

Legal Notice

IMPORTANT INFORMATION: Please read carefully this Terms and conditions (hereinafter, the "Terms") before using this Website (hereinafter, the "Website"). The use of the Website imply the express and unreserved acceptance of all the Terms of these Terms, having the same validity and effectiveness as any contract signed by you in writing. If you do not agree with this Terms, do not access, browse or use the Website.

0. IDENTIFICATION.

- **Owner of the Website:** PagoNxt, S.L. (hereinafter, "PagoNxt")
- **Address:** Avda de Cantabria s/n, Ciudad Grupo Santander, 28660, Boadilla del Monte (Madrid).
- **Tax Identification No.:** B-88136635.
- **Public Registry:** Madrid Mercantile Registry, Volume 37910, Companies Book no. 0, sheet 26, section 8, page M-675111
- **E-mail:** pagonxtcomms@gruposantander.com

1. INTRODUCTION. PURPOSE AND SCOPE.

The purpose of these Terms is to establish the conditions in which You can use the Website.

For clarity purposes, the term "use" includes, but is not limited to, accessing and browsing information in the Website. Any reference to "You" or "Your" means you as a user of the Website.

The Website contains general information of PagoNxt and its subsidiaries (hereinafter, the "Subsidiaries"). This Website is solely for informational purposes and does not constitute an offer to acquire any products or services. Therefore, these Terms are not intended to regulate any contractual aspects related to the provision by PagoNxt or by any of its Subsidiaries of products or services and their objective is just to provide a legal framework for use and access to the Website.

If You are interested in knowing more about the services or products of any of the subsidiaries it shall access the Website of the relevant Subsidiary.

2. USER LIABILITY AND GUARANTEE

When using the Website, your responsibilities are, by way of illustration but not limitation, as follows:

1. To use the information and content provided to You by the Website in accordance with legislation in force, the principles of good faith and generally accepted usage, and to not contravene, through Your actions in using the Website, public order or the provisions of this Legal Notice. In this regard, you undertake to make lawful, diligent, honest and

correct use of any information and/or content to which they have access through the Website.

2. When using this Website, you must comply with all applicable local, national and international laws including those related to data privacy, international communications and exportation of technical or personal data. PagoNxt accept no responsibility for any access from jurisdictions where such use may be contrary to the respective laws or regulations and makes no representations that this Website or any contents herein are appropriate or available for use in any jurisdiction. This information is not intended to be published or made available to any person in any jurisdiction where doing so would result in contravention of any laws or regulations applicable to the user.

Therefore, the following is hereby expressly prohibited:

- Any use for unlawful purposes or that may be to the detriment of or prevent, damage and/or overload, in any way, the usage and normal functioning of the Website, or that may adversely affect the Website or any third party either directly or indirectly;
- Using the Website for fraudulent purposes or purposes in relation to criminal offences or illegal activities of any kind;
- Introducing or spreading computer viruses that may cause unauthorised alterations to the content or systems that form part of the Website; and
- Sending or distributing content in any other way that may violate legislation in force or infringe any right of any party.

PagoNxt reserves the right to reject any attempt to access the Website in cases where incorrect use of the Website takes place, or where there is a breach of any of the stipulations established in this Legal Notice or of any particular stipulations that may apply.

You will be the sole responsible for the use of the Website and for complying with this Legal Notice in its entirety. Any breach of this Legal Notice may give rise to the appropriate civil or criminal proceedings (either extrajudicial or judicial) against You, who must hold PagoNxt and the Subsidiaries harmless in respect of any claims, lawsuits and damages they may suffer as a result of such a breach.

3. PAGONXT LIABILITY AND GUARANTEE

• CONTENT

All the content of the Website, both proprietary and third-party, is solely for informational purposes.

PagoNxt manages the Website diligently and, therefore, tries at all times to maintain complete and accurate information on all the content it offers, updating it at all times. However, although reasonable steps have been taken to ensure that this information is correct, PagoNxt does not guarantee that it is accurate, complete or up-to-date and, consequently, it should not be relied on as if it were. PagoNxt expressly declines any liability for errors or omissions in the information contained in the pages of the Website.

PagoNxt adopted at all times the appropriate measures, in accordance with the state of the art known, to guarantee the correct functioning of the Website and prevent the existence of viruses or computer programs that may cause damage to users. However, computer security is not infallible and is exposed to certain risks as a result of the inevitable activity carried out by hackers and programmers of viruses or harmful programs. Therefore, despite the fact that PagoNxt makes every effort to avoid this type of program, and updates its computer and systems security at all times, PagoNxt cannot guarantee, nor is it liable for damages and damages suffered by You as a consequence of:

- Failures or interruptions of the service of the Website;
- Viruses or computer programs or any elements designed for cyber-attack or infiltration of Your computer systems that, inadvertently, may have been installed in them, thanks to or as a result of access to the Website by You;
- The eventual vulnerability of the Website and the security measures adopted therein;

PagoNxt reserves the right to modify, suspend, cancel or restrict the content of the Website, the links or the information obtained through it, with no need to give prior notice.

