



TÉRMINOS Y CONDICIONES
TERMS AND CONDITIONS

Special Conditions for the Latch Developer Service

Last update: May 2024

Entry into force: May 2024

Thank you for choosing the Latch Developer Service.

1. Introduction

Telefónica Innovación Digital España, S.L.U, is a Spanish company with tax identification number (C.I.F.) B83188953 and registered office at Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid (Spain) (hereinafter, "TID").

TID is the owner of the Latch service for developers (the "**Service**") and these are the Special Terms and Conditions for the Latch Service for developers (the "Terms of Service" or the "Terms").

Latch is part of TID's family of "TU services" available at www.tu.com.

2. What the Service Contract covers

These Terms and Conditions are a legal contract between you (the "**Developer**" or "**You**") and TID. By using or accessing this Service, the Developer agrees to these terms, and to the in all matters not covered by these Terms and Conditions, and to our <https://www.tu.com/en/pages/privacy-policy-1> [Privacy Policy](#). If the Developer does not agree, you must not use the Service. These Special Conditions prevail over the General Conditions of the TU services.

These Terms apply to the Service and to any updates, releases, extensions, future versions, supplements or associated components and associated printed material and/or online or electronic documentation.

3. Features and Use of the Service

3.1. Features

Latch is a service that reduces the exposure of your online services by allowing users of the Service (the "End Users") to easily block access to the Developer's Service (see corporate logins or other operations within the service or website) [when they are not using it. In this way the exposure time of your Services is reduced against current threats, thus minimising the consequences of identity theft or unwanted uses.

The Service is intended for the Developer to add an extra level of security to their online services or websites. Integrating Latch with your online service will allow End Users to temporarily lock down (i) your online service or website while they are not using it, (ii) your service account or (iii) service functions that the Developer defines. Latch helps you reduce the risk of targeted attacks on your online services by reducing the time the services are accessible.

The Developer is responsible for performing the necessary integrations in his service, for which he is provided with a series of APIs/SDKs to facilitate this task. Likewise, documentation and guides are provided to facilitate the task. The developed plugins are provided as an example and are distributed without any kind of guarantee, being the responsibility of the Developer the correct functioning of the integration with the Latch service.

The Service may not be valid for certain online services.

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Latch is offered to End Users via smartphone or tablet applications (such as Latch for Android or Latch for iPhone). In order to lock or unlock their online service account, or functions as defined by the Developer, End Users must download the Latch application (owned by TID) from an authorised app store, to a mobile device that is listed on the latch.tu.com website as a supported device and operating system version.

TID may deny registration to the Service due to legal or regulatory limitations due to the Developer's location or for technical reasons arising from such restrictions. The Developer must not attempt to circumvent any such limitations in connection with the Service.

In engaging and using the Service you must comply with the terms of these Terms, all applicable laws and any notices given by us. The Developer may not use the Service in an unauthorised manner or in a manner that violates applicable laws, may interfere with another person's use of the Service or to gain unauthorised access to a particular service, data, account or network.

The Developer may start using the Service as soon as the registration process has been completed.

The Developer may make any enquiries about the Service, as well as report any illegal or inappropriate use of the Service by writing to sopORTE-latch@tu.com.

3.2. Prohibited Uses

The Developer undertakes to use the Service diligently, correctly and in accordance with the Law, morality and generally accepted good customs and public order. The Developer shall be solely liable to Telefónica and/or any third parties that may be affected by the Developer's services that may cause damage or harm to them, due to the integration of Latch into their online services or websites.

The Developer shall not integrate Latch into online services or websites that:

- Incite, support or express obscenity, vulgarity, profanity, hatred, intolerance, racism or violence;
- They commit fraud against another individual or entity;
- Intend to harm or exploit minors in any way;
- Are illegal or violate any applicable local or national law; including without limitation child pornography, bestiality, incest, illegal drugs, software piracy and harassment;
- Threatens, harasses, defames, defrauds, degrades, victimises or intimidates an individual or group of individuals for any reason, including on grounds of age, gender, disability, ethnicity, sexual orientation, race or religion; or incites or encourages any other to do so;
- Damages or destabilises, or attempts to damage or destabilise, another user's computer, or that would allow the Developer or others to illegally access or circumvent the security systems of websites or servers, including without limitation spam;
- Promotes or otherwise facilitates the acquisition and sale of ammunition or firearms;
- Provide or create links to external sites that violate this Service Agreement.

3.3. Subscriptions

Developers can access the Latch service through any of the subscription options available at from time to time.

Subscriptions are based on the usage of the Service, measured by the number of End User accounts that link the Latch service to an online service or website.

Each subscription option entitles to different consumption limits, service levels, support options and available Latch functionalities. The Latch website (<https://latch.tu.com>) provides information on the subscription options for the service, as well as pricing and payment terms, by accessing the "**My Subscription**" page in your private area of the Latch Developer portal <https://latch.tu.com>, and can be broadly classified into the following plans:

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- **Free Trial:** free service limited to a specific number of accounts ("Account Quota") for a specific period of time.

