

LEGAL NOTICE

1.- WEBSITE OWNERSHIP

Taptap Digital, S.L. (“**Taptap Digital**” or the “**Company**”), holder of N.I.F. (Tax ID Number) B-85914182, is a company incorporated under Spanish laws and is registered in the Companies Registry of Madrid, volume 27,806, folio 55, page 501,109, section 8.

Address: Calle del Poeta Joan Maragall 1, 14th floor, 28020 – Madrid (Spain).

E-mail: info@taptapdigital.com

The company is the lawful proprietor of the following domains name rightful <https://www.taptapdigital.com> and <https://www.sonataplatfrom.com> (hereinafter and jointly, the “**Website**”).

2.- OBJECT

This legal notice sets forth the terms and conditions governing access to, navigation on, and use of the Website by its users, as well as the liabilities that may arise from the same, including the provision and/or procurement of any products or services that may be offered through the Website, and all related content (the “**Legal Notice**”). Notwithstanding the foregoing, Taptap Digital may establish specific conditions for the use, provision, and/or contracting of products or services offered to users through the Website. These specific terms and conditions shall form an integral part of this Legal Notice.

By accessing the Website, interacting with any of its functionalities, submitting information, or engaging in any other activity through the Website, users expressly agree to abide by all the terms and conditions set forth in this Legal Notice. Users are hereby advised to carefully review and fully understand the content of this Legal Notice prior to using the Website.

3.- GENERAL CONDITIONS OF WEBSITE USE AND ACCESS

- (i) Access to and use of this Website are free of charge and do not require prior subscription or registration. However, the use, provision, and or procurement of services offered by Taptap Digital through the Website can be subject to the previous acceptance of formal requisites such as payment of costs and/or the previous acceptance of specific conditions.
- (ii) Accessing the Website does not automatically establish any link or commercial relationship between Taptap Digital and the users, unless the necessary procedures are in place and the users have previously complied with the requisites established in each case.

- (iii) In all cases, the access, navigation, and use of the Website shall be the sole and exclusive responsibility of the users. Users are, therefore, required to diligently and faithfully comply with the terms set forth in this Legal Notice and observe any additional instructions given by Taptap Digital or any of its authorized employees.
- (iv) Likewise, users are required to browse and use the Website in a diligent and appropriate manner, adhering to current national legislation, morality, generally accepted standards of good conduct, public order, and principles of good faith and decency. Any misuse or violation of these principles may result in restrictions or penalties as per the applicable laws.

4.- INDUSTRIAL AND INTELLECTUAL PROPERTY

© 2023, Taptap Digital, S.L., all rights reserved.

- (i) Taptap Digital is the exclusive owner of all intellectual property rights, including image rights, related to the Website and the contents available through it. These include, but are not limited to, texts, images, logos, brands, buttons, software and information and in general, any other creation which is protected by national legislation in force and international treaties on intellectual and industrial property (the “**Contents**”). Some of these Contents may belong to third parties who have authorized their use by Taptap Digital. Any unauthorized use of the Contents, without the prior, express, and written permission of Taptap Digital, is expressly prohibited and may result in legal action.
- (ii) Accessing to and navigating on the Website shall not, under any circumstances, grant users any property right over the Contents or functionalities included herein. It is expressly forbidden to delate, evade, or manipulate copyright notices, identifying data of right holders, or technical protection mechanism embedded in the Contents.
- (iii) Taptap Digital reserves all intellectual property rights over the contents or functionalities of the Website, including, but not limited to, the right to modify, update, delete or temporarily suspend any of them, at any time and without prior notice, at its sole discretion. Such actions may be undertaken to improve the Website, comply with legal requirements, or for any other commercial or public purposes deemed necessary. Taptap Digital shall not be held liable for any inconvenience or damages resulting from these changes.
- (iv) Links to this Website may be created, provided they lead exclusively to the homepage. Deep linking, framing, or any other unauthorized linking methods are expressly prohibited. In this regard, people who would like to establish a link or hyperlink between their web page and this Website must obtain prior, express, and written authorization from Taptap Digital. This authorization does not imply any relationship between Taptap Digital and the owner of the linking page, nor does it constitute approval or acceptance by Taptap Digital of the content or services thereof.

5.- PROHIBITED USES

Users are strictly prohibited from engaging in any of the following activities:

- (i) Unauthorized Use of Intellectual Property: Any use of the Contents, including but not limited to reproduction, distribution, assignment to third parties, public communication, or transformation, in any form of medium, without the prior express authorization of the respective owners thereof, is expressly and shall be subject to penalties under applicable laws and regulations.
- (ii) Activities that Damage or Impair the Website: Engaging in any activity that may damage, overload, or impair the functionality or accessibility of this Website is prohibited. This includes, but is not limited to, interfering with the normal operation of the Website, introducing malicious software (e.g., viruses or malware), or disrupting the use of the Website by other users.
- (iii) Other Unauthorized Actions: Any misuse of this Website or its contents that contravenes applicable laws and regulations, public order, morality, principles of good faith, or generally accepted standards of conduct is expressly prohibited. Misuse includes, but is not limited to, engaging in activities that may alter, damage, or negatively affect the integrity, security, or functionality of the Website, as well as using its contents in an illegal, fraudulent, or improper manner contrary to the purposes for which they were made available.

