



TERMS AND CONDITIONS FOR USING GO—POPUP WEB SITE

1.- OWNERSHIP

1.1. The ownership of the WEBSITE www.gopopup.com (hereinafter referred to as the WEBSITE) corresponds to the company Pop Corner Network S.L. (hereinafter referred to as GO—POPUP) with a registered address at Llacuna Street, 162-164, CP 08018, in Barcelona (Spain), postal code 08018, assigned Spanish tax ID B-65735136.

1.2. The data on file with the Trade Register of Barcelona for the company Pop Corner Network, S.L. are as follows: Volume 43027, Folio 78, Page B-418398, Entry 1.

1.3. Other contact details: Telephone 93 543 64 78, E-MAIL: hello@gopopup.com.

2.- DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply:

- “SPACE” shall mean any delimited premises susceptible to being assigned by an OWNER to a Tenant for temporary use.
- “USER” shall mean any private individual or legal entity that uses the Website to request or obtain information on SPACES or to participate in a TRANSACTION.

- “OWNER” is the owner of the property rights or the manager of a SPACE with the authority to temporarily assign the use thereof.
- “TRANSACTION” is each of any transfer operations of spaces signed by an owner and a user who have contacted through the website.
- “INSURANCE COMPANY” is the provider of INSURANCE coverage for the TRANSACTION between an OWNER and a USER, pursuant to the conditions established therein.
- “INSURANCE” is the contract covering the liability of the parties subscribing said contract under the terms and conditions agreed, as applicable.
- “MEMBERS” shall mean both USERS as well as OWNERS, who shall be indistinctively referred to as MEMBERS for the purposes of these conditions.
- “COMPLEMENTS”: offer additional value-added services, optional or compulsory recruitment, provided by the OWNER of a space and related to such transfer to complement or improve the experience of use and/or the functionality for the USER.
- “PRODUCT-SOLUTION”: an offer consisting of the assignment of a SPACE and a series of additional added value services, provided by GO-POPUP, for a specific use thereof.
- “OWNER’S BASE PRICE”: the net amount that the OWNER will receive from GO—POPUP, excluding commissions and applicable taxes.
- “MANAGEMENT ON REQUEST MODE”: management of reserves not generated directly by GO-POPUP that will apply when the owner invited the user to formalize the booking and management of a space through the platform of GO-POPUP.

3.- ACCEPTANCE OF THE CONDITIONS AND APPLICABILITY

3.1. The use of the WEBSITE by MEMBERS implies the full acceptance without reserves of each and every one of the provisions included in this document in the version published by GO—POPUP at the time each one of them access the WEBSITE (hereinafter referred to as "general contracting conditions"). As a result, MEMBERS must carefully read these conditions of use and the privacy policy each time they set out to use the WEBSITE as they may be modified. Likewise, the special conditions (hereinafter referred to as "special contracting conditions") will be applicable that in this case will be subscribed by the MEMBERS and that will be in any case of preferential application over the general conditions.

3.2. These Terms and Conditions apply and are of mandatory compliance for anyone who uses the WEBSITE or browses through it. Said party hereby undertakes to fully accept them without any conditions. If a private individual or legal entity does not agree to any of the conditions contained in this agreement, they shall refrain from continuing to use it and not contract the products and services offered by GO—POPUP, given that simply browsing the WEBSITE means you are subject to the conditions contained herein.

3.3. GO—POPUP reserves the right to modify the conditions of use and the privacy policy of this WEBSITE meaning all individuals and legal entities using it are required to periodically check these conditions.

3.4. In order to guarantee the traceability of the different versions of these terms and conditions, GO—POPUP may commission a third party not related to the USERS or OWNERS to register and track versions thereof in which case all of the parties hereby acknowledge that the sole authentic version of these terms and conditions applicable as of a certain date shall be the one registered in said third-party record.

3.5. GO—POPUP is not liable for the WEBSITE availability or its use by USERS and OWNERS, whether registered or not; moreover, the Company does not accept any liability for any damages or harm deriving from the use of the Platform or its communication mechanisms unless there is proof of serious fault or negligence.

