

STANDARD CONTRACT

1. SCOPE

1.1 Terms and conditions . This Agreement (the "Standard Agreement") sets forth the terms and conditions applicable to the licensing of the Pleasepoint Product by the licensor ("Licensor") by the Party (defined below) subscribing to the Product ("Buyer").), available as a SaaS service from the licensor's computing environment. This Standard Agreement only applies if the Product is expressly offered pursuant to the Standard Agreement. Buyer's offer of Product pursuant to this Standard Agreement and purchase of the applicable Subscription constitutes each Party's respective acceptance of this Standard Agreement and its execution of this Agreement (defined below), and this Agreement shall be effective on the Buyer's purchase date. of the corresponding Subscription.

1.2 Product Subscription. Licensor will honor Buyer's Subscription. A Subscription, as described in the applicable Product Listing and the applicable purchase transaction. The price and term of the Subscription (if not on demand) are set out in the Product Listing. Additional information about the Product and services that are included or referenced in the Product Listing are part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography).

1.3 Agreement. Each Subscription is subject to and governed by this Standard Agreement, the applicable Product Listing, the Privacy and Security Terms for SaaS Services Subscriptions, and any modifications to any of the foregoing as agreed between the Parties pursuant to Section 12.3, which together constitute the entire agreement between Buyer and Licensor (the "Agreement"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any modifications agreed to by the Parties; (b) the Privacy and Security Terms for Subscriptions to SaaS Services; (c) the Product Listing; and (d) this Standard Agreement.

2. LICENSES

2.1 Licensed Materials

2.1.1 If the Subscription is for a Product, or includes a component of the Product, implemented through the SaaS Service, the Licensor grants to the Buyer during the term of the Subscription, a non-exclusive worldwide, non-transferable, non-terminable license under all proprietary rights in the Product, or the applicable component of the Product, to access and use the Product. through the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and the SaaS Service, in accordance with the Product Listing, the use purchased in the Subscription and the terms and conditions of the Agreement .

2.1.2 Buyer may use the Product only: (a) to support the internal operations of Buyer's business and its Affiliates or organization(s); (b) in connection with the products and services of Buyer and its Affiliates (but, for clarity, not as a separate product or service of Buyer or its Affiliates); and/or (c) in connection with Buyer's and its Affiliates' interactions with Users.

2.1.3 Buyer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all do you copy. Licensor retains all rights not expressly granted to Buyer under this Agreement.

2.2 Affiliates and Contractors. With respect to Affiliates and Contractors whom Buyer permits to use the Licensed Materials: (a) Buyer remains responsible for all obligations arising in connection with such Affiliate or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly responsible for any act or omission of such Affiliate or Contractor to the same extent as if the act or omission were performed by Buyer, such that a breach by an Affiliate or Contractor of the provisions of this Agreement shall be deemed a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer shall be deemed to be an act or omission of Buyer.

2.3 Restrictions. Except as specifically provided in this Agreement, Buyer and any other Buyer of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to third parties; (c) modify, adapt, translate, make alterations or make derivative works based on the Licensed Materials or any part thereof; (d)

except as permitted by Law, decompile, reverse engineer, disassemble or attempt to derive the source code, algorithms or underlying structure of the Product; (e) use, rent, loan, sublicense, lease, distribute or attempt to grant other rights in any part of the Licensed Materials to any third party; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) allow any third party access of any kind to the Licensed Materials.

3. REGISTRATION CONDITIONS

Buyers must register in the SaaS service through the form created for this purpose, for which they will have to follow the instructions indicated therein and provide the required data.

The Buyer is identified through the data provided in the order or registration form, and is responsible for their veracity, updating and accuracy. The Buyer declares that he or she is over 18 years of age, has the legal capacity to enter into contracts, and acts in his or her own name as a natural person or on behalf of a legal entity. In this second case, the Buyer expressly declares to have sufficient power for said representation. The Center may not respond to order requests or cancel Buyer accounts when the data provided is inaccurate, false or incomplete.