6.- LIMITATION OF LIABILITY

Taptap Digital cannot guarantee the reliability, accuracy or completeness of the information provided on this Website. Consequently, Taptap Digital shall not be held liable and does not guarantee:

- (i) The uninterrupted continuity of the Website's contents and/or the unavailability or accessibility of the Website or its technical continuity.

Taptap Digital reserves the right to interrupt access to the Website and suspend any services at any time, without prior notice, for reasons including but not limited to, technical, security, maintenance, and other factors. While Taptap Digital strives to ensure continuous access, it does not guarantee uninterrupted availability or accessibility of the Website or the Contents, which may be affected by unforeseen factors or circumstances beyond its control.

- (ii) The absence of errors or inaccuracies within the Website's Contents, functionalities or products.

Taptap Digital does not guarantee that the Contents, functionalities, or products on the Website are free from errors, nor does it guarantee the proper viewing, downloading, or usability of the elements and information contained on the Website, that may be prevented, hindered or interrupted by factors or circumstances beyond its control, and/or could be a consequence of an unlawful or negligent action of the users.

Likewise, Taptap Digital makes reasonable efforts to ensure the accuracy and timely update of the Website's Content. However, the information on the Website may not always be complete, accurate, or up to date. shall not be liable for any loss or damages arising from reliance on such information.

- (iii) The absence of viruses or other harmful elements on the Website or its servers.

Taptap Digital does not guarantee the absence of viruses or other harmful elements on the Website or the server hosting it. Users are responsible for taking appropriate precautions to protect their systems.

- (iv) The invulnerability of the Website and/or the effectiveness of its security measures.

Taptap Digital does not guarantee the invulnerability of the Website or the effectiveness of its security measures. It also does not ensure the performance or usability of the Website's Contents and functionalities, which may be subject to issues beyond its control.

- (v) The loss or damage caused by users' actions.

Taptap Digital is not responsible for any loss or damages to users or third parties arising from the breach of the Website's terms, security measures, or instructions, including issues related to third-party websites linked from this Website.

- (vi) Any other damages that may arise from the Website's non-functionality or the defective functioning of the Website or any other linked website.

The Website may contain links to external websites over which Taptap Digital has no control, in which case Taptap Digital may not be held liable for the content, utility, or accuracy thereof. The inclusion of any such links on this Website cannot be considered a recommendation to users to use the same. Users are solely liable for the decision to use any such links.

- (vii) Improper use of the Website.

Taptap Digital may not be held liable for any improper use made of this Website, including any actions that violate the terms of use, security measures, or any applicable laws. Users are solely responsible for their actions when accessing or interacting with the Website and Taptap Digital will not be responsible for any consequences resulting from such misuse.

Notwithstanding the above, Taptap Digital declares that it has adopted all necessary measures, within its reach and within the state of technology, in order to guarantee the smooth functioning of the Website and to avoid the existence and transmission of viruses and other damaging components which could potentially harm users.

7.- DURATION AND MODIFICATION

Taptap Digital reserves the right to amend or update this Legal Notice without prior notice, as well as any specific conditions established for the use and/or contracting of the products and services available through the Website, as deemed necessary, in order to adapt to legal and technological changes that may come into effect after the last publication. Therefore, and for proper use of this Website, users are encouraged to periodically review this section to stay informed of any updates.

This Legal Notice shall take effect from its publication date and will remain in force until it is fully or partially modified. Upon such modification, the updated version will become binding.

Taptap Digital may, at any time, terminate, suspend or restrict access to the Website or its Content. In this event, the restrictions on the use of Content outlined in this Legal Notice will remain in effect even after the termination or suspension, to ensure the protection of intellectual property and other rights.

8.- APPLICABLE LEGISLATION AND COMPETENT COURTS

The conditions of this Website and the relations between the user and Taptap Digital shall be governed by and construed in accordance with the laws of Spain.

For any dispute that could arise between the user and Taptap Digital, both parties submit to the courts and tribunals of the city of Madrid (Spain).

Online consumer dispute resolution: In compliance with the provisions set forth in Regulation (EU) No 524/2013 of 21 May 2013, on online dispute resolution for consumer disputes, we hereby inform you that the European Commission has established an online platform for the online, out-of-court resolution of disputes, which is available at the following link: <http://ec.europa.eu/consumers/odr/>. Please note that this platform might not be available for all countries.

Text updated in January 29, 2025