

GENERAL TERMS AND CONDITIONS OF THE WEBSITE GO—LOGIC

Please read these general terms & conditions (the “Terms”) carefully before using Go-PopUp’s Website.

These Terms regulate the relationship between Pop Corner Network S.L. (hereinafter, the “Go-PopUp”) and user (hereinafter, the “User”) accessing and using the website <https://www.gologic.pro/es> (hereinafter, the “Website”).

By using this Website, the User acknowledges that he has read and agree to be bound by these Terms, including our [Privacy Policy](#) and [Cookies Policy](#) which are hereby incorporated by reference.

1. CONTACT INFORMATION

1.1. Go-PopUp is a company registered at Carrer Pamplona, 88-90, Principal 1ª, CP 08018 in Barcelona (Spain) with Tax Identification Number ESB65735136. The data of the Mercantile Registry of Barcelona of the company Pop Corner Network, S.L. are the following: Volume 43027, Folio 78, Sheet B-418398, Inscription 1.

1.2. Contact details:

1.2.1. Telephone 93 543 64 78

1.2.2. E-mail: hello@gologic.pro

2. PURPOSE

The purpose of the Website is to provide general information about Go-PopUp and the services and products and, accordingly, cannot be relied upon it for any purpose. The User is responsible for obtaining and maintaining all connectivity, computer software, hardware and other devices or equipment needed for access to and use of the Site and all charges related to the same.

3. ACCESS AND USE RESTRICCIONS

3.1. The use of the Website shall be restricted to the stated purpose. Accordingly, User shall not use the Website:

3.1.1. In any way that implies a breach of these Terms;

3.1.2. In any way that violates any applicable law or regulation, including displaying, uploading or submitting content or information that encourages conducts that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice, including any violation or infringement of intellectual or industrial property rights of any person;

3.1.3. To breach another person’s right to privacy or infringe any intellectual property rights;

3.1.4. To make statements that are defamatory, relate to pornography, are of a racist or xenophobic nature, promote hatred or incite to violence or disorder;

3.1.5. In any way that may disrupt, negatively affect or inhibit others from using the Website or that could damage the functioning of the Website or our servers or any networks connected to any of our servers in any manner;

3.1.6. To upload files that contain viruses or similar software programs with the aim to damage another person’s computer or system or otherwise jeopardize the integrity of the Website;

3.1.7. Without Go-PopUp written consent, send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, or any other form of unauthorized advertising or promotional material.

4. WEBSITE CONTENT AND AVAILABILITY

Go-PopUp may modify the content of the Website, in its sole discretion without notice. Go-PopUp does not guarantee that the Website and its content will always be available or be interrupted. Go-PopUp will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Go-PopUp may restrict access to some parts of the Website, or the entire Website, to Users.

5. SERVICES

If User orders or requests services on the Website, additional and particular conditions apply to the contracting and to the use of those services (hereinafter, the “**Services**”). For that reason, the information contained on the Website shall not be considered an offer for Services. Any quotes or other pricing figures displayed on or downloaded from the Website shall not be a binding commitment on Go-PopUp. Go-PopUp may accept or reject any order for Services, in our sole discretion.

6. REQUIRED AGE

The Website is intended for use by User over the age of 18 and/or having sufficient legal capacity to contract.

