



LEGAL CONDITIONS OF SERVICE

WELEVER

1 SERVICE PROVIDER

These conditions regulate the access and use of the website [www. WELEVER.ORG](http://www.WELEVER.ORG) and the WELEVER app for mobile devices (hereinafter the "**Platform**"), Of which it is the owner, WELEVER COMMUNITY SL (hereinafter WELEVER) domiciled at Calle Vandergoten 1, 28014, Madrid and holder of the TAX ID number B87965620 and registered in the Mercantile Registry of Madrid in volume 33326, page 25, section 8a, page M-599784, entry 1a

PLATFORM USE

1.1 Platform Terms of Use

The **Platform** informs those who access it (hereinafter, the "**Users**") That simply accessing the Web implies acceptance of the following conditions:

- Simply browsing the Web implies acquiring the condition of being a User, which means the acceptance of every one of the general terms and conditions (hereinafter, referred to as the "**Terms**"), As well as the particular conditions that may be established in each case. All of this, without prejudice to the right of canceling the service or to withdraw freely and at any time, unless the particular conditions establish any condition in this regard.
- **WELEVER** may at any time and without prior notice, modify the Platform's presentation and configuration. Likewise, **WELEVER** can either modify the general or specific conditions or introduce new conditions.
- **WELEVER** is committed to guaranteeing the service's quality and availability, except for its necessary interruptions due to updates, error corrections, improvements, or due to force majeure causes such as failures in servers' availability or connectivity.
- **WELEVER** may deny or withdraw the Platform's access to those Users who fail to comply with the provisions of the Terms or the conditions at any time and without prior notice; specifically, in those cases in which any unlawful, unfair, bad faith or harmful conduct is detected or verified. In these cases, WELEVER will be able to state the detected facts and all the

information related to them, placing them in the hands of the corresponding State Security Forces and Corps that correspond to each case.

1.2 Registered Users

- Access to the Platform is free of charge.
- Users will have to register on the Platform in order to access its services. The data obtained by this procedure will be protected according to the data protection policy referred to in the Terms.
- The password, chosen by the User upon registration, is an identifying and enabling element to access the service. It will be personal and non-transferable. The User is obliged to keep due diligence in the password's preservation and protection, assuming the consequences that may arise from the use thereof by a third party.
- The Platform may contact the User to check the data that they have provided.

1.3 The User's Obligations

- The User is obligated to use the Platform in a diligent manner.
- The user will answer for of all the damages that may arise in relation to their use of the Platform. Likewise, the User shall hold WELEVER harmless from any claim, sanction or demand made by a third party because of the violation of any rights by said user through the Platform's use.
- The user allows images of their person to be recorded, during participation in an WELEVER platform initiative, and these images and videos will serve exclusively to disseminate the initiative's scope.
- The User is obliged to:
 - Provide true, accurate, complete and up-to-date data, as well as not use false identities or impersonate the identity of third parties.
 - Not introduce or disseminate anything that is defamatory, abusive, obscene, threatening, xenophobic, incite violence or discrimination or that violates morals, public order, etc.
 - Not introduce, store or disseminate through the platform any software, data, virus, code, hardware or any other electronic or physical device that is likely to cause damage to the Platform or other equipment owned by them or third parties.
 - Not hide, falsify the origin, intercept, delete or modify email messages of other users or send "spam".
 - Not introduce, transmit or disseminate any content through the Platform that infringes upon intellectual property, industrial or business secrets of third parties, and in general any content that does not conform to the law, nor do they have the right to make it available to third parties.
 - Not provide third parties, through any means, with information that identifies or can

identify other Platform users.

In the event that any User or a third party considers that there are acts or circumstances that imply the illegal nature of the content's use or the performance of any activity through the Platform, they should/may send a WELEVER notification reporting the situation, which will be attended to and evaluated as soon as possible to respond to the User, and where appropriate, report the unlawful acts and circumstances to the appropriate authorities. In this sense, WELEVER reserves the right to proceed to remove any initiative, user or organization that it considers contrary to its principles from its Platform.

2 THE SERVICE

2.1 Description of the Service

The service offered by WELEVER consists of the provision of a Platform that allows for participants' contact with organizers of social volunteer projects (hereinafter, the "**Projects**"), And the coordination of said Projects.

