

# Terms of Use & Privacy Policy

Dated November 27, 2017

## Terms of Use

By downloading or using the app, these terms will automatically apply to you – please read them carefully before using the app.

We are offering you this app to use for your own personal use without cost, but the app itself, and all trademarks, copyright, database rights and other intellectual property rights related to it, still belong to the provider Company. In particular, all content including images and videos in the app are the property of the Company and you may not reproduce such content in any form.

You should be aware that you cannot send it on to anyone else, and you're not allowed to copy, translate or modify the app, any part of the app, or our trademarks in any way. You also may not attempt to extract the source code of the app.

The Company is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy below.

We do not accept any liability for any injuries, damage or losses you may incur as a result of your use of the app.

We recommend that you do not jailbreak or root your phone. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that our app won't work properly or at all.

We offer the app to you as-is and we are not responsible for the app not working at full functionality. If you're using the app outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third-party charges.

In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming.

We may update the app at any point in time. The app is currently available on Android and/or iOS – the requirements for both systems may change, and you'll need to download the updates if you want to keep using the app.

The Company does not promise that it will always update the app so that it is relevant to you and/or works with the iOS/Android version that you have installed on your device.

We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

## Privacy Policy

### **What information does the Application obtain and how is it used?**

#### **User Provided Information**

The Application obtains the information you provide when you download and use the application.

When you use or register an account on the Application, you generally provide (a) your name, email address, age, user name, password and other registration information; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information you provide us when you contact us for help; (d) credit card information for purchase and use of the Application, and; (e) information you enter into our system when using the Application, such as contact information and other Application related information.

We use the information you provided us if the application requires it to its proper functioning. Also, we use the information to generate statistics, always with anonymized data.

### **Automatically Collected Information**

In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

### **Does the Application collect precise real-time location information of the device?**

This Application does not collect precise information about the location of your mobile device, except in cases where precise real-time information is required for proper functioning of the app.

### **Do third parties see and/or have access to information obtained by the Application?**

Only aggregated, anonymized data is periodically transmitted to external services to help us improve the Application and our service. We will share your information with third parties only in the ways that are described in this privacy statement.

We may disclose User Provided and Automatically Collected Information:

- + as required by law, such as to comply with a subpoena, or similar legal process;
- + when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- + with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

## **What are my opt-out rights?**

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

## **Data Retention Policy, Managing Your Information**

We will retain User Provided data for as long as you use the Application and for a reasonable time thereafter. We will retain Automatically Collected information for up to 24 months and thereafter may store it in aggregate. Please note that some or all of the User Provided Data may be required in order for the Application to function properly.

## **Security**

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit Access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

## **Changes**

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here and informing you via email or text message. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes. You can check the history of this policy by clicking [here](#).

## **Your Consent**

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. "Processing," means using cookies on a computer/hand held device or

using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in Spain. If you reside outside Spain your information will be transferred, processed and stored there under Spain privacy standards.