The Buyer will be solely responsible for selecting a password with an adequate level of security. To this end, the Buyer is recommended not to choose obvious combinations as passwords that allow them to be easily deciphered by a third party. The Buyer will be responsible for safeguarding and keeping secret in relation to its password, and must not provide it to any third party. In the event that you suspect that your password has been known by a third party, you must immediately proceed to modify it.

4. SERVICES

1. Pleasepoint Service

Pleasepoint makes available to its Buyers a platform through which they can contract the online Buyer management, capture, storage and personalized communication software for companies (the "Services").

The Buyer will be able to have a complete view of his company's activity through the use of the functionalities offered by the Pleasepoint Buyer management tool (the "Pleasepoint Tool"). Through the Pleasepoint Tool the Buyer will be able to:

- Customize the Pleasepoint Tool to adapt it to their business;
- Manage your Buyers' information in a single application;
- Give access to other users who are part of your work team, as well as organize them into groups. In this case the Buyer, owner of an active user account, may appoint administrators. Likewise, the Buyer who owns the account may give permission to other users to download or export the complete data of the Buyers;
- Capture leads through the creation of landing pages , plugins and coupons;
- Import information about your Buyers and/or leads that you have in other applications, as well as import any DB that the Buyer considers necessary;
- Export the information hosted on Pleasepoint to other files
- Send communications through emails, SMS and push and monitor them ;
- Profile, segment, qualify, sort and identify Buyers; and
- Storage of all data incorporated by the Buyer on the platform.

2.Contracting of Services

The Buyer , prior to contracting the Services, may consult the rate policy in which the characteristics and functionalities of these will be detailed.

3.Payment and Cancellation Policy for Services

The Buyer must complete the form with the data marked as mandatory. You must select the payment method and enter the data for it according to the chosen method.

The Buyer must add their bank details (card) to their Buyer account once it has been activated, so Pleasepoint will make a charge every month for the amount equivalent to a monthly or annual payment for the contracted service. The Buyer will be notified of the charges made by email.

Buyer may cancel their Buyer account at any time through the tool enabled for this purpose in the control panel.

The Buyer must keep in mind that once they cancel their Buyer account, they will be responsible for exporting all the information contained in the Pleasepoint Tool, since from the moment they cancel as a Buyer, all data may be deleted.

Once the Services are cancelled, the Buyer will not be able to access their data or any type of information contained in the Pleasepoint Tool.

1. Accounts in a state of non-payment

In the event that the Buyer defaults on the services, and therefore cannot access them. Pleasepoint will follow the following process for processing the data that the Buyer has stored in their Pleasepoint account:

- At the time the account enters the “unpaid” status, account users can only access the page or edit your payment method in Pleasepoint, without access to the rest of your Pleasepoint account.
- On the 15th day of the account being in “unpaid” status, the account goes to “suspended” status, in which account users cannot access anything in their account. In the event that the Buyer wants to access the account, they must contact Pleasepoint through the contact form on the Pleasepoint home (<https://www.pleasepoint.com>) or through the email hello@pleasepoint.com and so that the Pleasepoint team can rehabilitate the account so that the Buyer can access or edit their payment method.
- On the 27th day of the account being in “unpaid” status, the account goes to “closing” status.

In any case, Pleasepoint will contact you through the email provided by the Buyer, informing you of the process and its consequences.

2. Accounts in canceled status

In the event that the Buyer cancels his account, Pleasepoint will follow the following process of processing the data that the Buyer has stored in his Pleasepoint account:

- At the time the Buyer cancels his account, he will continue to have access to your Pleasepoint account for the remaining unused but paid time.
- At the moment the account enters the “cancelled” status, that is, it has consumed the entire period already paid, the account users cannot access anything in their account. In the event that the Buyer wants to access the account, they must contact Pleasepoint through the contact form on the Pleasepoint home (<https://www.pleasepoint.com>) or through the email hello@pleasepoint.com and so that the Pleasepoint team can rehabilitate the account so that the Buyer can access or edit their payment method.

In any case, Pleasepoint will contact you through the email provided by the Buyer, informing them of the process. and its consequences.

