

LEGAL NOTICE

In compliance with Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce and, in particular, Article 10 thereof, the following legal notice (the "**Legal Notice**") is made available to any person accessing, browsing or using the Website (the "**User**" or "**Users**").

The access, navigation and use of the website <https://www.mixoligy.com/> (the "**Website**") imply the tacit and unreserved acceptance of all the stipulations of this Legal Notice, having the same validity and effectiveness as any written and signed contract.

Their observance and compliance shall be enforceable to the User. If you do not agree with the conditions set in this Legal Notice, do not access, browse or use the Website.

1. IDENTIFICATION

- **Owner:** FINEAIR, S.L. ("**Mixoligy**");
- **Registered office:** Calle Ayala, 11, Planta 3ª, Madrid, Spain, 28001;
- **NIF/CIF:** B-09.739.145;
- **E-mail:** [***]

2. OBJECT

This Legal Notice regulates the access, navigation and use of the Website, by means of which we inform the Users about their rights and obligations in relation to the contents shown in the same, the logos and trademarks used, as well as the responsibilities that may arise from their use.

Access to the Website is free of charge except for the cost of the connection through the telecommunications network provided by the access provider contracted by the Users. The purpose of the Website is mainly to present the company FINEAIR, S.L. Mixoligy's services are provided through an App governed by its own Terms and Conditions.

Notwithstanding the foregoing, Mixoligy reserves the right to modify the presentation, configuration and content of the Website, as well as this Legal Notice, and Users are therefore recommended to review it periodically. Access to and/or use of the Website after the entry into force of its modifications or changes implies its acceptance.

3. INTELLECTUAL PROPERTY RIGHTS

The User acknowledges and accepts that Mixoligy is the exclusive owner of the intellectual, industrial or any other type of property rights relating to the Website. This includes, among others, the rights of reproduction, distribution, public communication, making available and transformation of the Website and any of its elements, including the source code, object code, technical documentation, user manual, etc., as well as any other element related to or derived from these.



By accepting this Legal Notice, no intellectual, industrial or any other kind of property rights related to the Website shall be understood as assigned in favor of the User, beyond the right to use them under the terms set forth herein.

In accordance with the above, the User agrees not to:

- i. Duplicate, reproduce, sell, rent, lease, license, distribute or otherwise use the Website software for any use other than as expressly authorized in these Terms;
- ii. Decompiling, modifying, reformatting, translating, reverse engineering, disassembling or otherwise accessing the source code of the Website's software without prejudice to applicable law expressly permitting such activities regardless of the existence of an agreement or authorization to the contrary with the User;
- iii. Split or fragment the Website into different parts or modules for independent use;
- iv. Alter or eliminate any notices related to intellectual, industrial or any other kind of property rights included in the software;
- v. Infringe the intellectual, industrial or any other type of property rights that Mixoligy holds over the Website;
- vi. Develop computer programs, applications or computer products of any other kind that fulfill a similar function to that of the private area of the Website, provided that such development is based on Mixoligy's intellectual property assets or knowledge acquired as a result of the existing contractual relationship with the User;
- vii. Register trademarks, trade names or any other distinctive sign associated or that could be associated with the Website.

In order to allow Mixoligy to effectively control and defend its intellectual property rights, Mixoligy may collect information, as well as any other data that may be relevant to verify the effective use of the Website.

In this sense, Mixoligy is entitled to use the information collected during the use of the Website as effective evidence of the use of the Website in any type of cause and proceeding of any nature, whether against the User or against any third party.

Mixoligy is the owner or, if applicable, has the corresponding licenses over the intellectual, industrial, image or any other analogous rights over the Website, as well as over all the contents offered therein, including, but not limited to, photographs, illustrations, logos, trademarks, graphics, designs, interfaces, or any other information or content included therein.

Users only have a non-exclusive right of use, within a strictly personal scope and for the sole purpose of browsing the Website in accordance with this Legal Notice.

4. RULES OF USE OF THE WEBSITE

Access to or use of the Website for illegal or unauthorized purposes, with or without economic purpose, is not permitted and, therefore, its consequences shall be the sole responsibility of the Users. In particular, and without limitation to this list, it is prohibited:

- (i) use the Website in any way that may cause damage, interruptions, inefficiencies or defects in the operation of these or third party devices;
- (ii) use the Website for the transmission, installation or publication of any viruses, Trojan horses, worms, malicious code or other harmful or unlawful programs or files;
- (iii) use the Website to transmit material for advertising or promotional purposes, including spam, chain emails or similar, without the prior express written permission of Mixoligy;
- (iv) use the Website in a manner that constitutes an infringement of any rights of Mixoligy or third parties;
- (v) use the Website to transmit or publish any material of a defamatory, offensive, racist, vulgar, denigrating, pornographic, or obscene or threatening nature or that may annoy, harm or merely affect any person under Mixoligy's criteria;
- (vi) use the Website to collect personal data from other users;
- (vii) use the Website illegally, against good faith, morality and/or public order;
- (viii) unauthorized access to any section of the Website, to other systems or networks connected thereto, to any Mixoligy server or to the services offered through the Website by means of hacking or forgery, password extraction or any other illegitimate means or those established in this Legal Notice;
- (ix) carry out any action that causes a disproportionate or unnecessary saturation in the infrastructure of the Website or in the systems or networks used or owned by Mixoligy as well as in the systems and networks connected to the Website.

