

## TERMS & CONDITIONS

his agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

Welcome to our website. If you continue to browse and use this website, you are agreeing, without reserve, to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern The Social Coin's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website

The present dispositions regulate the use of the Internet portal that The Social Coin, S.L. puts at the disposition of the users of Internet.

The term 'The Social Coin' or 'us' or 'we' refers to the owner of the website whose registered office is Camí de Can Plana, s/n, 08472, Campins (Barcelona), Spain, and its Company Tax Code number is B66039488. The term 'you' refers to the user of our website.

In some cases, the use of space or service included on this website may be subject to special conditions. Your use of those services means that you accept the special conditions that apply to them.

### Terms of use

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website provides support functionalities for promoting kindness through local action that helps building human interaction which motivates social change.
- The user agrees to use the The Social Coin site, its contents and services in accordance with the law, these Conditions, morality and public order. Similarly, the user agrees not to use the The Social Coin site or the services provided through the latter for purposes that are unlawful or contrary to the contents of these Conditions, harmful to the interests or rights of third parties, or which may in any way damage, disable or impair the website or its services or prevent normal use of the The Social Coin site by other Users.
- The user also expressly agrees not to destroy, alter, disable or otherwise damage the data, programmes or electronic documents contained in the The Social Coin site.
- The user agrees not to hinder the access of other users to the access service by mass consumption of the computing resources through which The Social Coin provides the service, or to perform actions that damage, interrupt or cause errors in these systems.
- The user agrees not to enter programs, viruses, macros, applets, ActiveX controls or any other logical device or character sequence that causes or is likely to cause any kind of alteration to the computer systems of The Social Coin or third parties.
- The Social Coin website offers users the possibility of including a photo or avatar in their profile. In order for this to be accessible by other The Social Coin site users, the user authorizes us to use the image provided solely in the field of the The Social Coin site and with no commercial use by The Social Coin
- Furthermore, users assigns all the image rights that are necessary if they share them through this web site. In this regard, you authorize The Social Coin to use these images in the context of the The Social Coin activities.

- If the images or photographs provided include any third party other than the user, the latter guarantees that they have obtained the necessary consent thereof under the same conditions as those stated in the previous paragraph.
- Regarding the materials submitted by the user, the latter claims to be the owner of the rights thereto or, where appropriate, ensures that they have the necessary rights and authorizations of the author or owner of the materials for use by The Social Coin through the The Social Coin site for the uses and purposes set out in this clause.
- The links included on this website could lead the user to other websites and pages managed by third parties, over which The Social Coin has no control. The Social Coin does not accept any responsibility for the contents or for the state of these websites and pages, and access to them via this website does not mean that The Social Coin recommends or approves their contents.

#### Limited liability

Neither we or our partners, collaborators, employees and representatives provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude any damage derived from the use of this website, or for any other action performed on the basis of the information provided herein.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

The Social Coin does not guarantee the lack of any virus or any other damaging elements that could cause damage or cause alterations to the computer system, the electronic documents or the files belonging to the user of this website. Consequently, The Social Coin is not responsible for any loss or damage that those elements could cause to the user or third parties.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

This website might include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You can share comments and pictures thought this web site. You can share it entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

The Social Coin shall not be liable, except in those cases imposed by the law, for any damages caused by the use, reproduction, distribution or public communication, or any type of activity carried out on the materials protected by intellectual property rights belonging to third parties, without the Participant having previously obtained the necessary authorization of their owners for their proposed use.

#### Liability for materials and images or photographs

The Social Coin site offers users the opportunity to enter comments and/or submit photographs, images, sketches or any other material deemed appropriate, to be shared through the The Social Coin site. The publication of materials is subject to these.

The person identified in each case as the one that has submitted the materials, is responsible for the latter. The materials do not reflect the opinion of The Social Coin and these make no statements in this regard.

