[CONVENIENCE ENGLISH TRANSLATION]

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| **- SITES LEGAL NOTICE –** |
| The objective of this document is to draft the legal, privacy and cookies notices that should be included in the website [www.sites-app.com](http://www.sites-app.com) and the “SITES” mobile application, both property of Mrs. ALEJANDRA VARGAS ELIZONDO (hereinafter “**SITES**”). All information provided by **SITES** has been used for the performance of this assignment.  Additionally, practical comments on the compliance of all applicable laws for services of information societies and electronic commerce, particularly Law 34/2002, have been included for **SITES**’s consideration. |
| 1. **DESCRIPTION:** |
| The objective of the website [www.sites-app.com](http://www.sites-app.com) and the “SITES” mobile application (jointly, the “**APP**”) is to provide information on the best sites to have photographs of one’s self taken in different locations worldwide.  “**USER**” means any person that accesses the **APP**. To access its content, **USER** must register. Once logged in, the **APP** will give **USER** the option to choose between 4 (four) elements: city to discover, type of site where **USER** wants the photograph taken (i.e. restaurant, monument, wall, bridge, etc.), if **USER** wants site to have color, architectonical design or luxury, and lastly, information on companions (none, partner, friends or family).  Also, **USER** may access to third party **USERS**’ *Instagram* profiles through the results of third-party **USERS** photographs shown by the **APP**. Likewise, the **APP** offers **USERS** different tips on the light and poses to take a photograph.  The use of the “Legal Notice” and “Privacy Policy” and their terms and conditions are described hereunder. |
| 1. **LEGAL NOTICE** |
| The use of this mobile applicable and website [www.sites-app.com](http://www.sites-app.com) (hereinafter, the “**APP**”) is governed by the terms and conditions described herein, for which we firmly advise these terms are read before using or browsing through the **APP**. **USER** acknowledges its consent on the access and existence of these terms of use and the need to know them. As a consequence, the access to the **APP** by **USER** shall mean the full and complete acceptance of these terms by **USER**.  In accordance with the provisions in article 13 of Regulation (European Union) 2016/679 of the European Parliament and of the Council of April 27, 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 (General Data Protection Regulation), article 22 of Organic Law 3/2018 of December 5, on the Protection of Personal Data, and article 10 of Law 34/2002, of July 11, on the services of Information Societies and Electronic Commerce, the following information is provided to **USERS** that access the **APP**:   1. **General Information about the SERVICE PROVIDER:**  * Titleholder of the **APP**: ALEJANDRA VARGAS ELIZONDO (hereinafter “**SITES**”). * Domicile: Santísima Trinidad, 35,1E, 28010 Madrid (MADRID). * National Identity Card (*Documento Nacional de Identidad*): Y2213596K * Telephone: +34 **653383300** * Contact e-Mail address: info@sites-app.com * Website domain: www.sites-app.com  1. **Purpose**   These general terms of use (hereinafter, the “**TERMS OF USE**”) regulate the access and use of the **APP**. **SITES** provides **USERS** with information of the best locations and photographs taken there. In order to do so, this application uses photographs that have been published in public profiles of *Instagram*.  **SITES** has the right to modify, from time to time, the **TERMS OF USE**. Any modified term shall be in force as of the date of its online publication in the **APP** for all **USERS**. As a consequence, **USERS** shall review these **TERMS OF USE** on a regular basis in order to have knowledge of its updates. Notwithstanding this, when any term is modified, a banner with such notice will pop-up when **USER** accesses the **APP**.   1. **Content**   Language used by **SITES** in the **APP** shall be Spanish. **SITES** shall not be liable for **USER**’s non-comprehension or understanding of the language of the **APP**, nor of any consequences of such non-comprehension or understanding.  **SITES** may, without previous notice or justification, modify or delete any content in the **APP**, as well as the way to access such content. **SITES** shall not be liable for the consequences that this may cause to **USERS**.  Links and hyperlinks to third parties are included within the **APP**’s content and updates for the complete launch of the **APP** and to provide **USER** with information about the property of the photograph. Such links are exclusively informative and in no case shall imply support, approval, commercialization or any kind of relation between **SITES** and the person or author or administrator of such content or titleholder of the sites where it has been published.   