

ATRIVITY - TERMS AND CONDITIONS OF USE

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These terms and conditions of use may be changed and updated without notice. The changes will be published in the application and will be effective from the moment of publication. The use of the application implies that the user acknowledges, accepts and consents to the terms and conditions of use in force at any given time.

The access, download and use of the application is free except for the cost of the connection through the telecommunications network provided by the access provider contracted by the Users.

1. Intellectual and Industrial Property Rights

The intellectual and industrial property rights on the APPLICATION are owned by APE SOFTWARE COMPONENTS, SL, (hereinafter Compettia, its commercial brand, Barcelona Mercantile Register, Sheet B-109267 Volume 42960 Folio 89, with CIF B60516291) and registered office at Avda. Alcalde Barnils, 72 2 º B, Sant Cugat del Vallès, Barcelona, Spain, corresponding to the exclusive exercise of the rights of exploitation of the same in any form and, in particular, the rights of reproduction, distribution, public communication and transformation as well as the brand of the product and its design. The User acknowledges that the reproduction, modification, distribution, marketing, decompilation, disassembly, use of reverse engineering techniques or any other means to obtain the source code, transformation or publication of any test results of unauthorized references of any of the elements and utilities integrated into the development constitutes an infringement of intellectual property rights of Compettia, and therefore undertakes not to perform any of the actions mentioned.

All contents of the games of the application (questions, users, images of questions, communications and images of the customizable layout) that are shown to the user through the App, are the responsibility of the Compettia. Third party holders of intellectual property rights on photographs, logos, and any other symbols or content included in the App have granted the corresponding authorizations for reproduction, distribution and making available to the public.

2. Terms and Conditions

Access, navigation and use of the APPLICATION is the sole responsibility of the User under the terms of these Terms and Conditions.

The use of the APPLICATION is subject to these Terms and Conditions of Use. The User must read and understand these Terms and Conditions of Use before downloading the APPLICATION and using it. If User does not agree with the Terms and Conditions of Use, please do not use the APPLICATION.

In order to use the APPLICATION, the user must register on the activity registration page, accepting the terms and conditions of use as well as the privacy policy, and Compettia will then grant access credentials to the user.

Users have the right to download and install a copy of the APPLICATION on their mobile device, and to access and use the Services included with the APPLICATION for their own personal or corporate use.

With respect to the APPLICATION, you may not:

- (i) Copy, modify or distribute the APPLICATION for any purpose.
- (ii) transfer, license, lease, loan, rent or distribute the APPLICATION or the Services therein to any third party.
- (iii) decompile, reverse engineer, disassemble, or create derivative works of the APPLICATION or the Services therein.
- (iv) make available any functionality of the application, or the Services provided with it, to other users through any means.
- (v) use the Services or functions of the application in an unlawful manner, for any unlawful purpose, or in any way that violates these Terms.

3. Usage Policy

Users, by accepting these Terms and Conditions, in relation to the registration and maintenance of the security of their accounts, agree to

- (i) Not to provide false personal information.
- (ii) Not to share the password, not to let another person access the account, or to perform actions that could jeopardize the security of the account.
- (iii) Not transfer the account to anyone without the prior written consent of the Customer or Compettia.
- (iv) In the event that a user establishes a username or similar identifier for his or her account, Compettia reserves the right to delete or reclaim it if it deems appropriate.
- (v) The User agrees to use the APPLICATION in accordance with the Law, these Terms and Conditions, good customs and public order. Similarly, the User agrees not to use the APPLICATION, its contents or the services provided through it for purposes or effects that are illicit or contrary to the content of these Terms and Conditions of Use, harmful to the interests or rights of third parties, or that in any way could damage, disable, make inaccessible or deteriorate the APPLICATION, its contents or services or prevent normal enjoyment of it by other users.
- (vi) The APPLICATION allows Users the possibility of providing images and other content through the corresponding sections of the mobile application (for example, "My Account"). The User guarantees that:
 - (i) the contents provided by the User do not show the image of any third party other than the User, without the consent of the third party/s in question.

(ii) they do not show or reproduce the image of minors, except in the event that the corresponding contents were submitted by the father, mother, guardian or legal representative of the minor.