Through this service:

- Companies, organizations, governments, foundations and other entities around the world (hereinafter, the "**Organizers**") may publish their Projects, as well as the required tasks to perform them. The Organizers' participation in the Platform will be subject to prior approval by WELEVER.
- Private citizens, natural persons (hereinafter, the "**Participants**"), may present their commitments to attend the necessary tasks to perform the Projects published by the Organizers. The Participants may also propose their own Projects, considering that they must be approved prior to publication by WELEVER.

The service offers a variety of functionalities directed to the publication, coordination and communication between Organizers and Participants for Project implementation.

In addition to the previous feature, the Platform will allow the Organizers to obtain reports, whose frequency will be specified by the Organizers, regarding their activity thereof (hereinafter, the "**Reports**"). These Reports will reflect the list of initiatives for the period, the topics covered, the dedicated number of hours, the number of beneficiaries reached, an analysis of the participation within the organization, the Participants' profile, the initiatives' results and other statistics that are considered relevant and can be gathered from the Participating Organizers' and Participants' data, including comparisons of the Project made with the results of other Organizers' Projects.

Likewise, the Platform allows the Organizers and Participants to issue ratings in the form of graphic or numerical scoring and comments, so that

Organizers and Participants will create a reputation through their participation in the Projects that serve as a reference to other Organizers and Participants. In relation to the above, when the User considers that there are comments that involve defamation, slander or any other behavior that threatens any of their rights, they may send a notification to WELEVER, which will be responsible for attending to and immediately assessing the reported situation and take appropriate measures whenever appropriate. In this sense, WELEVER reserves the right to remove any comment issued by Organizers and Participants that it considers contrary to its principles from its Platform.

The Participants may make and configure searches of Projects that fit their interests or capabilities, but in no case may the Organizers search for Participants, except for the option included in the Platform that will allow the Organizers to filter Participants according to whether they belong to their entity. To enable this function, the Organizers must have included a list of Participants in their profile. The Participants must have indicated their belonging to a specific organization at the time of completing registration for this filter's proper functioning. Both the data included in the list provided by the Organizer and that which is entered by the Participants will be protected in accordance with the Privacy Policy set forth in these Terms.

Participants and Organizers of a Project may communicate internally through the Platform using its own integrated chat tool. The chat will be administered by the concerned Project's administrator and the use thereof will be regulated by these Terms.

The Chat tool will be individually linked to each of the Projects. Both the Project Organizers and the Participants commit to not using this tool illegally, not publishing inappropriate or offensive content or using the tool for purposes other than communication between Organizers and Participants and Project management.

WELEVER reserves the right to review the initiatives before their final publication on the Platform. To be published, the Projects must meet a set of criteria:

2.2 Economic Conditions of the Service

The intermediation service offered by the Platform will be free of charge for both the Participants, who will not receive any compensation for their participation, and for Organizers with a Freemium license.

However, regarding the Reports, the Organizers may obtain any of the Platform's available packages.

The Collaborators may pay for the service using the payment gateway or by bank transfer.

3 RESPONSIBILITIES AND GUARANTEES OF THE PARTIES

3.1 Participants

The Participant guarantees and acknowledges that:

- He is a natural person, of legal age in his country of residence, and has sufficient legal capacity and competence to commit himself to the Projects and carry out the tasks and Projects to which he is committed. In case your circumstances change, or for any other reason you cannot carry out your commitments, you will inform the Organizers as soon as possible so as not to damage the Project.
- You have read and understand these Terms, accepting them in their entirety, without any reservation.
- You are aware that the service only consists of a Platform, and that the Projects are the Organizers' sole responsibility. If it is necessary to sign a contract, obtain a visa or go through any other procedure, the Organizers and Participants will resolve this issue.
- You will carry out the commitments you acquire in to your best abilities and knowledge, within your possibilities, capabilities and competences.
- You will carry out the commitments you acquire loyally, lawfully and in good faith, without engaging in criminal or administrative offenses, and without causing damages or harm of any nature to any third party.
- You will inform WELEVER as soon as possible if you detect any unlawful content or action by the Organizers or other Participants.
- You will be responsible for your use of the Service and your own failure to comply with your responsibilities.
- Your performance in the Project may be assessed and scored by the Organizers.
- You will be able to evaluate and score both the Organizers and the Projects, but you are always committed to do it in a sincere and honest way.
- You agree not to use the chat tool for purposes other than those established in these Terms, not to publish inappropriate content and not to use the tool for illegitimate purposes. The Chat tool will be individually linked to each of the Projects. Both the Project Organizers and the Participants commit to not using this tool illegally, not publishing inappropriate or offensive content or using the tool for purposes other than communication between Organizers and Participants and Project management.
- In relation to the feature that allows users to start their own projects, you are aware that the service is only an intermediation tool, and that the Projects are your exclusive responsibility.
- If you use trademarks, logos, or registered and/or protected content under the rules of intellectual or industrial property in your Projects, you guarantee that you have all the necessary rights to use them within the service.
- Also, in case of using audiovisual content subject to image rights,

