

## LATCH SPECIFIC TERMS FOR END-USERS

These specific terms (hereinafter, the "**Specific Terms**") constitute an agreement between Telefónica Innovación Digital, S.L.U., a company incorporated and registered in Spain, with tax identification number B83188953 and registered address at Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid, Spain (hereinafter, "**TID**") and you (natural person hereinafter referred to as "**You**" or the "**User**") with respect to the use of the Latch service and its different functionalities (hereinafter, "**Latch**").

Latch is a service owned and provided by TID. It is an integral part of the TU services, available at <https://www.tu.com/> (the "**TU Services**"). Latch is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Latch is licensed, not sold.

By accepting these Specific Terms and installing, copying, downloading or otherwise using Latch, You fully and unequivocally agree to be bound by these Specific Terms without modification or exclusion. If you do not accept them or do not intend to be legally bound by these Specific Terms, please do not access, install, download or otherwise use Latch.

Please note that when you use Latch, the General Conditions of Use of the TID Services, which are available within the Legal Center at <https://www.tu.com/> shall also apply to all matters not covered by these Specific Terms. Other Specific Terms applicable to certain features of Latch may also apply.

The User may contact TID regarding these Specific Terms, make any enquiries about Latch, as well as report any illegal or inappropriate use of Latch, by writing to [soporte@tu.com](mailto:soporte@tu.com).

### DESCRIPTION OF LATCH

Latch is a mobile application that allows you to protect your digital life in one place. In this sense, it offers the possibility to add an extra level of security to your online accounts when they are not in use and avoid unauthorised use. In addition, Latch can become your authenticator application for those online services that offer their users the possibility to protect their accounts with a second authentication factor based on TOTP ("Time-based One-time Password"), generating codes that can be retrieved from any device when associated to a Latch account. The User can learn more about Latch and its functionalities on the Latch website available at <https://latch.tu.com>.

### LICENSING AND LICENSING RESTRICTIONS

In general, the Latch licence granted by TID under these Specific Terms is limited, revocable (as provided herein), non-exclusive, non-transferable, worldwide and non-sublicensable, and is granted solely for the purposes set forth herein.

These Specific Terms do not place TID under any obligation to update any software, or to issue any new version, release or update of Latch.

These Specific Terms allow You the right to access and use Latch for the purpose for which it is intended, as set out herein. In order to respect your use of Latch, you further agree that:

- You shall comply at all times with TID instructions related to the use of Latch.
- You will not share, assign, copy, sublicense, transfer, lease, rent, sell, distribute, install or provide the Latch licence, any use or application of Latch, or your rights under these Specific Terms, to any third party without TID's prior authorisation.
- You will not use Latch in a manner that is inconsistent with the reasonable and bona fide use of Latch and will at all times refrain from any use: to send, receive, store or knowingly communicate any unlawful, unprotected, offensive, abusive, indecent, defamatory, libellous, obscene or threatening, deceptive or otherwise objectionable material or any material likely to cause offence; to harass, to spy on any person,

or to impersonate any other person or to act in a manner which may reasonably be regarded as objectionable, or which is otherwise injurious to others; in a manner that contravenes any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority; to send spam or to send unsolicited advertising or promotional material; to send or transmit content or software material consisting of or containing viruses; in a manner that may damage the reputation of TID, any entity within the Telefónica Group, Latch or any third party or otherwise bring TID into disrepute; in any manner that violates copyright, trademark, confidentiality, privacy or is used to infringe the intellectual or industrial property rights of any third party.

- You must possess or continue to maintain the licences, consents and/or notices required under any applicable laws, regulations and/or administrative orders to receive and use Latch, if any.
- You will use Latch only to identify yourself both in the application itself and in other applications that have Latch integrated, in accordance with all applicable laws and regulations and as provided in these Specific Terms and in any documentation that forms part of Latch.
- Except as expressly set forth in these Specific Terms, you will not modify, adapt, translate, duplicate, duplicate, disassemble, decompile, reassemble, reverse compile or reverse engineer or take similar steps with respect to Latch for any purpose and will not attempt to discover the source code or underlying algorithms of Latch (unless prohibited by applicable law and only to the extent specifically permitted by applicable law and after providing TID with reasonable advance written notice and an opportunity to respond).
- You shall not share access, keys and/or use of Latch, evaluation or visualisation of Latch with any third party or create any derivative based on Latch, whether for internal use, licensing or resale.
- You will not remove or alter any copyright notices on any copies of Latch.