4.Email Marketing Service: Anti-spam policy

Pleasepoint offers its Buyers a software service so that they can send communications, based on permissions, to their current and potential Buyers. Therefore, sending unsolicited email through

our system is prohibited. Pleasepoint considers an email message as unsolicited if the recipient has not clearly and categorically given the sender permission to receive email messages from that sender. Thus, we prohibit Buyers from using purchased, shared, marketed or aggregated lists. Likewise, sending content from third parties is prohibited. All of our Buyers are required to comply with this policy. In the event that Pleasepoint discovers that any Buyer is sending unsolicited emails, we will stop providing our services to such Buyer. As a measure to avoid Spam, it is mandatory to verify the ownership of the domain by the Buyer. In addition, we have two mechanisms so that the Buyer can unsubscribe easily and quickly, either by receiving the email through a visible link or by marking the email as Spam (if the ISP returns said information to us). The platform manages cancellations automatically.

The Buyer will hold Pleasepoint harmless from any third-party claims that it may receive as a result of non-compliance with the provisions of this section.

Current legal regime

Commercial communications and promotional offers will be governed, in addition to Law 34/2002 or LSSI, by its own regulations and the current regulations on commercial and advertising matters.

Likewise, Regulation (EU) 2016/679 of April 27, 2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data will apply and which repeals Directive 95/46/EC ("GDPR"), regarding the obtaining of personal data, information to interested parties and the creation and maintenance of personal data files.

Next, the different articles of Law 34/2002 or LSSI will be analyzed:

Conditions on the communication to be sent:

According to article 20 of Law 34/2002 or LSSI, the communications to be sent must include certain information and meet the requirements set out below:

Commercial communications made electronically must be clearly identifiable as such and must indicate the natural or legal person on whose behalf they are made.

In the case of promotional offers, such as those that include discounts, prizes and gifts, and promotional contests or games, prior authorization must be ensured, in addition to compliance with the requirements established in the previous section and in the regulations. of commerce, that they are clearly identified as such and that the conditions of access and, where appropriate, participation are easily accessible and expressed in a clear and unequivocal manner.

When sending communications via email is prohibited.

According to article 21 of Law 34/2002 or LSSI, it is prohibited to send advertising or promotional communications by email or other equivalent means of electronic communication that have not previously been requested or expressly authorized by their recipients.

In the event that the recipients have maintained commercial relations with the issuer, sending communications via email is authorized, provided that these refer to products or services offered by the issuer and that they are similar to those that were initially the subject. of recruitment.

That is why you will be able to send communications via email to your Buyers, both current ones and those who had business relations with you in the past, as long as you respect the conditions on the pieces or communications to be sent and the rights of the recipients that are explained in the fourth section of this document.

Rights of recipients.

According to article 22 of Law 34/2002 or LSSI, the rights of the recipients of commercial communications through email are the following:

If the recipient of services must provide their email address during the contracting or subscription process to some service and the provider intends to use it later to send commercial communications, they must inform the Buyer of this intention and request their consent to receive said communications, before completing the contracting procedure.

The recipient may revoke the consent given to receive commercial communications at any time

by simply notifying the sender of his or her will.

To this end, service providers must enable simple and free procedures so that service recipients can revoke the consent they have given.

Likewise, they must provide information accessible by electronic means about said procedures.

5. LICENSE TO USE THE PLEASEPOINT TOOL

The Buyer is granted a non-exclusive, non-transferable license for a worldwide geographic scope and for the duration in which the Buyer does not unsubscribe from Pleasepoint, to install and use the Pleasepoint Tool in a device you own. Under no circumstances may the Buyer rent, lease, lend, sell, distribute or sublicense the Pleasepoint Tool to third parties.

Unless expressly indicated otherwise, any use of the Pleasepoint Tool for a purpose other than that stated above will require prior authorization from Pleasepoint. In particular, but without limitation, the Buyer will require authorization to: (i) Reproduce or transform the Pleasepoint Tool for the purpose of correcting errors; and (ii) make successive versions of the Pleasepoint Tool or programs derived from it.