1. **General Terms of Use of the APP**   **4.1 Access and use of the APP**  **SITES** is a website and mobile application for people interested in taking photographs in places worldwide. Therefore, the **APP** allows its **USERS** to access photographs taken in different locations, following the criteria chosen by the **USER** and suggesting poses and tips to take the photograph.  **USERS** are required to previously subscribe or register in order to access the **APP**. This registration is made through the **APP**’s section “Registration”.  As a consequence, **USERS** may choose from different modes to browse through the **APP**, in accordance with the packages purchased pursuant to their needs (hereinafter, the “**PACKS**”). The **PACKS** offered to the **USERS** through the **APP** are the following: i) “*Beginner Pack*”, *ii) “Basic Pack”, and iii) “Gold Pack”.*  With these **PACKS** users may access the **APP** as follows:   1. “***Beginner Pack***”: By purchasing this **PACK**, **USER** may access limited content in the data base of the **APP**.   The cost of this **PACK** shall be free for **USER**.   1. “***Basic Pack***”: By purchasing this **PACK**, **USER** may access 50% (fifty percent) of the content in the data base of the **APP**. Also, with this **PACK**, **USER** may access the **APP**’s function *“ideal light”* that contains additional tips for **USER** to take photographs.   The cost of this **PACK** is U.S. $5.99 (five euros 99/100, legal currency of the European Union) monthly.   1. “***Gold Pack***”: By purchasing this **PACK**, **USER** may access all content in the data base of the **APP**. Also, with this **PACK**, **USER** may access the **APP**’s functions *“ideal light” and* *“ideal pose”* that contain additional tips for **USER** to take photographs.   The cost of this **PACK** is U.S. $8.99 (eight euros 99/100, legal currency of the European Union) monthly.  In the event **USER** chooses one of the **PACKS** that are not free, that is, the *“Basic Pack”* or the “*Gold Pack*”, the monthly payment shall be charged to its account during the first 5 (five) days of the month until **USER** unsubscribes through the mobile applications purchase system of **USER**’s operating system and when selecting a new **PACK**.  To change the **PACK**, **USER** must proceed with the change during the previous month, or otherwise, pursuant to the policy established by the mobile applications purchase system of **USER**’s operating system.  After registration in the **APP**, **SITES** provide a username and a password which **USER** shall preserve and use with due diligence. The use of this password is personal and non-transferable, therefore, **USER** shall take the necessary measures for its custody. **USER** is solely responsible for the use of the password, for which **SITES** is released of any such liability. In the event **USER** knows or suspects its username or password is being used by a third party, **USER** shall immediately inform **SITES** about such circumstance.  **4.2 Obligations of USERS within the APP.**  **USERS** accessing the **APP** bind themselves to duly use the services they may access through the **APP** in compliance with law, good conduct and these **TERMS OF USE**.  **SITES** shall be released of any liability that results from the non-compliance by **USERS** of their obligations. In this regard, **SITES** may carry out any investigations deemed necessary, as well as require any relevant information to verify the compliance of such obligations.  All information or data provided by **USER** shall be true and correct. For such effects, **USER** guarantees the authenticity of all the information and data provided to **SITES**. Likewise, **USER** has the obligation to keep all information that has been provided to **SITES** updated. **USER** is solely liable for any inaccurate, outdated or false information or data granted to **SITES**, as well as for any damage caused to **SITES** or third parties for any such inaccurate, outdated or false information or data.  **USER** shall respond for any damage or loss of any nature caused, directly or indirectly, to **SITES** or any third party as a consequence for the non-compliance of any of its obligations established herein these **TERMS OF USE** and applicable law, in connection with the use of the **APP**.  **5. Underage Users**  **SITES** offers its services to **USERS** above age 16. People under this age are not authorized to use any service offered by the **APP**, and therefore shall not provide any personal data to **SITES**. In the event this clause is breached, **SITES** shall not be liable of any possible consequence derived from such breach.  **6. Industrial and Intellectual Property**  All content of the **APP**, including, but not limited to, texts, photographs, graphs, images, icons, technology, software, source and object codes (hereinafter, the “**INDUSTRIAL AND INTELLECTUAL PROPERTY**”) are property of **SITES** or third parties (i.e. publications/photographs obtained from public profiles of *Instagram* not property of **SITES**), and **USERS** of the **APP** bind themselves to respect, and not to infringe nor copy any of such **INDUSTRIAL AND INTELLECTUAL PROPERTY**.  *Instagram* content shown in the **APP** is linked to the profile of the social network it has been obtained from, and the name of the user that has published such content in *Instagram* (when the photograph is shown as a result) is specified.  Exploitation rights recognized by the law in force, in terms of copyright of the content and works property of **SITES** and third parties, are transferred to **USER**, except the ones property of **SITES** that are strictly necessary for the use of the **APP**. In consistence with the aforementioned, the access to the **APP** does not grant any right over any registered trademark, patent, commercial name or logo in it, nor any license or authorization or the use of the elements or rights of the **APP**.  Likewise, copy, reproduction, adaptation, modification, amendment, distribution, commercialization, public communication, and, in general, any action that breaches Spanish or international law on intellectual or industrial property in force, as well as the use of **INDUSTRIAL AND INTELLECTUAL PROPERTY** (property of **SITES**) in the **APP** without the previous explicit and written consent of **SITES**, is completely forbidden.  Any non-authorized use of **INDUSTRIAL AND INTELLECTUAL PROPERTY** (property of **SITES**) in the **APP** shall imply a breach of the intellectual property, industrial property and unfair competition laws, as the case may be, as well as any other norms, for which **SITES** may initiate and exercise any action that may correspond, either civil, criminal or any kind, against the breaching parties or any parties that harm **SITES**’s rights.  **7. Privacy and Protection of Personal Data Policy**  **SITES** has established a privacy and protection policy that regulates the collection, handling, processing and custody of personal data (hereinafter, the “**PRIVACY POLICY**”), which is included in the following link: <https://www.sites-app.com/privacy-policy>.  **8. Exclusion of warranties and liability**  **USER** acknowledges that the use of the **APP** and its **INDUSTRIAL AND INTELLECTUAL PROPERTY** is carried out under its sole and exclusive responsibility. Therefore, **SITES** shall not be liable in any matter related to the aforementioned, including, but not limited to, the following:   * Functioning/running of the **APP**, its services and content and its quality and interoperability. * The purpose for which the **APP** serves to the objective of **USER**. * Breach by **USER** or third parties of any law in force, and, specifically, of any intellectual and industrial property right, property or any other person or entity. * The existence of malicious codes or any other damaging IT (information technology) element that may be caused by the IT (information technology) system of the **USER** or any third party. In any case, **USER** shall have the adequate tools for detection and disinfection of such elements. * The fraudulent access by non-authorized third parties to the content or services, or the capture, deletion, alteration, modification or manipulation of the messages and communications of any kind that such third parties may perform. * The accuracy, truthfulness, timeliness and utility of the content and offered services and its subsequent use by **USER**. **SITES** shall use all reasonable effort and means to provide updated and true information. * Damages to IT (*information technology*) equipment during the access to the **APP** and damages produced to **USERS** resulting from failures or disconnections in the telecommunications networks that interrupt the service. * Damages or losses resulting from fortuitous case or force majeure circumstances.   **9. Applicable Law**  These **TERMS OF USE** shall be governed by the laws of Spain. In the event of conflict or dispute related to the **APP**, parties shall submit to courts in Spain, specifically in Madrid.  Notwithstanding the above, in the event of conflict or dispute between **USERS**, in which **SITES** exclusively has a *liaison* character*,* the above paragraph shall not apply, as established within applicable law, in which case the parties shall submit to the courts of their election. |