3.6. Likewise, these general contracting conditions will regulate, unless otherwise indicated, those contractings that take place outside the WEBSITE (off line) together with the special conditions that may apply. GO—POPUP will sign a differentiated contract of the general conditions herein in those cases in which GO—POPUP assumes the condition of a sublessee.

4.- PURPOSE

4.1. The WEBSITE is a platform that facilitates contact between OWNERS and USERS. GO—POPUP acts towards them as a simple supplier of technology services and other products and services of added value such as but not limited to INSURANCE, which will be detailed on the WEBSITE where applicable.

4.2. GO—POPUP is not a party to any type of contractual relationship between the OWNER and the USER nor does it have any ownership or usage rights to the BUSINESS PREMISES of any kind.

5.- REGISTRATION

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

5.2. GO—POPUP hereby reserves the right to reject the registration of any MEMBER whose registration has been revoked in the past or any who, for any reason, are considered by GO—POPUP as unsuitable MEMBERS.

5.3. In order to register, when applicable, the MEMBER must complete all of the information required on the form provided for this purpose on the WEBSITE after carefully reading the instructions provided for such purpose. Upon entering their data, the MEMBER declares that all of the information provided is true, complete, accurate, exhaustive and up to date; if GO—POPUP has any doubts about the veracity of the information provided by the USER, it may suspend or immediately close the account at its discretion without prior notification.

5.4. The MEMBER must update and/or modify its personal information and all of the data associated with their payment methods - where applicable - as well as the delivery address and contact details. All of the transactions carried out before the personal data are updated shall be based on the information provided at that time. GO—POPUP is not liable for any losses, delays, expenses or damages due to a failure to update said data.

6.- SPACE REGISTRATION AND COMPLEMENTS

6.1. Registering SPACES at the WEBSITE and its complements can be done by an OWNER registered with the website or by a professional on the GO—POPUP team, following the OWNER's instructions. In both cases, the OWNER must verify the image of the SPACE data sheet before publication.

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

6.3. Upon registering a SPACE, the OWNER may include their own special conditions such as an obligation on the USER to take out INSURANCE, cleaning or any of the complements by the USER, in which case the INSURANCE conditions will be automatically included in the SPACE assignment agreement.

6.4. While entering the registration details for the SPACE or when later modifying it, the OWNER shall itemize the price of the SPACE to reflect the OWNER'S BASE PRICE and all applicable taxes. Said party will be liable for the proper application of the corresponding laws in effect. During the SPACE registration process, the WEBSITE will show the commission applicable to the OWNER for the management service and the corresponding VAT, automatically calculating the sales price which will be published for the USER'S information.

6.5. Once the SPACE information is verified by the OWNER, GO—POPUP will proceed to publish it, reserving the right to reject any data sheet or SPACE that, due to the characteristics, description or by the information provided or omitted by the OWNER may be contrary to the law, rules and customs or these Terms and Conditions. In particular, the OWNER may not publish data or information on the WEBSITE other than that which is strictly requested by GO—POPUP; in particular, the OWNER shall refrain from publishing contact information through said fields or the publication of a business or contact card through profile images or on the product data sheet for example.

6.6. Offering COMPLEMENTS by the owner of a space must be done explicitly by selecting the appropriate option on the tab of space and adding, where appropriate, the requested descriptive information, including but not limited to, name, description, price number of minimum and maximum units employable, the obligation of contracts, additional photos and files; otherwise, GO-POPUP understands that the OWNER authorizes GO-POPUP to provide their own complementary services through its PRODUCT-SOLUTION, making it possible to ensure, in any case, compliance with the special conditions set by OWNER to said space.

7.- BOOKING PROCESS

7.1. The process of booking a SPACE through the WEBSITE will be comprised of several steps including the ones highlighted below:

1) Search for SPACES: This functionality allows USERS to obtain information on the SPACES, the data intervals it is required; you do not have to be a registered MEMBER to access the SPACES catalogue although the WEBSITE may reserve some data to REGISTERED USERS.

2) Dialogue between OWNERS and USERS: Through this option, the WEBSITE will permit communication between OWNERS and USERS in order to finalize the details or modify special conditions or limitations related to each SPACE and its complements. As the supplier of this functionality and the creator of the WEBSITE, GO—POPUP reserves the right to limit or monitor the conversations

between the OWNER and the USER in order to ensure the proper compliance by each party with their rights and obligations.