Buyer is not authorized to decompile, disassemble, reverse engineer, decrypt or otherwise modify the Pleasepoint Tool and/or its source code. However, the Buyer will be entitled to observe, study, verify its operation, without prior authorization from Pleasepoint Tool, when such acts are necessary for the use of the Pleasepoint Tool. The use of the Pleasepoint Tool does not require making any backup copy, so the Buyer will refrain from making it.

6. PRIVACY AND BUYER DATA

Pleasepoint will ensure that personal data is collected, stored and processed by Buyers only to the extent necessary for the performance of the contract and permitted by law or as ordered by the legislator. Pleasepoint will treat personal data confidentially and in accordance with applicable data protection regulations and will not disclose it to third parties, unless this is necessary for the fulfillment of contractual obligations and/or there is a legal obligation to transmit it to third parties.

Pleasepoint has adopted the necessary technical and organizational measures to maintain the required level of security, according to the nature of the personal data processed and the circumstances of the processing, in order to avoid, to the extent possible and always in accordance with the state of the art, its alteration, loss, treatment or unauthorized access.

Use of the Service requires Pleasepoint to process personal data on behalf of the Buyer. For this, the formalization of a personal data processing agreement is required. The parties agree that the Buyer who has contracted the Services is the Data Controller for any information uploaded to the Pleasepoint management tool and may modify or delete this information as necessary. Pleasepoint is at all times the Data Processor and processes the data on behalf of the person responsible, that is, the Buyer.

The Buyer confirms that he is authorized to instruct Pleasepoint to process such information and that all instructions given will be lawful.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the information contained in the Pleasepoint Tool, including its graphic design and source code, are protected by copyright and other rights included in Royal Legislative Decree 1/1996, of April 12, which approves the Consolidated Text of the Intellectual Property Law, and the rest of the regulations that regulate Intellectual Property.

These rights belong exclusively to Pleasepoint or its licensors, therefore, any act of reproduction, distribution, transformation or public communication, as well as any type of transfer, of all or part of the content of the Pleasepoint Tool is expressly prohibited. and in general any act of exploitation of all or part of the content (images, texts, design, indexes, forms, etc.) as well as the databases and the

software necessary for the visualization or operation of the same and of any object that, according to current legislation, is protectable by intellectual property regulations. Under no circumstances may

Buyers exploit or use commercially, directly or indirectly, in whole or in part, any of the contents, with the exception of the photographic contents provided by them, that make up the Pleasepoint Tool without prior written authorization. of its owner.

Pleasepoint expressly reserves any civil and criminal actions, under Spanish and foreign legislation, that may apply as a result of the violation of the peaceful possession and/or unauthorized ownership of industrial and intellectual property rights.

8. TECHNOLOGICAL LIMITATIONS

We inform the Buyer that, as a result of carrying out maintenance work, in certain cases temporary interruptions may occur in the Pleasepoint Tool.

We also inform the Buyer that, in addition to those indicated above, there are a wide variety of factors that may affect the Pleasepoint Tool and/or its quality, such as, but not limited to: environmental conditions, network saturation, connectivity, third party software, etc.

You can contact us through the following email address to send us any errors you detect, as well as comments and suggestions: hello@pleasepoint.com

9. PROHIBITED USES

The Buyer may only use the Pleasepoint Tool for professional purposes and within the scope established in these Conditions of Use.

The Buyer will refrain from using the Pleasepoint tool to carry out any illegal activity. In particular, but without limitation, the Buyer will refrain from using the Pleasepoint Tool to:

- Harass or disturb third parties and/or violate their privacy;
- Impersonate other Users or third parties;
- Include information, comments, images or content that may be considered defamatory, racist, sexist, discriminatory, pornographic, violent, or that in any way contradict public order or are clearly illicit;
- Undermining the reputation, image and honor of other Users or third parties; and-
- Transmit unsolicited or authorized advertising.- Carry out fraudulent acts.- Do not introduce or spread data programs (viruses and harmful software) on the network that may cause damage to the computer systems of the access provider or third-party users.