| **3. Privacy Policy** |
| The objective of this policy (hereinafter, the “**PRIVACY POLICY**”) is to inform any person that accesses the website [www.sites-app.com](http://www.sites-app.com) and the “SITES” mobile application (jointly, the “**APP**”) (hereinafter, the “**USER**”) on how we handle and process their personal data, in accordance with the Organic Law 3/2018, of December 5, on Data Protection and Guarantee of Digital Rights and Regulation (European Union) 2016/679 of the European Parliament and of the Council dated April 27, 2016.   1. **Basic Information on the protection of Personal Data**  |  |  | | --- | --- | | **Responsible Party** | ALEJANDRA VARGAS ELIZONDO (hereinafter “**SITES**” or the “**RESPONSIBLE PARTY**”) | | **Purpose** | Entertainment, recommendation of esthetic places and tips for photography | | **Validity (legitimation)** | Consent of the **USER** or interested party | | **Recipients** | **USERS** registered in **SITES** | | **Rights** | Access, Rectify and Delete Data, as well as other rights, as described in Additional Information (section 2.6) | | **Additional Information** | Review detailed and Additional Information on Protection of Data. |  1. **Additional Information**    1. **Identification and Contact Information of the RESPONSIBLE PARTY:**   ALEJANDRA VARGAS ELIZONDO with domicile in Santísima Trinidad, 35,1E- 28010 Madrid (MADRID), with Tax Identification Number (*N.I.F.)* Y2213596K and e-mail address [info@sites-app.com](mailto:info@sites-app.com).  A Delegate for the Protection of Data has not been appointed for such legal obligation does not apply.   * 1. **Purpose for handling and processing personal data of USERS**   We will handle and process your personal data provided through the registry of the personal username and profile for:   * Providing information requested by **USERS**. * Conducting quality surveys * Software control of the **APP** for the prevention of any infringement to the security of the data. * Protecting our rights or to respond to any kind of claims. * Marketing purposes. In determined events, **SITES** shall use the personal data provided for the delivery of marketing communications through various platforms. Nevertheless, we will request explicit consent when necessary by law. In the event of wishing not to receive these types of communications, we will comply with our obligation to inform you on how to unsubscribe.   Personal data is handled and processed by **SITES** on the basis of:   * Consent of the interested party to: * Reply to questions, doubts, claims or incidents transferred by the interested party through the web forms “Contact Us” included in this site. * Deliver communications related to the services offered by **SITES**. * Deliver commercial and advertising information.   The refusal to provide personal data results in the impossibility to handle and process your data for the aforementioned purposes.   * Legal obligation applicable to the **RESPONSIBLE PARTY**:   **SITES** shall handle and process your data to comply with a legal obligation imposed by the law. For example, the obligation to provide tax information to tax authorities (*Agencia Estatal de Administración Tributaria*).  In this event, the interested party may not decline the handling and processing of its personal data.  In determined events, it will be necessary to handle and process your data to satisfy legal interests of the **RESPONSIBLE PARTY**, as long as it prevails over the interests or rights and fundamental liberties of the interested party that requires the protection of personal data. Data processing that we will perform with basis in the legitimate interest of **SITES** includes the following:   * Software control of the **APP** for the prevention of any infringement to the security of the data. * To verify your identity, or the information provided for the provision of the subscribed service or acquired goods. * To manage your data and provide them, if applicable, to external providers for the correct performance of our business. * To improve our services and your browsing experience and use of the **APP**. * To protect our rights or respond to any type of claims.   1. **Terms and criteria for the storage of data**   Provided personal data will be stored accordingly to the following criteria:   * The necessary period of time to comply with the purpose for which they were initially collected. * Once data processing is no longer necessary, the corresponding data will be duly blocked, to be provided to the competent courts, tax authorities, and other authorities of any kind, during the term of the prescription of all actions that may result from the relationship with **USER** or interested party, or during the terms for storage established in applicable law.   