3) An application to book a SPACE: this functionality allows USERS to request a block on the SPACE selected for a limited period of time. An application to book a SPACE may be subject to the payment of a price which will be reported at the appropriate time on the WEBSITE. Sending an application to book is not the same as contracting or blocking the SPACE as said application may be accepted or rejected by the OWNER in accordance with the availability of the BUSINESS PREMISES or other circumstances that prevent the completion of the booking transaction.

4) Booking a SPACE: This is the acceptance of the Booking by the OWNER under the special conditions indicated by said party and for the period requested by the USER. With the said booking, the user can select COMPLEMENTS offered by the owner. Booking a space and its possible complements is considered a unitary action, resulting in a single transaction, so any management related to the booking (including the subsequent steps of the booking process, as the generation of the agreement, acceptance and payment, confirmation and any subsequent sales management) will be held in aggregate. The OWNER should answer booking requests within that, at all times, set GO-POPUP The OWNER must respond to all booking applications within the term established by GO—POPUP at any given time. A breach of the obligation to respond within the term indicated will equal a rejection of the application which will be communicated by GO—POPUP to the USER.

5) Additional services: In some cases, GO—POPUP will offer additional services as part of a certain PRODUCT-SOLUTION. Before accepting the Agreement, the USER may use the booking form to select any additional services of interest. These may include but are not limited to catering, background music, artistic performances, technology services, hosts and hostesses, etc. The availability and conditions of these services may vary over time.

6) The Generation of the agreement: Once the application to Book is accepted by the OWNER, the WEBSITE will show all relevant data of the reserve for the assignment of space, which will be included in the corresponding invoices. These invoices together with these terms and conditions are binding legal commitment for owner and user in relation to the assignment of space. You should the owner wish to complement this commitment with other documents, contracts or conditions, the WEB site will facilitate exchange and signing of such documents.

7) Acceptance and payment: In order to finalize the contracting process, the USER shall accept the assignment agreement shown by the WEBSITE through and make payment through the virtual POS or any other payment method available at any given time.

8) Confirmation: Once the agreement is confirmed and the payment is received, GO—POPUP will notify both parties with documentation legally required at any given time.

8.- PAYMENT BY THE USER

The USER will pay to GO—POPUP for the intermediation services according to the following criteria:

8.1. The USER will pay the price of the TRANSACTION to the OWNER in full using the payment methods established by GO—POPUP through the WEBSITE. This price will include all items associated with the TRANSACTION such as but not limited to the price of the SPACE assignment, the price of the INSURANCE – where applicable- and VAT or any other applicable taxes.

8.2. Moreover, the USER will pay GO—POPUP the price of its services or that of its partners (including all management costs and the costs of any additional services in conjunction with the PRODUCT-SOLUTION) pursuant to the amounts published at the WEBSITE for each TRANSACTION.

8.3. GO—POPUP will be responsible for transferring the price obtained from the USER to the OWNER under the conditions agreed with the former.

8.4. GO—POPUP will charge the USER the price of its services which will appear on the WEBSITE during the contracting process before acceptance by the USER. In any case, this price will be at least TEN EUROS (€10), taxes not included for each TRANSACTION, irrespective of the price thereof even if there is no price defined or it is zero or less than the minimum.

8.5. GO—POPUP will issue the USER an invoice which will include each separate assignment item for the SPACE by the OWNER, the selected COMPLEMENTS, the management commission for said assignment by GO—POPUP and any other items such as insurance or additional services related to the PRODUCT-SOLUTION which may be applicable. Without prejudice to the foregoing, GO—POPUP will not be liable for the assignment of the use or provision of the services contracted by the USER which in any case will be the responsibility of the OWNER or the COLLABORATOR in accordance with the provisions in each case as well as the liability associated with the service.

8.6. Neither the conditions of contracting nor the payment conditions described in the previous section will be applicable in the event that the premises is located in a Shopping Center or the client is an Event or Communication Agency, in which case GO—POPUP will sign a sublease agreement.