The Buyer undertakes to send Email Marketing campaigns to quality databases that are "opt in". This means that all people who are included in the lists have agreed to receive emails with communications, newsletters and/or promotions from the company. Likewise, Pleasepoint reserves the right to block the account or delete the Buyer profile when it identifies bad practices in sending massive email campaigns, in particular, but without limitation:

Carrying out email marketing campaigns to contacts without double confirmation of the participation of said contact (known as "Double Opt in"). When the percentage of "not sent" emails in two campaigns is greater than 5%.

The Buyer will not carry out any activity that may cause damage or harm to any third party as well as to Pleasepoint and its operation and/or development.

In the event that a Buyer is aware that a third party carries out any of the aforementioned conduct, we ask that you notify us through the following email address hello@pleasepoint.com, so that we can adopt the appropriate measures.

However, in the event of any conduct that goes against morality and public order, Pleasepoint will proceed to block or delete the Buyer's profile, without prejudice to any legal actions that may be taken against those responsible for them.

10. LIABILITY

Except in the case of intent or gross negligence on the part of Pleasepoint, we will not be liable to the Buyer for damages arising from incorrect use of the Services, or failure to comply with the recommendations or instructions provided by Pleasepoint.

11. EXEMPTION OF LIABILITY

Pleasepoint is exonerated from all liability related to:

- The operation of the Pleasepoint Tool, including causes of force majeure, or any other causes beyond the control of Pleasepoint, which is not fully operational, or possibly lacks the minimum functionality to manage the relevant service.

- Possible errors or security deficiencies that could occur due to the use, by Users, of a browser of an outdated or insecure version, as well as by the activation of devices for preserving passwords or identification codes of the Buyer . in the browser or for damages, errors or inaccuracies that may arise from its malfunction.

- For direct or indirect damages that may be caused by the information transmitted or communicated in the Pleasepoint Tool or in its electronic communications, including without limitation technical or human errors in the published data.

- The contents of the Services and especially the Pleasepoint Tool , since it cannot give guarantees or security, expressly or tacitly, implicitly or explicitly, regarding the accuracy, veracity or integrity of the information offered or referenced therein. Pleasepoint is not responsible for the consequences derived from actions or claims that third parties execute by referring to or invoking, either directly or indirectly, the information included in the Services. In any case, Pleasepoint applies the greatest efforts, both technical and human, to keep its Services updated, complete and truthful.

- Damages, including but not limited to: direct or indirect, inherent or consequential damages, losses or expenses, arising in connection with this Service or its use or inability to use by any party, or in connection with with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or system or line failure.

The Buyer will be liable for damages of any kind due to illicit or fraudulent acts as well as any damages or losses that Pleasepoint or its Users may suffer as a consequence, direct or indirect, of non-compliance by the Buyer with these Conditions of Use, reserving Pleasepoint those actions to which you are entitled before the relevant judicial or police authorities.

Although it uses its best efforts, Pleasepoint cannot guarantee Buyers continued and uninterrupted access and use of the Services offered.

12. CLOSURE OF THE BUYER'S ACCOUNT AND SUSPENSION OF THE SERVICE

Pleasepoint may withdraw or suspend at any time and without prior notice the provision of the Services to those Users who fail to comply with the provisions of the Terms and Conditions.

Pleasepoint guarantees to always act in accordance with applicable regulations.

13. CONTACT AND WRITTEN COMMUNICATIONS

The applicable regulations require that part of the information or communications that Pleasepoint sends to the Buyer be in writing. By accepting these Terms of Use, Buyer agrees that most communications with Pleasepoint will be electronic. Pleasepoint will contact the Buyer via email. The Buyer consents to the use of this electronic means of communication and acknowledges that all notices, information and other communications that Pleasepoint sends to it electronically comply with the legal requirements of being in writing.

For any query or incident, complaint or claim related to the Services, the Buyer may contact Pleasepoint by sending an email to the following address hello@pleasepoint.com

14. APPLICABLE LEGISLATION

These Conditions of Use have been prepared in accordance with the provisions of Law 34/2002, on Information Society Services and Electronic Commerce, Law 7/1998 on General Contracting Conditions, the Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, Law 7/1996, of January 15, on the Regulation of Retail Trade , and any legal provisions that may be applicable.