## LATCH PERFORMANCE AND OPERATION

Once you have downloaded the Latch app to your smartphone or tablet from an authorised app store, to enjoy the functionality of Latch, you will need to pair your Latch account with a Latch compatible service. Then, simply set up the locks for the services and you can start enjoying the added protection. Locks configured by Latch compatible services involve a set of rules configured by that service or by You on the basis of which locks will be made on that service. These Latches may include advanced security and authentication functionalities in order to prevent fraud where the Latch compatible service provider requires additional personal data about You and/or to verify information about You and/or Your device and connection with the mobile network operator with which You access and use Latch. As of the date of these Specific Terms, these advanced functionalities are only available when your operator is Movistar Spain. For this purpose, Latch will process such information in accordance with applicable law and following the instructions of the Latch compatible service that implements such advanced features, facilitating where appropriate to be collected authorizations or consents necessary for the performance of the same.

Regarding the Access functionality, you will be able to pair your Latch account only with those online services or websites that have integrated the TOTP standard and where you have previously registered in some way (using a specific service account).

TID will use reasonable efforts to provide support services during the registration process or access to Latch ("**Support Services**"). Any request for Support Services should be sent to TID via the contact address set out in these Specific Terms. Requests for Support Services will be dealt with by TID as soon as possible.

## PRICE

In general, the use of Latch is free of charge. The Latch application can be downloaded free of charge from the main application shops on the market. This is unless otherwise stipulated and informed, or unless You purchase certain functionalities subject to a paid subscription.

## DURATION AND TERMINATION

These Specific Terms shall enter into force when You download the application and make use of Latch, accepting these Specific Terms, and shall remain in force until You cease using the service, without prejudice to any

commitments You may have made to TID in relation to the licence restrictions and the proper use of Latch, as detailed above.

Notwithstanding the foregoing, TID may, at its sole discretion, for any reason and without prior notice, terminate these Specific Terms and any Latch licence granted to you by TID. In particular, breach by the User of any provision of these Specific Terms shall be grounds for termination of these Specific Terms and the associated licence.

## INTELLECTUAL AND INDUSTRIAL PROPERTY

All title, including, but not limited to, copyrights, names, trademarks, trade names, trade dress, service marks or any other identifying features in Latch and copies thereof, as well as any other distinctive signs, patents, licenses or copyrights, are the intellectual or industrial property of TID, as owner or authorised licensee, as well as its suppliers. All rights not expressly granted are reserved by TID.

These Specific Terms only grant you a limited right to use Latch under the Specific Terms specified herein. You do not have and will not acquire any other right, title or interest in or to Latch. All title and intellectual property rights in and to the content accessible through the use of Latch are the property of the respective content owner and may be protected by applicable copyright or intellectual property laws and treaties.

You acknowledge and agree that TID shall be the sole owner of any enhancements, updates or derivative works to Latch that are developed by TID during and after the term of these Specific Terms. Without limiting the foregoing, You expressly acknowledge and agree that TID shall be the sole owner of any newly developed intellectual or industrial property, including but not limited to newly developed, revised or modified source code and those related in any way to Latch or TID's general business, regardless of whether they are developed, revised or modified in response to Your requests, suggestions or ideas, even if done at Your expense. During the term of these Specific Terms, and thereafter, You shall not assert the invalidity of TID's intellectual or industrial property right in Latch, or contest TID's right, title or interest therein, and You shall not cause, influence or assist in any way any other party to make any such assertion or contest.

## GUARANTEES

To the best of its knowledge and belief, TID warrants that Latch will substantially conform to the Latch functional specifications contained in these Specific Terms.

TID expressly disclaims any other warranties about Latch. You expressly understand and agree that any use of Latch is at your sole risk. Latch is provided on an "as is" and "as available" basis without any express or implied warranty of any kind, including, but not limited to, any warranty of merchantability, non-infringement or fitness for a particular purpose, including without warranty that Latch will meet your requirements or that its use will be uninterrupted, timely, secure or error-free or that the results that may be obtained from the use of Latch will be accurate or reliable or that the quality of Latch will meet your expectations. TID does not warrant or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other items contained within Latch. TID makes no warranties with respect to any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. TID further expressly disclaims any warranty or representation to You or any third party.

You agree to hold harmless and indemnify TID and its affiliates (any entity within the Telefónica Group) officers, agents, employees, advertisers or partners from and against any third party claim arising out of or related to your use of Latch with respect to these Specific Terms; any damages as a result of a violation by you of any applicable regulation or law or as a result of any other action related to the use of Latch, or as a result of a breach of any of these Specific Terms by you or as a result of your use of Latch; any claim against TID made by You or any third party relating to any service or content provided or submitted by You using Latch; or any damage to any equipment belonging to TID or any other Telefónica Group company caused by Your breach of these Specific Terms, including any liability or expense arising from all claims, losses, damages (actual or consequential), demands, judgments, litigation costs and attorneys' fees, or of any kind and nature whatsoever.