8.7. The MEMBERS of GO—POPUP will be able to consult at all times the price policy in force at the time of contracting by using the regular contact channels provided in the WEBSITE.

9.- TRANSFER TO THE OWNER

9.1. For the use of the WEBSITE, the OWNER will pay GO—POPUP a variable sum which will be the result of applying a percentage to the OWNER'S BASE PRICE of the SPACES published by the OWNER on the WEBSITE. The percentage to be applied to the total amount of the revenue will be the one communicated by the OWNER during the registration process.

9.2. GO—POPUP will calculate the sum to transfer to the OWNER for the SPACES and related complements contracted by the USERS and the sum to be paid by the OWNER to GO—POPUP for using the WEBSITE for each TRANSACTION. In the event of sums returned or a cancellation, GO—POPUP will calculate the corresponding settlement within a maximum of one calendar month.

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

9.4. Payment by the OWNER of the sum due to GO—POPUP for the use of the WEBSITE will be made by deducting the corresponding amounts from the sums that GO—POPUP must pay the OWNER in accordance with the provisions of this article. Thus, the sum transferred by GO—POPUP to the OWNER will be the result of deducting the amount corresponding to payment for the use of the WEBSITE, any reimbursements, losses or any other expenses incurred by GO—POPUP on behalf of the OWNER from the total effective revenue obtained for the TRANSACTION in accordance with these Terms and Conditions.

9.5. GO—POPUP will issue an invoice to the OWNER for the discounted price of the payments for the TRANSACTION for the reasons indicated.

9.6. Once the TRANSACTION is confirmed by means of payment by the USER to GO—POPUP, GO—POPUP will pay the corresponding sums to the OWNER in two installments: 50% within a maximum of one week after reception of the invoice issued by the OWNER to GO—POPUP, and the rest within a maximum of one week after the assignment of the SPACE by the OWNER to the USER actually ends. The payment will be made via bank transfer to the account

number communicated by the OWNER to GO—POPUP for this purpose. In the event sums are returned or there is a cancellation, GO—POPUP will withhold all sums until the incidence is resolved.

9.7. GO—POPUP shall have the right to obtain the compensation described in this clause not only for Transactions completed through the WEBSITE but also those completed by the USER and the OWNER through any other channel including personally when the first contact between them or knowledge of the SPACE was gained by the USER occurred through the WEBSITE. For the purposes of this clause, it will be understood that the USER has gained knowledge of the SPACE through the WEBSITE when but not limited to when contact was made with the OWNER following the publication of the SPACE at the WEBSITE or through any of the channels provided for by the WEBSITE.

9.8. If, for any reason, the sum to be paid by the OWNER to GO—POPUP is higher than the sum to be transferred to GO—POPUP to the OWNER, the latter must deposit the corresponding surplus in the bank account indicated by GO—POPUP within a maximum period of FIVE (5) DAYS following the receipt of the corresponding invoice issued by GO—POPUP.

9.9. In any case, GO—POPUP will obtain a minimum price of TWENTY EUROS (€20) from the OWNER for each TRANSACTION, irrespective of the price thereof even if there is no price defined or it is zero or less than the minimum.

9.10 Notwithstanding the previous articles, the booking management costs, and the use of the website by the OWNER, will be free for the latter if it is applicable the MANAGEMENT ON REQUEST MODE. This method applies when the result first contact between owner and the user would have occurred through different channels WEB SITE, and the owner had invited the user to formalize the booking of a space by the platform of GO-POPUP.

9.11. Without prejudice to the foregoing, the provisions contained in these terms and conditions will be application to the extent that on these otherwise become available and/or the provisions not inconsistent with the MANAGEMENT ON REQUEST MODE.

10.- CANCELLATIONS AND REIMBURSEMENTS

10.1. GO—POPUP is not a party in the relationship between the OWNER and the USER nor does it participate in the contracting or execution of the assignment agreement. As a result, any claim, cancellation or reimbursement related to the TRANSACTION must be managed directly by the OWNER and the USER.