7. REGISTRATION OF CONDITIONS AND THIRD OF CONFIDENCE

- 7.1. In the case that the Website contains an action, information, content, material, data, opinion, advertisement, promotion, logo or any link to any websites, software, mobile app, wearable technology or any other third-party content (collectively, the “**Third-Party Content**”), Go-PopUp will not be responsible for such Third-Party Content, or any changes or updates to them. The Third-Party Content may provide their own terms and conditions of use, privacy policies and cookies policies that apply to User and the use of such Third-Party Content is not governed in any manner by these Terms.
- 7.2. Go-PopUp may display Third-Party Content, which is deemed appropriate and reliable to Users. However, as Go-PopUp cannot control all Third-Party Content included, Go-PopUp makes no representations or warranties of any kind regarding such Third-Party Content, and Go-PopUp accepts no responsibility for any loss or damage which might arise from the use of such Third-Party Content. Accordingly, User’s use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between User and such third parties and, therefore, if User decides to access to such Third-parties Content, the User does so entirely at its own risk and subject to the terms and conditions of use for such Third-Party Content.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All the contents of the Website are the intellectual property of Go-PopUp, are duly licensed in its favour or has sufficient right to use them. These contents include, but are not limited to, the texts, images, graphics, icons, technology, links and other audio-visual or sound content, as well as the graphic design and source code of the Go-PopUp
- 8.2. In particular, Go-PopUp is the owner of all rights to the Go-PopUp, ShopLive and Go-Logic trademarks, and its use is therefore expressly prohibited.
- 8.3. In order to exploit, reproduce, distribute, publicly communicate or transform the contents of the Website, the User must obtain prior written authorisation from Go-PopUp.

9. LIBILITY

- 9.1. The User recognizes and accepts that the use of the Website is carried out at User’s own risk and responsibility, so Go-PopUp shall not be responsible for the improper or undue use of the Website.

- 9.2. The User recognizes and accepts that, even though Go-PopUp makes its best efforts to ensure the technical and factual accuracy of the contents and information contained on the Website, those are purely general and indicative. Thus, Go-PopUp cannot guarantee the veracity, authenticity, adequacy or accuracy of the information provided through the Website. As a result, Go-PopUp shall not be responsible for the decisions taken by the User drawn from the premise of the information provided through the Website, nor for the damages suffered by the User or a third party, arising from actions based on information obtained on the Website.
- 9.3. Go-PopUp shall only be responsible for the damages suffered by the User as a result of the use of the Website when these damages are caused as a consequence of a Go-PopUp' wilful misconduct. Go-PopUp shall not be responsible, including but not limited to, for the damages arising from (i) interruptions, computer viruses, failures, interferences, or omissions or disconnections of the electronic system, the communications system or the User's computer equipment for reasons beyond Go-PopUp' control; (ii) delays or saturations in the use of the Website caused by deficiencies or overloads on the telephone lines or the internet system, or in any other electronic or communications systems; or (iii) unlawful actions of third parties beyond Go-PopUp 'control.

10. CHANGES

Go-PopUp may modify, add or remove portions of the Terms and the content on this Website at any time without notice. All changes are effective upon posting and apply to all access to and use of the Website thereafter. User is expected to check the Website periodically so User is aware of changes and current Terms because they are binding on User. If User does not agree to the modified Terms, the User should discontinue its access and use of the Website. The continued use and access to the Website by User following any modification to this Terms shall be deemed an acceptance of all modifications.

11. APPLICABLE LAW AND JURISDICTION

- 11.1. These Terms shall be governed by Spanish law, which shall apply to the provisions of these Terms in terms of interpretation, validity and implementation.
- 11.2. In the event of any discrepancy between the English version and any of the other language versions of these Terms, the English version shall prevail.
- 11.3. In the event of any discrepancy or claim between the parties relating to the performance or content of these Terms, the parties shall negotiate in good faith to attempt to resolve such discrepancy or claim within one month from the date on which either party formally notifies the other of the discrepancy or notifies the claim.
- 11.4. However, in the event that the discrepancy or claim is not resolved within the maximum period indicated and only in cases where the law provides for the possibility of the parties to submit to a jurisdiction, Go-PopUp and the User, expressly waiving any jurisdiction that may correspond, submit the decision of the matter raised to the Courts of the city of Barcelona (Spain).