In connection with terms for storage of personal data, we will act accordingly with what is established in specific norms, as the case may be.   * 1. **Automated decisions and creation of profiles**   **SITES** does NOT take automated decisions based on the applied logic or elaboration of profiles.   * 1. **Recipients**   **SITES** shall not perform international transfer of **USER**’s data, nor disclose **USERS**’ names, e-mail addresses or personal data different from the name or nickname **USER** decides to keep public.  Notwithstanding the above, during the duration of data handling processing, **SITES** may transfer data to public organisms, courts, and State security forces and corps, and, in general, competent authorities, when the responsible party has the legal obligation to provide such data.   * 1. **Rights**   **USERS** or interested parties that are subject to any processing performed by **SITES** through the **APP**, may exercise at any time and free of charge, their rights to **access, rectify and delete data, as well as request limits on and oppose to the data processing, request the portability of such data** (when technically possible) **or cancel their consent,** and in any case, when applicable**, request not to be subject of decision solely based on automated processing, including the creation of profiles.**  For such effects, such interested parties may use the **APP**’s gateway “Contact Us”, or otherwise deliver a written communication to the domicile or e-mail address designated by **SITES** hereinabove.  Such written communication must contain at least the following:   * Photocopy of valid National Identity Card (*Documento Nacional de Identidad*) or its equivalent, for the validation of identity. * The purpose of its request, that is, the right to be exercised.   In the event you feel your rights related to the protection personal data have been violated, especially when the exercise of your rights has not been satisfied, you may file a claim before the competent Control Authority in matters of Data Protection (Spanish Agency for Data Protection), through its website: www.agpd.es.   * 1. **Origin and veracity of data**   Personal data handled and processed by **SITES** through the **APP** is directly provided by you.  Data that we handle and process is divided into the following categories:   * Identification data * Identification codes and keys * Age and nationality * Domicile or e-mail addresses * Graphic documentation with locations, or interiors/exteriors.   **USER** represents and warrants that provided data is true, correct, complete and updated; binding to inform **SITES** of any change in the provided data, through the channels provided for such effects and specified in item no. 1 of this policy. **USER** shall be responsible for any damage or loss, either direct or indirect, that may result as a consequence of a breach of such obligation.  In the event **USER** provides third parties’ data, **USER** represents and warrants having consent of the interested parties and is bound to transfer the information contained herein this clause to such interested parties, releasing **SITES** from any and all liability that may derive from any breach of such obligation. |
| **4. “Cookies” Policy** |
| In compliance with article 22.2 of Law 34/2002 of July 11, for Services of Information Societies and Electronic Commerce (along with Organic Law 3/2018 of December 5, on Data Protection and Guarantee of Digital Rights and Regulations (European Union) 2016/679 of the European Parliament and of the Council of April 27, 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 (General Data Protection Regulation) – *RGPD* -), any person that accesses the website [www.sites-app.com](http://www.sites-app.com) and the “SITES” mobile application (jointly, the “**APP**”) (hereinafter, the “**USER**”)shall be informed about the *cookies* collection and processing policy.  Access to and browsing in our **APP**, or the use of its services, require the use of *cookies* in your equipment so **USER**’s browsing experience may be as satisfactory as possible.  In the event **USER** grants its consent, by clicking the button “*Accept all cookies”*  which appears in the informative banner, the **APP** will use *cookies* that allow the obtainment of more information about the preferences of **USER** and so, personalizing the **APP** accordingly with the individual interests of **USER**. Likewise, **USER** has the option to adjust the settings of *cookies*, as well as to decline any *cookies* that are not strictly necessary for the technical functioning of the web.   1. **What are *cookies*?