15. JURISDICTION AND APPLICABLE LAW

These Conditions of Use are governed by Spanish law. For the resolution of any controversy or question regarding these legal conditions, they will be resolved before the Courts and Tribunals of the city of Barcelona (Spain)..

In compliance with the provisions of Directive 2013/11/EU of the European Parliament and of the Council. , of May 21, 2013, on alternative resolution of consumer disputes, and Regulation 524/2013 of the Parliament and of the Council, of May 21, 2013, on online resolution of consumer disputes , we inform all Users that they may carry out their consumer complaints through the online dispute resolution platform which they can access through the following link <http://ec.europa.eu/consumers/odr/>

PROCESSING OF PERSONAL DATA

1. DEFINITIONS

RESPONSIBLE: Data controller: the entity that defines the purposes and means of processing personal data, in this case the buyer of the license

PROCESSOR: Processor: the entity that processes personal data on behalf of the controller, in this case the seller of the license. PLEASE NETWORKS, SL with commercial name PLEASEPOINT NIF: B64230832

Each party will comply with all Data Protection Laws and any implementation of such Laws.

2. PROCESSING OF PERSONAL DATA

1. Collection of personal data

1. If you hire our Buyer management tool or other online services

To use the Pleasepoint tool, you must first register. When you register, you must enter an email address and password; This way, you can create an account with us and log in.

To fully use our services, you may need to enter more personal data.

We use your name and contact information for the following purposes: - To know who our contracting party is. - For the justification, structure, processing and change of the contractual relationship with you regarding the use of our services. - To verify the plausibility of the information entered.- To contact you, if necessary.

Likewise, during the process of contracting our services, additional economic or financial data may be requested (such as your credit or debit card number) in order to carry out the execution and billing of the services.

2. Third parties with whom you share the service.

With our services, you can enter third party data, allow third parties access to your account,

connect your account with third parties. Of course, we also respect the privacy of third-party data.

Under our Terms and Conditions, you are obliged to process such data with due care. Additionally, you are responsible for any third-party data that you enter into the Pleasepoint management tool. You or the third party to whom you have granted access to your data are responsible for the data, therefore we recommend that you act with due diligence and adopt the necessary measures to correctly manage access to your Buyer account in the tool.
Pleasepoint management

The Buyer must notify Pleasepoint of any modification that may occur in the data provided, being responsible in any case for the veracity and accuracy of the data provided at all times.

2. Purpose and legitimacy of the processing

Pleasepoint may process the personal data of Users/ Buyers for the following purposes:

- **Contracting of Services:** Manage the contracting of products and services, as well as for the management of the contractual relationship between Pleasepoint and the Buyers. During the contracting process, financial data (bank cards) or insurance may be collected in order to communicate them to the entities that manage the collection. This purpose responds to the free and legitimate acceptance of the legal relationship between the Buyer and Pleasepoint that implies the connection of this processing with third-party files for the fulfillment of the specified purposes.

The basis for legitimizing data processing will be the consent granted by the Buyer when registering through the registration form and selecting the acceptance box for our privacy policy before sending your request. The Buyer has the right to revoke his consent at any time without affecting the legality of the treatment based on the consent prior to its withdrawal.

- **Access to the private area:** Manage the registration and subsequent data that Users may generate through said area in order to carry out the general administration of their account, maintenance, control and management of the Buyer's requests, as well as the managing your relationship with Pleasepoint.

3. Conservation of Data

Users and/or Buyers are informed that their personal data will be kept for the time strictly necessary for the purposes of the processing for which they have been provided, provided that the User and/or Buyer has not revoked their consent. and, in any case, following the principle of data minimization contemplated in the applicable regulations. In particular, the personal data provided by Users and/or Buyer will be kept for the period determined based on the following criteria: (i) legal obligation of conservation; (ii) duration of the contractual relationship and attention to any responsibilities arising from said relationship; (iii) request for deletion by the interested party in the cases where appropriate.