For any information you can contact us at hello@gologic.pro

GENERAL CONDITIONS FOR GO-LOGIC SPACE MANAGER SOFTWARE SERVICES

1. INTRODUCTION AND PURPOSE

- 1.1. The present general terms and conditions (hereinafter, the "**General Conditions**") constitute the regulatory framework for Services, as defined hereunder, provided by POP CORNER NETWORK S.L. (hereinafter, "**Go-PopUp**") to the Owner through the software <https://www.gologic.pro> (hereinafter, the "**Go-Logic Space Manager Software**"). These General Conditions shall apply to the use of the Go-Logic Space Manager Software and the Services, in any of Go-PopUp' different Plans, as defined below.
- 1.2. Hereinafter, Go-PopUp and the Owner shall be collectively referred to as the "*Parties*" and individually and indistinctly as the "*Party*".

2. DEFINITIONS

- 2.1. For the purposes of these General Conditions of the Services, the following definitions shall apply:
 - 2.1.1. "*Account*" has the meaning set forth in clause 4.1.
 - 2.1.2. "*Controller*" has the meaning set forth in clause 11.3.1.
 - 2.1.3. "*License*" has the meaning set forth in clause 10.1.
 - 2.1.4. "*Owner*" means any natural or legal person who accepts these General Conditions and the owner of the Space.
 - 2.1.5. "*Particular Conditions*" means the binding agreement between the Owner and the Tenant that constitutes the terms and conditions of the assignment of the Space.
 - 2.1.6. "*Plan/s*" has the meaning set forth in clause 5.1.
 - 2.1.7. "*Processor*" has the meaning set forth in clause 11.3.1.
 - 2.1.8. "*Services*" has the meaning set forth in clause 3.1.
 - 2.1.9. "*Space*" means any delimited place capable of being assigned to the Owner the Tenants for their temporary use.
 - 2.1.10. "*Tenant*" means any natural or legal person who requests information about Spaces to Owner or to participate in a Transaction.
 - 2.1.11. "*Transaction*" means each of the operations of assignment of Space signed by an Owner and a Tenant who have contacted through the Owner's Website.
 - 2.1.12. "*Website*" means Go-Popup website <https://www.gologic.pro/>

3. SERVICES

- 3.1. The Go-Logic Space Manager Software allows Owner to publish and manage its own Spaces. Furthermore, the Go-Logic Space Manager Software provides different functions and features that may vary depending on the Plan that the Owner subscribes. These functions and features may include, without limitation, visualization of the Owner's Spaces published in the website www.gopopup.com, booking request management, negotiations and

Transactions with Tenants, publication of Spaces in the Owner's websites, customizable map and search tools, etc. (all the foregoing, the "Services").

- 3.2. Any reference to Services in these General Conditions will include all features and functionalities, users' interfaces, materials, software, computer code and any other that element that is part of the Services and/or the Go-Logic Space Manager Software.
- 3.3. Go-PopUp is not part of the Particular Conditions between the Owner and the Tenant nor does it have any right of ownership or use over the Space.

4. REGISTRATION AND ACCOUNT

- 4.1. In order to use the Go-Logic Space Manager Software and any of the functionalities of the Services, Go-PopUp will require Owner to subscribe to one of the Plans and to create its own personal account (hereinafter, the "Account") by providing Go-PopUp with a name, surname, country, email and some additional personal and commercial data as well as a payment method, if applicable, which will always be processed according to our Privacy Policy.
- 4.2. Such Account shall be personal and its access information strictly confidential and, hence, the Owner is fully responsible of the activity occurring under the Account and Go-PopUp shall not be liable for any loss or damages that Owner may suffer as a result of someone else using Owner's Account and/or accessing or using its content.
- 4.3. To maintain control over the Account, the Owner must take precautionary measures to prevent anyone from accessing its Account, such as maintaining control over the devices that Owner uses to access its Account or not revealing Owner's password or details of the payment method associated to Owner's Account to anyone. The Owner is responsible for updating and maintaining the accuracy of the information provided to Go-PopUp relating the Account.
- 4.4. Notwithstanding the foregoing, the Owner will be able to subscribe to one of the Plans without having to create an Account in Go-Logic Space Manager Software, if the Owner already has an account in Go-PopUp's website www.gopopup.com.