you guarantee that you have the necessary rights to make use of them within the service, taking special consideration of minors' rights.

- You will be the sole and exclusive person responsible for the Projects that you publish, as well as for the management and coordination thereof, exempting and holding other Participants and WELEVER harmless of any responsibility that could result from said Projects.
- You will manage and coordinate the Projects in the best way possible, respecting the capabilities, availability, competence and circumstances of the Participants that participate in them.
- You will manage and coordinate the Projects within the service, so that all its information is properly registered within it. Unless another mode of contact is essential for the Project's success all contact with other Participants will be made through the Service's features. With respect to the chat tool, you agree not to use it for purposes other than those established in these Terms, not to publish inappropriate content and not to use the tool for illegitimate purposes.
- The Participants' personal data which you have exclusive access to may be used for the management of a concrete and specific Project in which the Participant has freely signed up to do. In no case and under no circumstances, will you use the Participants' personal data for commercial or publicity use or in any other way that involves a direct or indirect enrichment at the Participants' expense.

3.2 Organizers

The Organizer and/or the person who uses the service on their behalf, guarantees and recognizes that:

- You have read and understand these Terms, accepting them in their entirety, without any reservation.
- Pay attention to the payment for the service's use in a timely manner and without delays in accordance with the provisions of its contracting conditions.
- You are aware that the service is only an intermediation tool, and that the Projects are the Organizers' sole responsibility.
- You have full legal capacity to use the service on behalf of the Organizer, and to publish and manage the Projects. If your circumstances change, or if you cannot carry out your commitments due to any other reason, you will inform the Participants and WELEVER as soon as possible to avoid unnecessary efforts on the Participants' behalf.
- If you use trademarks, logos, or registered and/or protected content under the rules of intellectual or industrial property in your Projects, you guarantee that you have all the necessary rights to use them within the service.
- In case of using audiovisual content subject to image rights, you guarantee that you have the rights necessary to make use of them within the service, taking special consideration of minors' rights.
- You will be solely and exclusively responsible for the Projects that you publish, as well as

for the management and coordination thereof, exempting and keeping the Participants and WELEVER harmless from any liability that may arise from said Projects.

- You will manage and coordinate the Projects in the best way possible, respecting the Participants' capabilities, availability, competence and circumstances.
- You will manage and coordinate the Projects within the service, so that all its information is properly registered within it. All contact with the Participants will be made through the Service's functions, unless another mode of contact is essential for the Project's success. With respect to the chat tool, you agree not to use it for purposes other than those established in these Terms, not to publish inappropriate content and not to use the tool for illegitimate purposes.
- The Participants' personal data which you have exclusive access to may be used for the management of a concrete and specific Project in which the Participant has freely signed up to do. In no case and under no circumstances, will you use the Participants' personal data for commercial or publicity use or in any other way that involves a direct or indirect enrichment at the Participants' expense.
- You will act loyally, lawfully and in good faith, without engaging in criminal or administrative offenses, and without causing damages or harm of any nature to any third party.
- You will inform WELEVER as soon as possible in the case where you detect any illicit action on the Participants' or other Organizers' behalf.
- You will be responsible for your use of the Service and the failure to comply with your responsibilities.
- Your performance in the Projects' publication, management and coordination may be assessed and scored by the Participants.
- You will be able to assess and rate the Participants, but you commit to always do it in a sincere and honest way.

4 MISCELLANEOUS

4.1 Prohibited Activities

The Users are expressly prohibited from using the service for illicit, illegal, immoral purposes, or that in any way supposes a breach of the principles of good faith.