**   A *cookie* is a small piece of data stored in the computer to access certain websites/apps. *Cookies* allow, among other things, to store and recover information on the browsing habits of a user or its equipment and, depending on the data contained and the way its equipment is used, such information may be used to recognize the user.  We use such technologies particularly for the following:   * Obtaining the date and time of the last time **USER** visited our **APP**. * The design of contents **USER** chose on first visit to our **APP**. * Security elements that interfere with the access control to restricted areas. * Number of visits, visited websites, IP address, etc. for the elaboration of aggregated statistics and informs for the maintenance and improvement of our app. * Number of visits, visited websites, IP address and follow-up parameters for a personalized browsing experience.   We at all times respect the privacy of our **USERS**. *Cookies* allow us to analyze **USERS**’ activity to improve our website. We do not share your personal data or data related to the activities of our **USERS**.  In you do not wish to receive *cookies*, you shall decline the application of all such *cookies*, or else, of the *cookies* you do not wish to be applied to your visit in the **APP**.  **SITES** uses the following *cookies* in the **APP**:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Name | Type | Origin/Property | Purpose | Expiration | | lang | Proprietary | Proprietary | Language preference: Used to recall the language chosen by the visitor during its last visit. | 1 year | | \_\_utma | Google  (Analytic) | Google  (Analytic) | Identification of unique visitors: Used to register unique visitors for statistical and analytical purposes. | 2 years | | \_\_utmb | Google  (Analytic) | Google  (Analytic) | Determining visitor’s session: Google Analytics uses two *cookies* to establish a session. If one of such two *cookies* is missing, another activity initiates a new session. | 30 minutes | | \_\_utmz | Google  (Analytic) | Google  (Analytic) | Registry of traffic and browsing sources: Used to record how visitor got into our **APP** (through a search in Google, an advertisement, etc.) and the followed courses while browsing our site. We use this information to improve **USER**’s experience in future updates. | 6 months |   Browsers are subject of continuous updates and modifications; therefore, **SITES** cannot guarantee that the information provided in the links (specified hereinabove) will completely adjust to your browser’s version.  Deactivation of the *cookies* does not prevent browsing through the **APP**, but may limit the use of some of its services, resulting in a less satisfactory browsing experience for **USER**.  **USER** may, at any time, cancel **USER**’s consent and may as well remove all *cookies* stored in **USER**’s equipment through the option “*Settings*” of **USER**’s browser.  For more information about the **APP**’s *cookies* policy, **USER** may contact **SITES** in the following e-mail address: info@sites-app.com. |
| 1. **FINAL COMMENTS** |
| 1. **In connection with the Legal Notice and Privacy Policy**  * It is important to have the Legal Notice and Privacy Policy in a visible place in the **APP** (or website) and they should contain all information required by law. * In connection with the alignment to the new applicable law on data protection, it is necessary to include the purposes of processing collected personal data. In such regard, as we have advised, PADIMA is not in charge of the implementation of the changes included in the new law for personal data, but otherwise reviews its correct inclusion within the legal notices in the website.      1. **In connection with the “Cookies” Policy**   Regarding the website, it is necessary to include a BANNER in a visible place of the website/app that shall appear whenever a person accesses for the first time. The objective of this BANNER is to give notice of the use of *cookies*, providing a link to the *Cookies* Policy and providing the option at all times for **USER** to DECLINE and adjust the *cookies* in the application, even though this may limit access and browsing through the app/website. Also, the purposes of the use of *cookies* shall be specified in a concise manner:  Possible text:  “**SITES** uses proprietary and third-party *cookies* to improve your experience, personalize its content and obtain generic information on profiles. You may obtain more information here.  ACCEPT/ADJUST SETTINGS/DECLINE”  Following the acceptance of the BANNER, it shall not appear again when **USER** accesses the **WEB**, for **USER** has adjusted its settings explicitly.  In the event **USER** does not respond to the BANNER, this shall not disappear, and it shall never be interpreted that the use of *cookies* is not important for **USER** whenever **USER** has not explicitly accepted them. |

February 2020, Padima.