4. Rights of Users and/or Buyers

The User and/or Buyer has the right to access their data and obtain confirmation of their processing, as well as a copy of the personal data being processed. You have the right to update them and request rectification of data that is inaccurate or request deletion when the data is not necessary for the purposes for which it was collected. You can request limitation in the processing of your data and oppose its processing by revoking your consent, as well as exercise the right to data portability. Likewise, you have the right not to be subject to decisions based solely on the automated processing of your personal data. You can exercise your rights by contacting us Paseo de la Bonanova,4 08022 Barcelona. Email: hello@pleasepoint.com

If you consider that your rights have not been duly attended to, you have the right to file a claim with the Spanish Data Protection Agency www.aepd.es

or to our Data Protection Officer at dpo@pleasepoint.com

5. **Updating data**

It is important that so that we can keep the personal data updated, the Buyer always informs us that there has been any modification to them, otherwise, we are not responsible for their veracity .

The Buyer guarantees that the personal data provided is true, guaranteeing that all the information provided corresponds to the real situation, that it is up to date and accurate, and is obliged to communicate any modification.

3. **DATA PROCESSING**

This agreement constitutes the legal basis of the contractual relationship between you, the Buyer, as the Data Controller of personal data and Pleasepoint, the service provider, in its capacity as Data Processor of said data.

In this section we explain how the data for which you are responsible may be processed and its purpose.

Due to our volume of Buyers, it would be impossible to enter into individually signed agreements with all our Buyers - Data Controllers - therefore, the acceptance of these Conditions of Use implies the celebration of the data access agreement (DAA), in compliance with the provisions established in the GDPR.

This AAD assures you that Pleasepoint, as data processor, complies with the requirements stipulated in data protection regulations.

By contracting our services, you, as the Buyer and Data Controller, accept that Pleasepoint acts as data processor as well as the following obligations indicated below.

1. **Responsibilities of Pleasepoint as Data Processor**

Pleasepoint must process all personal data following the instructions of the Data Controller. By entering into this Agreement, you will process the Buyer's personal data (i) in accordance with all national and European laws; (ii) complying with your obligations under the terms of the service application; (iii) according to Buyer's instructions, as described in the agreement.

As the party that provides the Buyer management tool , Pleasepoint is required to provide the Buyer with appropriate solutions to accompany the continuous development of its business through the use of the service. Pleasepoint will track how the Buyer uses the Buyer management tool to make the best suggestions, provide relevant services at all times and commit to sending the most accurate communications in order to achieve ease of use and Buyer satisfaction. To the extent that the Buyer Management Tool's processing of personal data is part of this, it is processed only in accordance with this AAD and applicable law and will be shared only as necessary to provide a better experience. in the Buyer in relation to the services.

Taking into account the available technology and the cost of implementation, as well as the scope, context and purpose of the processing, Pleasepoint is required to take all reasonable measures, including technical and organizational measures, to ensure a sufficient level of security in relation to with the risk and category of personal data to be protected. Pleasepoint shall assist the Buyer with appropriate technical and organizational measures as necessary and taking into account the nature of the processing and the category of information available to Pleasepoint to ensure compliance with the Buyer's or data controller's obligations under data protection laws. of applicable data.

Pleasepoint, within the framework of the provision of services, undertakes to:

- (i) Process said data following at all times the documented instructions of the Buyer with the exclusive purpose of making the necessary communications;
- (ii) Guarantee that the persons authorized to process personal data undertake to respect their confidentiality;
- (iii) Take the measures that are necessary in order to guarantee the security of the data to which you have access;
- (iv) Do not resort to another person in charge without the express prior written authorization of the Buyer. In the event that Pleasepoint, in its capacity as Data Processor, uses another processor to carry out certain processing activities on behalf of the Buyer, the same processing obligations will be imposed on this other processor, by means of a contract or legal act. data protection other than those stipulated in this agreement and in particular the provision of sufficient guarantees of application of appropriate technical and organizational measures so that the processing is in accordance with this agreement;
- (v) Assist the Buyer, taking into account the nature of the processing, through appropriate technical and organizational measures, whenever possible, so that it can comply with the obligation to respond to requests that are intended to exercise the rights. rights of interested parties;
- (vi) Help the Buyer to guarantee compliance with the obligations related to ensuring the security of the data, notify the AEPD in case of security violations, as well as communicate them to the interested parties;
- (vii) Do not communicate said data to any third party, without the authorization of the Buyer, not even for their conservation;
- (viii) Adopt, implement and comply, in the terms provided for in current regulations and their implementing regulations, with the necessary technical and organizational measures that guarantee the security of personal data and prevent its alteration, loss, processing or access. not authorized in accordance with the corresponding level of security, taking into account the nature of the personal data subject to access or processing;
- (ix) Once the provision of the services object of this Contract is completed, Pleasepoint undertakes to destroy all personal data received by the Buyer, as well as media or documents that include personal data, and (x
-) Make available of the Buyer all the information necessary to prove compliance with the obligations established in this section, as well as to allow and contribute to the performance of audits by the Buyer.

2. **Buyer's Responsibilities as Controller** The Buyer represents and warrants, by accepting this Agreement, that by using the Buyer management tool it **will**

be able to freely process its data in accordance with all legal data protection requirements, including the GDPR. The Buyer gives explicit consent to the processing of his personal data at all times when using the service.

The Buyer may revoke this consent at any time, doing so will constitute the termination of the contractual relationship between the Buyer and Pleasepoint.

The Buyer has a legal basis to process personal data with Pleasepoint (including sub-processors) with the use of Pleasepoint services.

The Buyer is responsible at all times for the accuracy, integrity, content and reliability of the personal data processed through the Pleasepoint Buyer management tool.
The data controller must have a precise list of the categories of personal data it processes .

3. **Agreement for data transfer and use of subcontractors:**

To provide the service to the Buyer, Pleasepoint must subcontract third parties that provide services to it. These subcontractors may be third party suppliers both within and outside the EU/ EEA. Pleasepoint ensures that all subcontractors comply with the obligations and requirements of this AAD; specifically, that its level of data protection meets the standard required by relevant data protection laws. If a jurisdiction falls outside the EU/EEA and is not on the European Commission's approved list of satisfactory data protection levels under the GDPR, then a specific agreement is put in place between Pleasepoint and such subcontractor to ensure that it will maintain all data. personal data in accordance with the requirements of current EU data

protection laws.

This agreement constitutes Buyer's specific and explicit prior consent to Pleasepoint's use of subcontractors, which may sometimes be outside the EU/EEA or territories approved by the European Commission.

The Buyer may revoke this consent at any time, but doing so will terminate this agreement and, consequently, Pleasepoint will no longer be able to offer the service.

4. **Duration of the agreement**

The agreement remains valid as long as Pleasepoint processes personal data with the use of the service application data processor and unless it is replaced by another signed AAD that communicates its primacy over this agreement.

5. **Termination of Services**

Upon completion of the provision of services, Pleasepoint will delete all personal data to which it has had access except those that it is required to retain in accordance with the applicable legal requirements and in such case it will be stored in accordance with the technical guarantees and organizational within Pleasepoint.

The Buyer has full ability to retrieve all of their personal data from the Pleasepoint Buyer management tool. If Buyer requests data recovery assistance, the associated costs will be determined by mutual agreement between the parties and will be based on the complexity of the requested process and the time to complete it in the chosen format.

RETURN POLICY

We offer a 30-day free trial on all paid plans. During the trial period you can cancel your account without being charged anything.

Once you cancel the account, you will not be charged anything more. You will have the system at your disposal until the end date of your billing cycle. That is, if your billing period (use cycle) is the 18th of each month and you cancel on the 24th, you will have to pay for that month, that is, from the 19th to the 18th of the following month, but you will always be able to use the system until on the 18th of the following month.

To all accounts that are in their trial period and that have the payment information entered, an informative email is sent 3 days before charging them, specifying that they will be charged in a "couple" of days, as your free trial ends. In that same email it is possible for the Buyer to cancel the account with a simple click. For the equitable treatment of all our Buyers, there will be no exceptions to this Return Policy.