It is hereby prohibited to transmit or send through the Website any illegal or illicit content, computer virus or message that in general may affect or infringe the rights of PagoNxt, of any Subsidiary or of third parties.

• **LINKS TO OTHER WEBSITES**

On the Website, the You can find links to other Websites managed by third parties. PagoNxt does not have the power to control all the information or content provided by other Websites, so it cannot assume any type of responsibility for their quality and reliability, or for the veracity or adequacy of the content offered.

The establishment of any type of link by the Website to another external Website does not imply that there is any kind of relationship, collaboration or dependency between PagoNxt and the responsible for said Website.

If You use a link or access a non-proprietary Website You do so intentionally and at their own risk. In this regard, You undertake to exercise the utmost care and caution when accessing or using the content or services of Websites they access through the aforementioned links.

PagoNxt does not recommend or guarantee any information obtained through a link, nor do they assume responsibility for any losses, claims or damages arising from the use or misuse of a link or for the information obtained through such a link, including other links or Websites, or for the disruption in the service or in the access, or for any attempt to use or misuse a link, whether in accessing the Website or in accessing the information on other Websites from the Website.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

The intellectual and industrial property rights and the operation and reproduction rights with respect to the Website, including the domain name and all the content available through it, which includes, but is not limited to, its texts, graphics, drawings, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information, as well as any other creation protected by national laws and international treaties on intellectual and industrial property and the hyperlinks from it to other Websites belonging to PagoNxt or its Subsidiaries are the property of, or have been assigned or licensed to, PagoNxt or its Subsidiaries, unless specified otherwise.

The use of the Website does not implies any type of transmission, license or total or partial transfer of said rights by PagoNxt in Your favor nor the authorization to use or exploit such rights publicly.

All names, designs or logos that make up this Website are duly registered trademarks. Any improper use by persons other than the legitimate owner thereof may be prosecuted in accordance with current legislation. Third-party trademarks and intellectual property rights are prominently displayed and shall be respected by all persons accessing the Website.

It is strictly prohibited the suppression or manipulation of the notice of reservation of copyright ("copyright") and any other identification or recognition data of exclusive ownership of the rights of PagoNxt, in relation to the Website or the protected content found therein.

Content may be downloaded and any page of the Website may be copied or printed solely for personal, private use. Any other use of its content as reproduce, distribute, publicly communicate, reuse, extract, send by mail, modify or in any way publicly use all or part of the content included in the Website, it is strictly prohibited.

5. PERSONAL DATA PROTECTION

PagoNxt guarantees that it fully complies with the personal data protection regulations and, in particular, REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter, the "GDPR") and any other personal data applicable legislation.

In case PagoNxt access or process personal data, it will make available to You the related data protection policy, in compliance with the duty of information, so that You may be aware of all the information concerning the processing of their personal data, pursuant to the GDPR. In such cases, in compliance with the prevailing legislation, PagoNxt will implement the appropriate technical and organisational measures to guarantee an adequate level of security, and to prevent the loss, misuse, alteration, unauthorised access and theft of any data provided by You. PagoNxt also warrants that it will comply with the duty

of secrecy and confidentiality regarding the personal data provided by You on the Website.

For further information, please consult the Data Protection Policy.

6. DURATION AND MODIFICATION

PagoNxt may modify these Terms, totally or partially, publishing any change in the same way as these general conditions appear. Likewise, PagoNxt may terminate, suspend or interrupt, at any time and without prior notice, access to the contents of the Website, with no possibility for You to demand any compensation.

7. NULLITY DECLARATION

The eventual declaration of nullity of any / s of the provisions set forth in these General conditions of Use will not reach other provisions not affected by it.

8. APPLICABLE LAW. COMPETENT JURISDICTION

This Website, including Your use of the same, and particularly these Terms shall be subject to, interpreted and enforced in accordance with Spanish law, without prejudice to the application of any other regulation issued by the competent authority.

For all disputes, actions or claims that may arise regarding the interpretation and application of these Terms, You and PagoNxt agree to submit to the jurisdiction of the Courts of the city of Madrid (Spain) with express and voluntary waiver to any other jurisdiction. This shall be understood without prejudice to any specific legal provision that may be applicable.

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