Thus, Go-PopUp cannot guarantee the veracity, authenticity, adequacy or accuracy of the information provided through the Website. As a result, Go-PopUp shall not be responsible for the decisions taken by the User drawn from the premise of the information provided through the Website, nor for the damages suffered by the User or a third party, arising from actions based on information obtained on the Website.
- 9.3. Go-PopUp shall only be responsible for the damages suffered by the User as a result of the use of the Website when these damages are caused as a consequence of a Go-PopUp' wilful misconduct. Go-PopUp shall not be responsible, including but not limited to, for the damages arising from (i) interruptions, computer viruses, failures, interferences, or omissions or disconnections of the electronic system, the communications system or the User's computer equipment for reasons beyond Go-PopUp' control; (ii) delays or saturations in the use of the Website caused by deficiencies or overloads on the telephone lines or the internet system, or in any other electronic or communications systems; or (iii) unlawful actions of third parties beyond Go-PopUp 'control.

## **10. CHANGES**

Go-PopUp may modify, add or remove portions of the Terms and the content on this Website at any time without notice. All changes are effective upon posting and apply to all access to and use of the Website thereafter. User is expected to check the Website periodically so User is aware of changes and current Terms because they are binding on User. If User does not agree to the modified Terms, the User should discontinue its access and use of the Website. The continued use and access to the Website by User following any modification to this Terms shall be deemed an acceptance of all modifications.

## **11. APPLICABLE LAW AND JURISDICTION**

- 11.1. These Terms shall be governed by Spanish law, which shall apply to the provisions of these Terms in terms of interpretation, validity and implementation.
- 11.2. In the event of any discrepancy between the English version and any of the other language versions of these Terms, the English version shall prevail.
- 11.3. In the event of any discrepancy or claim between the parties relating to the performance or content of these Terms, 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.

11.4. 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 User, expressly waiving any jurisdiction that may correspond, submit the decision of the matter raised to the Courts of the city of Barcelona (Spain).

For any information you can contact us at [help@gopopup.com](mailto:help@gopopup.com)

## ONLINE POP-UP STORES SERVICE GENERAL CONTRACT TERMS

### 1. INTRODUCTION AND PURPOSE

- 1.1. These general contract terms (hereinafter, the “**General Terms**”) constitute the framework regulating the services provided by POP CORNER NETWORK S.L. (hereinafter, the “**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://shoplive.es/en/products/onlinepopupshoppingcenter> (hereinafter, the “**Solution**”).
- 1.2. The Solution consists of a series of web tools and services to organize audiovisual content broadcasting services (hereinafter, the “**Broadcast**”), storage for later use (hereinafter, the “**Recording**”), remote communication among users (hereinafter, the “**Chat**”), and a series of features and services to disseminate the content and promotion (hereinafter, the “**Marketing Layer**”) or direct and indirect sales (hereinafter, the “**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. 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 details 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:
  - 7.1.1. 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 to manage the event and for future communications or commercial purposes with the user's consent. 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.
  - 7.1.2. 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. Therefore, Go-PopUp as well as the Brand undertake to use them pursuant to the law and regulations in effect and subject to said Privacy Policy. Go-PopUp is not liable for any improper or excessive use of such data under the scope of GDPR and LSSICE or the regulation in effect at any given time.
- 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](mailto:hello@gopopup.com).

- 7.4. Finally, Go-PopUp will only use suppliers that strictly comply with 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**

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.