5. SUBSCRIPTION PLAN AND PRICING

- 5.1. The features and functionality of the Go-Logic Space Manager Software may vary between plans (the "Plan/s") and may also change over time. Please visit the Website <https://www.gologic.pro/lp/en/software/> to check all available Plans and its different features and functionalities and its prices, to subscribe to one of them. Special conditions may apply to Owner depending on the Plan that Owner subscribes.
- 5.2. Go-PopUp may change and modify Owner subscription Plans and the price of its Services from time to time. Any price changes or changes to Owner's subscription Plans will apply to subsequent billing cycles following notice of the change(s) to Owner.

6. CANCELANATION OR CHANGES TO SUBSCRIPTION' PLANS TO GO-LOGIC SPACE MANAGER SOFTWARE

- 6.1. Owner can cancel its subscription to the Go-Logic Space Manager Software or upgrade or downgrade its Plan at any time, in accordance with the following:
 - 6.1.1. If Owner cancels the subscription to the Go-Logic Space Manager Software, no amounts will be refunded to the Owner and the Account will be automatically disabled upon Owner's cancellation.
 - 6.1.2. If Owner upgrade its Plan, the new features and functionalities will apply automatically from the moment that Owner makes the payment of the new Plan; and

6.1.3. If Owner downgrade its Plan, the new features and functionalities of your Account will take place at the end of your current billing period.

6.2. Owner acknowledges and agrees that the downgrade will result in a reduction of the functionalities and losing access to certain features, data and content of the Go-Logic Space Manager Software.

7. PAYMENT

7.1. The Services must be paid in advance. Payments are non-cancelable and non-refundable unless expressly stated. Prices are exclusive of any taxes, duties, or any government assessment and Go-PopUp does not provide refunds or credits for any unused Service, unless otherwise stated.

7.2. The Owner authorize Go-PopUp to charge any payment method associated to your Account in case your primary payment method is declined or no longer available to us for payment of your subscription fee. The Owner remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and the Owner do not cancel its Account, Go-PopUp may suspend the access to the Services until we have successfully charged the due amount with a valid payment method.

7.3. If the payment of the fees is overdue for more than 30 days, Go-PopUp may downgrade the Service to a free service Plan until fees are paid. The Owner acknowledges and agrees that the downgrade will result in losing access to certain features, including, but not limited to, the Go-Logic Space Manager Software.

7.4. All fees are stated exclusive of any applicable taxes, and the Owner is required to pay and bear any sales, use, value-added, withholding, or similar taxes or duties, whether domestic or foreign, related to the Transactions under these General Conditions, other than taxes based on the income of Go-PopUp.

7.5. The Owner should pay all amounts due under these General Conditions without any set-off, counterclaim, deduction or withholding. In the event that Owner makes any payment subject to a deduction or withholding, the Owner shall be responsible for making the appropriate payment to the appropriate taxing authorities and financially responsible for interest, penalties, fines or similar liabilities resulting from your failure to timely remit such taxes to the proper governmental authority or agency.

7.6. The Owner acknowledges and accepts that he is accessing and using the Go-Logic Space Manager Software at the billing address listed in Owner's Account or otherwise provided to Go-PopUp in writing. The Owner agrees to indemnify Go-PopUp for any underpayment or non-payment of any tax, penalty and interest.

8. USE OF THE GO-LOGIC SPACE MANAGER SOFTWARE

8.1. The Owner agrees in all cases to use the Go-Logic Space Manager Software in a diligent, correct, and legal manner in accordance with applicable regulations and these General Conditions.