By way of example and not limited to, the following uses of the service are prohibited:

- Acts of terrorism and criminal acts.
- Acts of support or defense of acts or terrorist or criminal organizations.
- Acts related to pornography, prostitution, sexual slavery, or violation of the rights of sexual freedom.
- Acts related to corruption of minors or child pornography.
- Acts related to drug or arms trafficking.

- Acts related to political corruption, use of privileged information, or influence peddling.
- And in general, any illicit, illegal act or an act that violates the rights of third parties or that contravene the moral principles or good faith.

WELEVER will endeavor, through the means at its disposal, to prevent this type of activity from occurring within the service; however, WELEVER cannot guarantee the infallible detection of such activities.

4.2 Intellectual and Industrial Property

WELEVER is the sole owner or holds the corresponding licenses and/or authorizations of the usage rights of intellectual and industrial property of the present web page, its contents, the services (including, without limitation, databases, images, photographs, drawings, graphics, games, text, audio, video and software files), as well as trademarks, logos, trade names or any distinctive signs, software, computer programs or databases that form or have been part of it at any time.

In no case will it be understood that the access and use of the website implies the renunciation, transmission, license or total or partial transfer of said rights.

It is also prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, make secondary or subsequent publications, upload files, send them by mail, transmit, use, treat or distribute in any way all or part of the contents included in the STAYFORLONG platform for public or commercial purposes, without the express written authorization of STAYFORLONG or where appropriate, the rights holder to which it corresponds.

Likewise, Users agree that the content used or included by them in the Platform is their property or have the corresponding authorization and that said content does not violate the rights of any third-party. The Users assign WELEVER the necessary rights for said content's hosting, reproduction and public communication.

4.3 Hyperlinks

The establishment of any link from a foreign service should be made to the Website's main page or to the application's download page in any of the official mobile application stores.

Except for WELEVER's express and written prior authorization, the establishment of any link and/or similar mechanism from a service other than that of any of the Platform's pages and/or contents different from those indicated in the previous paragraph is expressly prohibited. This prohibition includes those link mechanisms that could cause doubts or confusion about the Platform's ownership or about the services that WELEVER provides.

Under no circumstances, WELEVER will be made responsible for the content, information, statements, opinions or other services made available to the public on sites or services outside WELEVER, regardless of whether they have a link to

the Platform or that they are linked from the Platform.

4.4 Null and Void Clauses

If any provision of these Terms were to be declared totally or partially null or void, this shall only affect said provision or part thereof which may be deemed null or void, with all other Terms remaining in force.

5 WELEVER'S DISCLAIMER

The Service's Users do not act in any case under WELEVER'S direction, authority or control, for which WELEVER will not be responsible for the information shared through the service by the Users, nor for its acts or uses, unless it had "Effective Knowledge" of the illegality of said information, acts or uses.

In this sense, "Effective Knowledge" will be understood to be the provisions of article 16.1 of Law 34/2002, of July 11, on Information Society Services and Electronic Commerce; that is to say: *"when a competent body has declared the data's illegality, ordered its withdrawal or that its access is impossible, or the damage's existence had been declared, and the provider knew the corresponding resolution, without prejudice to the procedures of detection and content removal that the providers apply by virtue of participating agreements and other effective means of knowledge that may be established."*

Notwithstanding the foregoing, WELEVER will try to identify and prevent any illegal use of the service.

If WELEVER detects irregularities with respect to the use of the service by Users thereof, it reserves the right to investigate such irregularities, block, suspend or cancel the service's use and, where appropriate, process the appropriate corresponding legal actions.

WELEVER reserves the right to temporarily suspend the service, without the need to give prior notice, due to the eventual need to carry out maintenance, repair, updates or improvement operations.

WELEVER is not responsible for the interests, opinions, ideals or any other manifestation expressed by the Platform's Users. In no case may it be understood that said statements necessarily reflect those of WELEVER.

6 APPLICABLE LEGISLATION AND JURISDICTION

The service's provision and these conditions are governed by Spanish law.

Any disputes concerning the service raised by a Participant will be resolved through the corresponding courts and tribunals in accordance with Spanish legislation.

All disputes concerning the service raised by an Organizer will be resolved through the courts and tribunals of the City of Madrid, in Spain.