10.2 In order to define a standard of returns to be carried out in the case of cancellation of the booking of space by the user, GO-POPUP has defined three

policy cancellation, the owner may choose at the time of posting space on the site web:

1) FLEXIBLE: (1 day). If the user canceled, at least 24 hours in advance to the day and time of entry of the reserve, be refunded 100% of the total price less the amount of the applicable taxes and service fees. If the user cancels with less than 24 hours in advance to the day and time of entry of the reserve they will not be reimbursed in any case. If the USER decides to leave the space ahead of time, he will be not refunded in any case.

2) MODERATE: (7 days). If the user canceled, at least 7 days in advance to the day and time of entry of the reserve, be refunded 50% of the total price less the amount of the applicable taxes and service fees. If the user cancels with less than 7 days before the date and time of entry of the reserve they will not be reimbursed in any case. If the USER decides to leave the space ahead of time, not be refunded in any case.

3) STRICT: (30 days). If the user canceled, at least 30 days in advance to the day and time of entry of the reserve, be refunded 50% of the total price less the amount of the applicable taxes and service fees. If the user cancels with less than 30 days prior to the day and time of entry of the reserve they will not be in any case. If the user decides to leave the space ahead of time, he will not be reimbursed in any case.

In the event of cancellation of space by the user according to these defined policies, GO-POPUP will make corresponding efforts to facilitate economic transactions associated with the case, within a maximum of thirty (30) days.

10.3. Eventually, GO—POPUP may establish communications channels or mechanisms to facilitate discussions between the OWNER and the USER; said channels will be limited to transferring the information provided by one of the parties to the other, the address or contact details provided by the recipient to GO—POPUP. Under no circumstance may GO—POPUP be held liable for the receipt of any communications from the other party or the proper resolution of any incidents or claims filed by the OWNER or the USER.

10.4. Without prejudice to the foregoing, if the USER formulates a claim or cancellation through GO—POPUP (outside of the cases defined in the standard defined for space cancellation policy), the latter may withhold the full price deposited by the USER upon notification of the incident to the OWNER up to the date the OWNER proves it has reached an agreement with the USER. If said proof is not provided within a period of THIRTY (30) days after the date the communication was sent to the OWNER, GO—POPUP may reimburse the USER on behalf of the OWNER following a settlement through any available

means for the price of its services chargeable to the OWNER, considering the booking as finalized for all purposes.

10.5. If the claim or reimbursement (outside of the cases defined in the standard defined for space cancellation policy) occurs after the date on which GO—POPUP has transferred the price of the TRANSACTION to the OWNER, GO—POPUP will not return any sum to the USER.

10.6. In relation to the additional services included in the PRODUCT-SOLUTION, they will usually be provided by GO—POPUP partner companies for this purpose. Any claim relating to the provision of services by partner companies must be processed via GO—POPUP which will send it on to its partners and will intermediate in order to find a resolution. If a full or partial return of the price of said services is properly justified, GO—POPUP agrees to return said sum within the maximum period established by law. Under no circumstance will GO—POPUP be liable for any service provided by a third party.

11.- USER RESPONSIBILITIES AND OBLIGATIONS

11.1. USER registration at the WEBSITE implies the acceptance of the Terms and Conditions of Use, the Privacy and Data Protection Policies and any other legal text applicable to the relationship between GO—POPUP and the provision of its services.

11.2. USERS are the sole parties responsible for the veracity and accuracy of the data provided to GO—POPUP, to the OWNERS and the rest of the USERS; GO—POPUP may immediately suspend or cancel the USER's account if it has any doubts as to the veracity or updating of the data provided.

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

11.4. USERS are the sole parties responsible for updating their profile data when said data provided changes or needs to be updated; GO—POPUP will not review or update any information automatically.

11.5. USERS hereby undertake to use the Website for the authorized purposes and in accordance with current law. Any fraudulent or malicious use of the Website may give rise to the corresponding civil and criminal actions.

11.6. USERS may not send notifications on behalf of GO—POPUP without the Company's express consent.

11.7. The payment of the price of the TRANSACTION is one of the USER's main obligations; a breach of this obligation or an unjustified failure to make a

payment promised or taking back any payments 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.

11.8. Unless agreed otherwise with the OWNER, the USER will be the sole party responsible for hiring the people necessary to hold the events that may required.