8.2. Consequently, the Owner will refrain from carrying out any activity that is illicit, prohibited or harmful to the rights and interests of third parties, or in any other way that could damage, disable, overload, deteriorate or prevent the normal use of the Go-Logic Space Manager Software or any document, file or content stored on the Go-Logic Space Manager Software, by other Owners or any other party.

8.3. Access to the Go-Logic Space Manager Software, its use and the correct use of the information contained in the Go-Logic Space Manager Software are the responsibility of the person who performs such actions, and Go-PopUp is not responsible for any incorrect, illicit or negligent use that may be made by any Owner.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. Go-PopUp is the owner of all the intellectual and industrial property rights of the Go-Logic Space Manager Software, as well as of all the elements contained in the Go-Logic Space Manager Software, including, but not limited to, texts, designs, images, audio, databases, structure, program and/or computer applications, graphic content of any kind, brands, logos, trade names and distinctive signs, etc. All rights reserved.

- 9.2. Any form of commercial use, including any type of reproduction, distribution, transfer to third parties, public communication and transformation, by means of any type of support and means, of all or part of the aforementioned works, creations and distinctive signs is prohibited without the prior and express authorisation of their respective owners. Failure to comply with this prohibition may constitute an infringement punishable by the legislation in force.
- 9.3. The Owner may download or make a copy of such elements exclusively for his/her personal use, provided that it does not infringe any of the Go-PopUp's intellectual or industrial property rights. This does not mean, in any case, an authorization or license over the Go-PopUp's property rights.
- 9.4. The Owner is not authorised to use any software that allows to determine the architecture of the Go-Logic Space Manager Software, to extract information about its use or identities. Similarly, the Owner agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Go-Logic Space Manager Software.

10. LICENSE OF USE OF THE SPACE MANAGER PLATFORM

- 10.1. By accepting these General Conditions, Go-PopUp grants to the Owner, and the Owner accepts, a license to use the Go-Logic Space Manager Software (hereinafter, the "**License**") only and exclusively for the purposes for which such Go-Logic Space Manager Software has been developed.
- 10.2. The License granted to the Owner is limited, non-transferable and non-exclusive, and the Owner, in no case, may:
 - 10.2.1. Assign rights, sublicense, lease, distribute or grant rights of any kind to any third party in the License granted.
 - 10.2.2. Make or permit any modification, translation, decompilation, or reverse engineering of the License.
 - 10.2.3. Delete, hide or alter any notice regarding the copyright or intellectual property of the Go-Logic Space Manager Software.
 - 10.2.4. Use the Go-Logic Space Manager Software for any purpose, commercial or otherwise, other than as intended by Go-PopUp.
- 10.3. In addition, the License will terminate early upon the occurrence of any of the following events:
 - 10.3.1. Failure of Owner to comply with any the General Conditions.
 - 10.3.2. Termination of the License by the Go-PopUp or Owner, after notice of intent to the other Party.
- 10.4. Without prejudice to the License granted to the Owner, the use of or access to the Go-Logic Space Manager Software under such License shall not be deemed to confer upon the Owner any other rights not specifically stated in these General Conditions.

11. DATA PROTECTION

11.1. Compliance with data protection regulations

Go-PopUp is committed to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (GDPR), and the Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD).

11.2. Data protection information for the Owner

11.2.1. Go-PopUp shall process the personal data provided by the Owner as data Controller for the following purposes and on the following legal basis:

- (a) Perform and maintain the contractual relationship established by these General Conditions. The use and enjoyment of the Services entails the processing of the personal data of the Customer, including but not limited to: the assistance and management, invoicing, notifications related to the Services performance, registering and creating an Account, and where appropriate, blocking it and/or proceeding to its cancellation. When processing the Owner's personal data for these purposes, the processing is carried out on the basis of the performance of a contract to which the OWNER is part by contracting the Services and accepting these General Conditions (Article 6.1.b) GDPR).
- (b) As long as Go-PopUp has a legal basis that permits it, Go-PopUp shall process the Owner's personal data to keep them informed about services, promotions and products related to Go-PopUp activity through our newsletter or other means that the Owner has provided (telephone, email, SMS and/or messaging system, among others) that may be of interest to the owner. The processing is carried out on the basis of the consent of the Owner (article 21.1 of Law 34/2002, of July 11, 2002, on information society services and electronic commerce -LSSICE-) and/or the legal authorization provided for in article 21.2 of the LSSICE.
- (c) To send surveys related to the degree of satisfaction and the performance of the Services offered by Go-PopUp, in order to improve the quality of its Services. The processing is carried out on the basis of Go-PopUp legitimate interest (article 6.1.f) RGPD) to improve its Services. In the case of surveys of a commercial nature, the data is processed on the basis of the Owner consent, which Go-PopUp would request from the Owner at the relevant time (Article 6.1.a) GDPR).
- (d) To comply with Go-PopUp legal obligations, possible court and other authorities' decisions. Whenever Go-PopUp has suspicions or indications of an action that may constitute an illicit/criminal offence, Go-PopUp will communicate the personal data to the pertinent law enforcement agencies. When processing the Owner's personal data for these purposes, the processing is done on the basis of Go-PopUp's compliance with its legal obligations (Article 6.1.c) GDPR).
- (e) To carry out analyses and statistical reports in order to know how Go-PopUp Services are working, with the aim of improving their development and personalization. The processing is carried out for the satisfaction of Go-PopUp's legitimate interest, which consists of managing and improving its products and Services (Article 6.1.f) GDPR). Go-PopUp always takes into account that its interest does not prevail over the Owner's interests, and fundamental rights and freedoms.

11.2.2. The personal data will be kept until the termination of the contractual relationship, and once it has terminated for the period legally required for the compliance of any legal obligations. Where the processing is carried out on the basis of the Owner's consent, the personal data will be kept until the Owner's withdraws its consent. Go-PopUp may retain the personal data for the time necessary to exercise or defend claims, requirements, liabilities and legal and/or contractual obligations arising from the processing, always being dully blocked.

11.2.3. The personal data will not be disclosed to third parties without the Owner's express consent. However, depending on the purposes for which the personal information is collected, such information may be accessed, without distinction, by the following parties:

- (a) Employees and/or collaborators authorized by Go-PopUp, always subject to the applicable data protection regulations;
- (b) Whenever Go-PopUp suspects that the Owner has breached these General Conditions or any applicable regulations, or in order to prevent, detect or anticipate fraud and possible breaches of any applicable regulations, Go-PopUp shall disclose the Owner's data to the various competent

governmental authorities, law enforcement agencies, relevant criminal investigation bodies, money laundering and terrorist financing prevention authorities, among others;

- (c) In the event that there is a summon or court order, or similar official request, Go-PopUp will disclose the Owner's data to those entities and/or authorities whose summon, request or order Go-PopUp must comply with;
- (d) Third party service providers that process information as data processors, with which Go-PopUp has entered into the relevant data processing agreement as required by data protection regulations.
- (e) The Owner may exercise its rights of access, to rectification, erasure, restrict processing, data portability and object by sending an email to hello@gologic.pro or by writing to POP CORNER NETWORK, S.L. (carrer Pamplona, 88-90, Principal 1ª – 08018 Barcelona – Spain-). If the Owner hasn't obtained satisfaction in the exercise of its rights, the Owner may lodge a complaint before the Spanish Data Protection Agency (www.aepd.es).