In all cases, the user agrees to submit materials that comply with current legislation and are in accordance with public order, morality and which, by way of example, are not offensive, derogatory, insulting or violent and do not directly or indirectly encourage the violation of laws and other regulations.

If The Social Coin becomes aware of the existence of materials breaching the provisions of the preceding paragraph, we reserve the right to unilaterally remove the materials submitted by the user at our discretion and without notice.

The Social Coin may also veto the access of the user responsible for any material that is unlawful or that violates the terms of these Conditions, with no need to justify their decision. The Social Coin shall proceed to deregister the user from the site, also reserving the right to delete their data from our database, meaning that they will no longer be able to participate in The Social Coin activities.

#### Intellectual Property Rights

The Social Coin site offers users the opportunity to enter comments and/or submit photographs, images, sketches or any other material deemed appropriate, to be shared through the The Social Coin site. The publication of materials is subject to these.

The entire content of this website, whether it be texts, images, sound, files, trademarks, logos, combination of colours, or any other element, its structure and design, the selection and form of the presentation of the materials included here are protected by intellectual property rights, owned by The Social Coin or, where appropriate, its licensees, which rights the user of this website must respect.

In particular, but without restricting the general obligation incumbent upon the user pursuant to the previous paragraph, it is forbidden to reproduce –except for private use – transform, distribute, disclose publicly, make available to the public and, in general, in any other way exploit, through any process, the content of this website, in whole or in part, as well as their design and the selection and form of presentation of the materials included here. These acts may only be carried out if The Social Coin has granted its express authorization, and provided that in the expressed reference it is included that The Social Coin is the owner of those intellectual property rights.

It is also prohibited to delete, alter, evade or manipulate any protection devices or security systems that may be installed here.

#### Privacy Policy

The Social Coin site offers users the opportunity to enter comments and/or submit photographs, images, sketches or any other material deemed appropriate, to be shared through the The Social Coin site. The publication of materials is subject to these.

This privacy policy sets out how The Social Coin uses and protects any information that you give The Social Coin when you use this website.

The Social Coin is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

The Social Coin may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1 June 2013.

The personal information that The Social Coin receives from the users of this website, is confidential. That information is used exclusively for internet record keeping to trace kindness actions chains and notify you on any event that impact you . The information received is not used for any other purpose.

Some of the services included in this website and require collecting personal data. In order to render those services, The Social Coin must ask the user for certain essential data. During the process to collect data, the user will be informed why such data are necessary. Failure to supply such obligatory data will mean that it will be impossible to render the services in question.

All information you provide is keep privately in our records. Only public names and photos or avatars in your profile would be published in the web. No email address, phone number or messaging id is published or shared with other users.

With regard to the data collected as provided for in the previous sections, the user shall be entitled to exercise the rights conferred under the law and, in particular, will be entitled the right to access, rectify, or cancel the data, and oppose them, if appropriate, as well as the right to revoke his/her consent to the transfer of such data. The user, or, where appropriate, his/her representative, may exercise these rights by submitting a written and signed request, addressed to: The Social Coin S.L., Camí de Can Plana, s/n, 08472, Campins (Barcelona), Spain. The request should include all of the following information: user's name and surname, address for correspondence, photocopy of National Identity Card or passport, and specific details of the right exercised.

The Social Coin shall keep the collected personal data and adopt the necessary measures to prevent such data from being altered, lost, processed or accessed without authorization. The Social Coin shall comply with these duties in accordance with the provisions of the applicable legislation.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

#### Registration and Account Security

The Social Coin users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

You will not create an account for anyone other than yourself without permission.

You will not create more than one personal account.

If we disable your account, you will not create another one without our permission.

You will not use The Social Coin if you are under 13.

You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.

You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.

### Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

You will not post content or take any action on The Social Coin that infringes or violates someone else's rights or otherwise violates the law.

We can remove any content or information you post on The Social Coin if we believe that it violates this Statement or our policies.

If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

If you collect information from users, you will: obtain their consent, make it clear you (and not The Social Coin) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.