11.9. The USER understands that each use of the SPACE may be subject to obtaining a special permit and agrees not to use the SPACE for any use other than that which is specified in the contract and agreed with the OWNER.

11.10. The USER must return the SPACE to the OWNER in perfect conditions of use and at least in the same conditions in which it was received including the maintenance and health conditions.

11.11. GO—POPUP recommends that USERS take out the civil liability INSURANCE offered by GO—POPUP given that the USER will be the sole party responsible for any damage caused to the SPACE including holding activities that reduce the market value.

11.12. The USER and the OWNER hereby expressly release GO—POPUP of any liability deriving from possible damages that may be caused to the SPACE by the USER.

11.13. GO—POPUP is not an INSURANCE provider, an INSURANCE COMPANY, the INSURANCE policy holder or beneficiary and its work is as a mere broker who facilitates the contracting of certain INSURANCE types by the parties. The INSURANCE contract conditions will be those established on the website at any given time.

12.- OWNER RESPONSIBILITIES AND OBLIGATIONS

12.1. The OWNER is the sole party responsible for entering the information corresponding to the SPACES, the assignment for use of which is offered through the WEBSITE, as well as the corresponding to any of that space-related COMPLEMENTS; this information must be accurate and up to date in order to prevent any confusion or unnecessary management expenses to the Company.

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

12.3: The OWNER must properly itemize the applicable prices showing the OWNER'S BASE PRICE and the corresponding applicable taxes.

12.4. By publishing graphic and written material on the WEBSITE, the OWNER authorizes GO—POPUP and, as necessary, grants it a license to all of the content and works published non exclusively and free of cost for the entire world and for the period of time the professional relationship exists so that GO—POPUP may publish said content on the WEBSITE and on any other WEBSITE controlled or managed by GO—POPUP, or in any SPACE or WEBSITE in which GO—POPUP carries out promotional actions.

12.5. The OWNER hereby declares that it is the owner or holds the intellectual and industrial property rights, image rights and any other rights needed to use and exploit the content in the manner described in these conditions both on its behalf as well as by GO—POPUP.

12.6. The OWNER will be held liable towards 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, in particular, for the breach of third party rights as a result of the use of materials provided by the OWNER.

12.7. The OWNER is the sole party responsible for the maintenance of the SPACES and the provision of the services offered as COMPLEMENTS of the same, as well as for the payment of taxes, utilities, expenses and associated fees.

12.8. In particular, the OWNER is the sole party responsible for requesting and maintaining valid all necessary business permits to use or hold the activities declared as permitted at the space, as well as licenses or permissions required for the provision of the services offered as COMPLEMENTS of the same. The OWNER and the USER release GO—POPUP of any liability related to compliance with the law by the OWNER with respect to its space and their related Complements. If the OWNER is a manger –not an OWNER- of the SPACE, it must be able to prove this representation in writing upon request of the CLIENT.

12.9. GO—POPUP will not verify the information provided by the OWNER with respect to the sizes, authorizations, licenses and availability of the SPACES or its complements unless expressly declared otherwise on the SPACE data sheet.

12.10. The OWNER of the SPACE must assign it in perfect conditions of use including all basic utilities and the safety, health and hygiene conditions required by the law and with the permits obtained for the uses offered. In the case of providing space-related Complements, the OWNER must comply scrupulously with description, condition, quality and permits related to the provision of the services offered as COMPLEMENTS of the same.

12.11. The USER and the OWNER expressly authorize GO—POPUP to register and store all communications exchanged through its systems for a period of two (2) years for the purpose of ensuring compliance with its obligations and the law.

12.12. Contracting a SPACE off the WEBSITE when the USER gained knowledge of it through said WEBSITE is not regulated by these conditions without prejudice to being subject to the payment of the price of the services offered by GO—POPUP by the OWNER pursuant to the provisions of these conditions.

12.13. The OWNER hereby agrees that contracting the SPACES (or the related COMPLEMENTS contracted in the same transaction) with the USERS off the WEBSITE when they gained knowledge of them through the WEBSITE is a breach of these conditions except when the OWNER immediately declares the situation to GO—POPUP and pays the price of its services; a breach of this obligation may lead to the immediate suspension or cancellation of the OWNER's account and the USER's account by GO—POPUP besides generating a claim for the payment of the price and any corresponding interest.