11.3. Data Processing Agreement

11.3.1. According with these General Conditions, when Go-PopUp provides its Services to the Owner, it acts in the capacity of data processor (hereinafter, the “**Processor**”) of the Owner, which acts as the data controller (hereinafter, the “**Controller**”). In compliance with Article 28 of the GDPR, the processing of personal data under the responsibility of the Owner shall be governed by the provisions of the following clauses:

- (a) Purpose of the processing. The Processor shall process the personal data for the sole purpose of providing the necessary Services to the Controller as specified in these General Conditions, in addition to what is specified in these clauses.
- (b) Description of the processing. The nature of the processing activities carried out by the Processor are recording, structuring, use, storage and such others necessary to comply with the provisions of these General Conditions. The categories of data subjects are the Tenants and/or potential Tenants. The types of personal data processed are identification data, and other data uploaded to the Services by the Tenants and/or by the Owner itself.
- (c) Communication of Controller's data. The Processor shall not communicate or otherwise disclose any personal data of the Controller, unless (a) it is necessary for the provision of the services stipulated in these General Conditions; (b) it is indicated by the Controller itself; and (c) it is required by law, court or official authority. Personal data will not be subject to international transfers, unless expressly indicated by the Controller and/or required by law, regulation or official authority.
- (d) Confidentiality. The Processor guarantees that only the necessary personnel, who are subject to a confidentiality agreement, will have access to the personal data.
- (e) Obligations of the Controller. The Owner, as data Controller, undertakes to: (a) ensure compliance by the Processor with the obligations set forth in these clauses; and (b) comply with the obligations that correspond to it as data controller in accordance with the data protection regulations in force.
- (f) Obligations of the Processor. The Processor undertakes to: (a) maintain a record of all categories of processing activities carried out on behalf of the Controller in accordance with Article 30.2 of the GDPR; (b) implement and comply with the security measures, of an organizational and technical nature, that are appropriate to ensure a level of security appropriate to the risk that may arise from the processing, in order to ensure the security and integrity of the personal data under the responsibility of the Controller and to prevent their alteration, loss, unauthorized processing or access, taking into account the state of technology, the costs of implementation, the nature of the data, the scope of the processing, as well as the risks to which they are exposed and the impact this

could have on the rights and freedoms of natural persons; (c) carry out periodic reviews of the effectiveness of such measures and shall make available to the Controller information demonstrating compliance with its obligations, and where appropriate, assist the Controller in carrying out data protection impact assessments, prior consultations with the supervisory authority where appropriate, allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; (d) process the data following the instructions of the Controller, not communicating the data to third parties unless expressly instructed by the Controller, keeping the data confidential; (e) notifying the Controller without undue delay and within seventy-two (72) hours of any data security breach of which it becomes aware; (f) assist the Controller in fulfilling its obligation to respond to requests from data subjects in the exercise of their rights.

- (g) Destination of personal data. Upon termination of the Services and in compliance with these General Conditions, at the choice of the Controller, the Processor shall delete or return all personal data to the Controller. Notwithstanding the foregoing, the Processor may keep the personal data duly blocked during the period in which liability may arise from its relationship with the Controller.
- (h) Subcontracting. In the event that it is necessary to subcontract, the Processor shall notify the Controller. The subcontracting may be carried out as long as the Controller has not expressed its opposition to it within ten (10) working days from the notification. The processing of data by the sub-processor shall be in accordance with the instructions of the Controller, and the Processor shall enter into a contract with the subcontracted company under the provisions of Article 28 of the GDPR, with the sub-processor undertaking, expressly and in writing, to assume obligations identical to those established for the Processor under these clauses. In the event of non-compliance by the sub-processor, the Processor shall be fully liable to the Controller for the fulfillment of its obligations.