Failure to comply with any of the above obligations by the Website Users may lead to the adoption by Mixoligy of appropriate measures protected by law and in the exercise of its legitimate interests.

All information provided by the User through the forms of the Website for the above purposes or any other must be truthful. For these purposes, the User guarantees the authenticity of all data provided and shall keep the information provided to Mixoligy perfectly updated so that it corresponds, at all times, to the real situation of the User. In any case, the User shall be solely responsible for any false or inaccurate statements made and for any damages caused to Mixoligy or third parties as a result of the information provided.

5. RESPONSIBILITIES AND WARRANTIES

Mixoligy cannot guarantee the reliability, usefulness or veracity of absolutely all the information contained in the Website, nor the usefulness or veracity of the contents made available to the Users through the same.

Consequently, Mixoligy does not guarantee and is not responsible for:

- (i) the continuity of the contents of the Website;

- (ii) the absence of errors in such content;
- (iii) the absence of viruses, Trojans, worms and/or other malicious or technologically harmful components on the Website or on the server that provides them;
- (iv) the invulnerability of the Website and/or the impossibility of violating the security measures adopted therein;
- (v) the lack of usefulness or performance of the contents of the Website;
- (vi) failures of the Website caused by any type of attack on its servers or those of third party service providers of Mixoligy, as well as technical or security failures of the system of any of said providers that prevent the correct operation of the Website;
- (vii) any technical failure of any kind that hinders, delays or prevents the correct operation of the Website;
- (viii) damages or harm caused, to himself or to a third party, by any person who infringes the conditions, rules and instructions established by Mixoligy in the Website or through the violation of the security systems.

Mixoligy declares that it has taken all necessary measures, within its possibilities and the state of the art, to ensure the operation of the Website and to minimize system errors, both from a technical point of view and in terms of the content published on the Website.

Mixoligy shall not be liable for the veracity, integrity or updating of the information published on the Website from external sources, nor for the information contained in other Websites linked to from the Website.

Mixoligy reserves the right to suspend, modify, restrict or interrupt, either temporarily or permanently, access, navigation, use, hosting and/or downloading of content and/or use of Website services, with or without prior notice, to Users who contravene any of the provisions detailed in this Legal Notice, without the possibility of claiming compensation for this cause.

6. FORCE MAJEURE

Notwithstanding the foregoing, Mixoligy shall not be liable for any delays or failures that may occur in the access, operation and functionality of the Website, its contents and/or services, nor for any interruptions, suspensions or malfunctioning of the same, when caused by failures caused by any situation of force majeure or fortuitous cause.

Furthermore, Mixoligy shall not be liable for any failure or delay in the performance of any performance when such failure or delay is due to events beyond its reasonable control ("**Force Majeure Cause**").

Force Majeure Causes shall include any act, event, failure to exercise, omission or accident beyond our reasonable control and among others, the following:

- (i) Strikes, lockouts or other industrial action;
- (ii) Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war;
- (iii) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster;

- (iv) Impossibility of using trains, ships, airplanes, motor transport or other means of transportation, public or private;
- (v) Inability to use public or private telecommunications systems;
- (vi) Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It shall be understood that the aforementioned performances shall be suspended during the period in which the Force Majeure Cause continues, and Mixoligy shall have an extension in the term to comply with the same for a period of time equal to the duration of the Force Majeure Cause. Mixoligy will use all reasonable means to put an end to the Force Majeure Event or to find a solution that allows it to comply with its obligations despite the Force Majeure Event.

7. USER SERVICE

Users have at their disposal the user service through which Mixoligy will attend to their queries, complaints and suggestions.

Users can access customer service through the following e-mail contact: [***].

Mixoligy will respond to complaints or queries as soon as possible and, in any case, within a maximum period of one (1) month from the submission of the complaint.

If the entrepreneur has not satisfactorily resolved a complaint lodged directly with him by a consumer, the consumer may turn to an alternative resolution entity notified to the European Commission, in accordance with the provisions of Law 7/2017 transposing Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters into Spanish law.

Also, in compliance with Article 14.1 of Regulation (EU) 524/2013, on online consumer dispute resolution, an electronic link to the European Commission's online dispute resolution Website is provided here, available at.

<http://ec.europa.eu/consumers/odr/>

8. PROTECTION OF PERSONAL DATA

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR") and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights ("LOPDGDD") all personal data provided during the use of the Website will be treated in accordance with the provisions of the Privacy Policy that Users must read and, where appropriate, accept and/or consent to.

9. SAFEGUARD CLAUSE



All the clauses or ends of the present Legal Notice must be interpreted independently, not being affected the rest of the clauses in case one of them has been declared null by judicial sentence or firm arbitration resolution. The affected clause or clauses shall be replaced by another or others that preserve the effects pursued by this Legal Notice.

10. APPLICABLE LAW AND JURISDICTION

Access to and use of the Website shall be governed by and construed in accordance with Spanish law.

In the event of any conflict or discrepancy arising in the interpretation and/or application of the Legal Notice, the competent Courts shall be those provided for in the applicable legal regulations, and if permitted, all litigation shall be submitted to the Courts and Tribunals of the city of Madrid.

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