(iii) the contents do not infringe the rights (including, by way of example, intellectual property rights, industrial property rights, the right to one's own image or personal privacy, or any other rights) or interests of third parties, or any applicable standards or regulations (international, Spanish or any other).

(iv) the contents do not contain any element that may be considered offensive or discriminatory (whether on the grounds of race, religion, gender, sexual orientation, political or trade union affiliation), illegal, threatening, slanderous, defamatory, obscene, pornographic or indecent, or in any other way inappropriate towards any third party, towards any of Compettia's or the Client's brands.

(vii) Furthermore, the User expressly agrees not to destroy, alter, disable or otherwise damage the data, programs or electronic documents contained in the APPLICATION.

(viii) The User agrees not to hinder other users' access to the APPLICATION by massive consumption of the computer resources through which Competition makes the Game available, as well as to carry out actions that damage, interrupt or generate errors in such systems.

(ix) The User agrees not to introduce programs, viruses, macros, applets, ActiveX controls or any other logical device or sequence of characters that cause or are likely to cause any alteration in the computer systems of Compettia or third parties.

4. Exclusion of Liability

Compettia reserves the right to edit, update, modify, suspend, eliminate or terminate the services offered by the Application, including all or part of its content, without prior notice, and to modify the form or type of access to it.

The possible causes of modification may occur, for reasons such as adaptation to possible new legislation and changes in the Application itself, as well as those that may derive from existing codes of conduct in the field or for strategic or corporate reasons.

Compettia will not be responsible for the use of the APPLICATION by a minor, being the download and use of the APPLICATION the sole responsibility of the user.

The APPLICATION is provided "as is" and without any kind of warranty. Compettia is not responsible for the final quality of the APPLICATION or that it serves and meets all objectives of it. Notwithstanding the foregoing, Compettia is committed to the extent of its ability to help improve the quality of the APPLICATION, but cannot guarantee the accuracy or timeliness of the content of it.

The responsibility for the use of the APPLICATION lies solely with the user. The User expressly accepts that the use of the APPLICATION will be at his own risk. Except as provided in these Terms and Conditions of Use, Compettia is not responsible for any loss or damage that occurs in connection with the download or use of the APPLICATION, such as those caused by failures, breakdowns or blockages in the operation of the APPLICATION (for example, and without limitation: error in communication lines, defects in hardware or software of the APPLICATION

or failures in the Internet network). Similarly, Compettia shall not be liable for any damage caused as a result of misuse or improper use of the APPLICATION by users.

Nor will Compettia be responsible, except for those points to which it is obliged by law, for any irregularities that may contain the content created, published, provided and / or made available by users, as well as any damages that may be caused by the insertion of the content in the sections that allow the application. Compettia will not be responsible for the contents sent by the Users when it does not have effective knowledge that the stored information is illicit or that it harms goods or rights of a third party susceptible of compensation. At the moment that Compettia has effective knowledge that lodges data like the previously mentioned, it commits itself to act with diligence to withdraw them or to make impossible the access to them.

Compettia reserves the right to interrupt the service of the APPLICATION according to technical repairs and maintenance of equipment, as well as for the improvement of the application itself.

Compettia reserves the right to block and/or expel the Users that use the APPLICATION in an incorrect way.

Compettia is exonerated from any responsibility in case of malfunction of the electronic communication networks that prevent the normal development of the APPLICATION for reasons beyond Compettia's control and especially for external acts of bad faith.

Compettia will also not be responsible for the problems of transmission or loss of data not attributable to Compettia.

In any case, all the rights that the Laws in force guarantee to the Users are guaranteed.

6. Report abuse

If you consider that any of the content made available in the APPLICATION is offensive, inappropriate and/or infringes your rights under current regulations, you may report the content by contacting the e-mail address support@compettia.com. In this case, Compettia will proceed to investigate the veracity and origin of your request.

7. Jurisdiction and applicable law

All issues arising between Compettia and the User regarding the interpretation, compliance and validity of the Terms and Conditions of Use shall be governed by their own clauses and, where not provided for therein, in accordance with Spanish law