12. LIABILITY

- 12.1. The Services, the Go-Logic Space Manager Software and all information, products and services provided through them are provided on an "as is" and "as available" basis, and Go-PopUp expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of accuracy, validity, reliability, availability, suitability or completeness of any information, content or data provided through the Go-Logic Space Manager Software and, therefore, in no event, Go-PopUp will be liable, whether in contract or tort, for any claim, loss, damage, liability, cost or expense of any kind, whether direct or indirect (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) or any other damages of any kind related to Owner caused from the access or use of the Go-Logic Space Manager Software or the Services or relying on the content of the Go-Logic Space Manager Software and the Services.
- 12.2. Likewise, Go-PopUp make no warranty that the Go-Logic Space Manager Software, the Services or products will meet Owner' requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that Owner's information will be secure.
- 12.3. Any material downloaded or otherwise obtained through the Go-Logic Space Manager Software, or the server that makes it available, is done at Owner's own discretion and risk, and the Owner will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material, as Go-PopUp cannot guarantee that they are free of viruses, worms, trojan horses or other harmful components. Owner agrees that Go-PopUp have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained in the Go-Logic Space Manager Software.

13. CHANGES

- 13.1. Go-PopUp may modify, add or remove portions of these General Conditions and the content on the Go-Logic Space Manager Software and the Services at any time.

- 13.2. If Owner does not agree to the modified General Conditions, the Owner should discontinue their access and use of the Go-Logic Space Manager Software and the Services. The continued use and access to the Go-Logic Space Manager Software and/or the Services by Owner following any modification to these General Conditions shall be deemed an acceptance of all modifications.

14. TRANSLATIONS

The Website may contain translations of content that it is originally in other language. These translations are provided only as a convenience. In the event of any conflict between the English language version and the translated version, the English language version shall prevail.

15. CONTACT INFORMATION

- 15.1. Go-PopUp is a company registered at Carrer Pamplona, 88-90, Principal 1^a, CP 08018 in Barcelona (Spain) with Tax Identification Number ESB65735136. The data of the Mercantile Registry of Barcelona of the company Pop Corner Network, S.L. are the following: Volume 43027, Folio 78, Sheet B-418398, Inscription 1.
- 15.2. Owner can send any request to Go-PopUp through this email: hello@gologic.pro

16. LIMITATION OF THE SERVICES

The Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject Go-PopUp to any regulations in another country. Go-PopUp reserve the right to limit our Services in any country.

17. ASSIGNMENT

- 17.1. Owner will not transfer any of your rights or obligations under these General Conditions to anyone else without Go-PopUp prior written consent.
- 17.2. Except as contemplated herein, these General Conditions do not give any third-party beneficiary rights.

18. ENTIRE AGREEMENT AND SEVERABILITY

- 18.1. These General Conditions (including the Privacy Policy and the Cookies Policies) contain the entire understanding between Go-PopUp and Owner with respect to the use of the Go-Logic Space Manager Software and the Services and supersedes all prior written and oral agreements and understandings relating to this matter, which shall have no further force or effect from the date hereof.
- 18.2. If any provision of these General Conditions is determined to be invalid or unenforceable in whole or in part, for any present or future reason, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof. These General Conditions shall be construed in such a way as if such invalid or unenforceable provisions had never been contained herein. For those purposes, the General Conditions shall no longer be valid exclusively with respect to the null or invalid provision, and none of the remaining parts or provision of these General Conditions shall be null, invalid, prejudiced or affected by such nullity or invalidity.

19. WAIVER OF RIGHTS

The waiver or failure of any Party to exercise rights under these General Conditions will not be deemed a waiver or other limitation of any other right or any future right. Any waiver must be in writing and expressly accepted by the Party to be charged therewith.

20. GOVERNING LAW AND JURISDICTION

- 20.1. The General Conditions (including the Privacy Policy and the Cookies Policies) and Owner's access to, and/or use of the Go-Logic Space Manager Software and the Services shall be governed by and construed exclusively in accordance with the laws of Spain, without giving effect to any choice or conflict of law provision or rule.
- 20.2. Any and all dispute, controversy, issue or claim arising out of the performance or interpretation of the General Conditions (including the Privacy Policy and the Cookies Policies), or related, directly or indirectly, to the use of the Go-Logic Space Manager Software and the Services, and/or the provision of content and/or technology on or through the Go-Logic Space Manager Software and the Services shall be settled by the Courts of the city of Barcelona (Spain).