## LIMITATION OF LIABILITY

In no event will TID be liable for any damages (including, without limitation, lost profits, loss of business, business interruption or loss of information) arising out of your use or inability to use Latch, the cost of procurement or

substitute goods and services, the representation or conduct of third party services or products, even if TID has been advised of the possibility of such damages.

In no event shall TID be liable for loss of data or for indirect, special, incidental or consequential damages (including loss or loss of business, whether direct or indirect, loss or corruption of data), or for any other indirect or consequential loss or other damages based on these Specific Terms, tort or otherwise.

TID shall have no liability with respect to Latch content or any part thereof, including, but not limited to, errors or omissions in content, libel, infringement of publicity rights, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or disclosure of confidential information.

In any event, TID's maximum aggregate liability for all damages arising out of or related to these Specific Terms shall be limited to fifty percent (50%) of the fee paid by you for the right to access and use Latch and received by TID in the last twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in these Specific Terms shall exclude or restrict the liability of either party for death, for personal injury resulting from the negligence of the other party, or for fraud or fraudulent misrepresentation or misrepresentation, or such liability as cannot be excluded or restricted by law.

## **CONFIDENTIALITY**

You agree to treat as strictly private and confidential and not to disclose to any third party any information, data, news or documents in any media related to Latch that you obtain or receive as a result of entering into or performing these Specific Terms.

The undertaking set out in the preceding paragraph shall not be deemed to be breached if the information, news, data and/or documents are already in the public domain when they are disclosed or the disclosure of such information is required by law or a competent authority orders the full or partial disclosure of confidential information.

The obligations of confidentiality set out in this document shall survive the termination of these Specific Terms and shall continue except where any of the exceptions contained in this article apply.

If You are required by applicable statute, law or regulation, or by a legal or regulatory authority, to proceed with the disclosure of any Confidential Information, You shall properly notify TID (if permitted by law, regulatory authority or relevant authority) of such need so that the affected party may timely seek a protective order or other appropriate remedy or waive compliance with the terms of this section. You also agree to cooperate with TID in its efforts to obtain such protective order or other remedy.

## **ASSIGNMENT AND SUBCONTRACTING**

You may not assign these Specific Terms or otherwise transfer your rights or obligations, including credentials, licences or any other rights, without the prior written consent of TID.

TID may assign, sell or transfer Latch and consequently these Specific Terms to third parties, whether or not to an affiliate of the Telefónica Group, without your consent and/or prior notice.

Likewise, TID may at any time subcontract part or all of its obligations under this agreement.

## **PRIVACY AND PERSONAL DATA PROTECTION**

TID is committed to respecting the privacy of its customers and users and the secrecy and security of their personal data, which is why we inform you that your personal data will be processed for the provision of Latch, in accordance with the provisions of the TU Services Privacy Policy, which you can consult here: <https://www.tu.com/en/pages/privacy-policy-1>. This Privacy Policy forms an integral part of these Specific Terms.

Similarly, since Latch provides its functionalities for Latch compatible services that are integrated with Latch and whose security the User decides to manage through Latch, it is important that the User knows the privacy policies and legal terms applicable to each of these compatible services, for which he/she should contact directly with the companies responsible for such Latch compatible services. TID is not responsible to the User for the processing of

personal data that these Latch compatible services may perform as a result of its integration with Latch and/or the use of Latch that the User may make for the management of their access and security in the use of such compatible services.

## **MISCELLANEOUS**

TID may modify these Specific Terms due to technological changes, regulatory changes that affect the Latch service, due to the evolution of the service itself or in order to make improvements to the wording and minor updates in order to increase transparency and facilitate understanding by the average user. Any modification of these Specific Terms will be made public on the Latch website and/or through other information media or communication channels that TID maintains with the User.

The declaration of nullity or invalidity of any clause or section of these Specific Terms, unless they are of an essential nature, shall not affect the validity and effectiveness of the other clauses and sections.

Failure or delay by any party to these Specific Terms to exercise or enforce any right, power or remedy under these Specific Terms shall not be deemed a waiver of such right, power or remedy.

In the event of any conflict between the provisions of these Specific Terms in Spanish and the provisions of their translated versions (English or Portuguese), the Spanish version shall prevail.

## **LAW AND JURISDICTION**

These Specific Terms shall be governed by Spanish law.

Unless any other mandatory jurisdiction is applicable, the parties agree to submit any disagreement in the interpretation and execution of these Specific Terms to the courts and tribunals of the city of Madrid (Spain).

Specific Terms in force as of: 28 February 2025

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