12.14. The OWNER must respond to the USER immediately after receiving an application for a BOOKING; GO—POPUP may cancel these applications if the OWNER does not respond within a period of forty-eight (48) hours following the mailing of the request.

12.15. The OWNER will issue the corresponding invoice in the name of the USER for the price of the SPACE assignment, for the complete TRANSACTION cost with the itemization established by the law without deducting the price of the services of GO—POPUP which will be subject to the corresponding invoice.

12.16. The OWNER hereby acknowledges that the service offered by GO—POPUP will be provided "as is" meaning it may not demand the implementation of specifications or special functionalities. Moreover, the OWNER hereby acknowledges that GO—POPUP does not guarantee or ensure in any way a certain occupancy percentage of the SPACES.

12.17. When accepting each one of the bookings, the OWNER accepts the contracting of mandatory civil liability INSURANCE covering the TRANSACTION by GO—POPUP. The OWNER will be the beneficiary of said coverage and the corresponding price will be a part of the price of the GO—POPUP services in accordance with the provisions of these conditions.

13.- GO—POPUP CIVIL LIABILITY INSURANCE

GO—POPUP has contracted Civil Liability INSURANCE in order to pay for any damages suffered by the OWNER in relation to the use of the SPACE by the USERS. The contracting of this INSURANCE will not constitute any assumption

of liability by GO—POPUP nor will it lead to the elimination of the liability of the USERS whom shall in any case respond to the OWNER, to GO—POPUP and, where applicable, to the INSURANCE company for any damages caused to the SPACE.

14. CANCELLATION INSURANCE

14.1. GO—POPUP offers to the USERS the possibility of contracting of a SPACE reservation cancellation insurance. The insurance coverage aims to provide legal defense to the USERS so that they can claim damages caused by cancellation of a reservation by the OWNER.

14.2. The resulting compensation shall never exceed twice the amount paid for the space reservation, having deducted the commissions.

For more information see the following link:

<https://www.gopopup.com/en/page/aseguradora/>

15. OTHER INSURANCES OFFERED BY GO—POPUP

15.1. GO—POPUP offers to the USERS other insurance coverages listed below:

15.1. Contractual legal assistance insurance: The insurance coverage is intended to provide legal protection to the USERS to claim damages incurred upon signing the contract.

15.2. Contingency insurance: The insurance coverage is intended to cover the costs generated by external contingencies that may cause an event.

For more information see the following

link: <https://www.gopopup.com/en/page/aseguradora/>

16.- USE OF INTELLECTUAL PROPERTY AND TRADEMARKS. COMMERCIAL COMMUNICATIONS

16.1. The OWNER and the USER hereby authorize GO—POPUP to use their name and commercial symbols or distinctive signs for commercial purposes and in promotional SPACES such as but not limited to Google Adwords.

16.2. The OWNER and the USER hereby accept that promotional and commercial materials and communications may be sent on behalf of GO—POPUP. GO—POPUP may send these materials to the SPACES so the OWNERS can post or install them on the premises for promotional purposes.

17.- APPLICABLE LAW AND COMPETENT JURISDICTION

17.1. These General Terms and Conditions and all documents formalized in virtue thereof shall be interpreted and executed in accordance with Spanish law.

17.2. If any provision of these General Terms and Conditions are prohibited or not valid under current law, such provision shall only be invalid to the extent that it is affected by such prohibition or invalidity and none of the other stipulations or provisions contained therein will be affected.

17.3. Any dispute that may arise between the OWNER and the USER with the Company related to the content of these General Terms and Conditions shall be submitted to the jurisdiction of the Courts and Tribunals of the city of Barcelona with the parties expressly waiving any other jurisdiction that would otherwise apply. If the event of claims formulated by consumers or USERS, the rules of jurisdiction allocation shall apply.

17.4. Likewise, as an entity attached to CONFIANZA ONLINE and in terms of its ethical code, disputes relating to recruitment and advertising online, data protection and protection of minors, the USER can go to the out-of-court settlement of disputes of trust ONLINE (www.confianzaonline.es) system.