The Developer may choose to test the Services and its platform for a period of up to 30 calendar days from the date the Services are enabled and until the earlier of (a) the end of the free trial period for which he/she registered, or (b) the start date of the paid subscription to the Service, depending on the paid subscription model chosen by the Developer (hereinafter the "**Trial Period**"). At the end of the Trial Period the Customer may purchase additional products and Services, not included in the free trial, by selecting a subscription model.

THE DEVELOPER SHOULD NOTE THAT ANY DATA ENTERED INTO THE SERVICES DURING THE TRIAL PERIOD, AS WELL AS ANY CUSTOMIZATIONS MADE DURING THE TRIAL PERIOD, WILL BE PERMANENTLY LOST UNLESS (A) YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICES PRIOR TO THE END OF THE TRIAL PERIOD, OR (B) YOU EXPORT SUCH DATA PRIOR TO THE END OF THE TRIAL PERIOD. In either case, TID disclaims and shall not be liable for the loss of any information or data DURING THE TRIAL PERIOD.

- **Professional Service Plan** for a certain number of accounts and which gives access to certain functionalities for a specific period of time. The different Premium service options, as well as the features, validity and prices of each one are detailed on the Latch website (<https://latch.tu.com>). The full payment of the period fee is made at the time of purchase. At the end of the initial contracted period, the subscription will be renewed automatically and for the same term, unless the Developer exercises his right not to renew it, which can be done by accessing the "**My Subscription**" page in his private area of the Latch Developer portal <https://latch.tu.com> and proceeding to the **option to cancel the subscription at least 24 hours prior to its renewal**.
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- **Essential Plan:** service for a certain number of accounts and which gives access to certain functionalities for a specific period of time. The different Premium service options, as well as the features, validity and prices of each one, are detailed on the Latch website (<https://latch.tu.com>). Full payment of the period fee is made at the time of purchase. At the end of the initial period, the annual subscription will be renewed automatically and for the same term, unless the Developer exercises his right not to renew it, which he may do by accessing the "**My Subscription**" page in his private area of the Latch Developer portal <https://latch.tu.com> and proceeding to the **option to cancel the subscription at least 24 hours prior to its renewal**.

Hereinafter, payments relating to the Premium Service will be referred to as "**Paid Subscriptions**".

With respect to the Free Trial Plan, the provisions in these Terms of Service with respect to price, cancellation fees and payment shall not apply.

A Developer may not create different developer accounts for the same online service. In this case, TID reserves the right to terminate the Service.

3.4. Limited offers

If you access the Service through any limited-time offer you have received or purchased through TID ("Limited Offer"), these Terms of Service apply to your access to the Service. Any individual set of terms and conditions that are submitted to Developer during the Limited Offer period also apply to your access to the Service using the Limited Offer.

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3.4 Evaluation versions

From time to time, we may offer evaluation versions of a Paid Subscription for a specified period without payment (an **"Evaluation Version"**). TID reserves the right, in its sole discretion, to determine Developer's eligibility to obtain an Evaluation Version and to withdraw or modify an Evaluation Version at any time without prior notice and without liability to TID.

For some Evaluation Versions, we may require you to provide your payment details to access the evaluation and subsequent purchase of the Service. Upon expiry of such Evaluation Versions, we may automatically start the Paid Subscription period, unless you unsubscribe from the evaluation period prior to its termination through the configuration options on the "My Subscription" page of your private Latch Developer area on the Latch website <https://latch.tu.com>.

4. Price, payments, renewals and taxes

4.1. Price and payments

Prices and payment methods in relation to the Service are available on the Latch website (<https://latch.tu.com>). Full payment of the period fee is due at the time of purchase. Payments are due and payable in accordance with the payment option selected by the Developer in relation to the Service.

The applicable price shall be based on actual usage as set out in section 3.2 and shall be subject to change at any time by giving at least 30 days' notice prior to the date on which it is to take effect. The new terms shall thereafter apply to all Developers who have not cancelled the Service as of such date. Notwithstanding the foregoing, TID may inform of changes to these terms by sending an alert to the email address or mobile phone terminal number provided by the user in the registration process or subsequently.

Renewals

Paid Subscriptions will automatically renew at the end of the period, unless you indicate otherwise via the "My Subscription" page of your private Latch Developer area on the Latch website <https://latch.tu.com> up to 24 hours before the expiration of the period. By default the same amount of accounts contracted in the previous period is renewed. The Developer can decide to increase or decrease the number of accounts contracted in his licence for the next renewal.

If the subscription renewal is made for a licence that allows a lower number of accounts than the previous licence period (licence downgrade), the use of Latch will automatically be limited to the number of accounts allowed by the new licence. If the Developer service has more paired accounts than the number of accounts allowed by the licence, the last accounts that have been paired and that exceed the account quota will be automatically disabled (the latches will remain open and the user will not be able to modify their status).

In the case of Free Subscriptions, renewal is unnecessary as the ability to use the service will remain activated until the relevant period or applicable account quota is reached.

Evaluation versions cannot be renewed.

4.2. Taxes

The amount indicated on the website includes the value added tax applicable from time to time. The Developer must provide his/her country / place of residence for proper application when the Developer indicates his/her place of residence. Taxes associated with the price of the Services and/or Products shall be paid by whoever is liable according to the Law. In the event that a double taxation avoidance treaty is applicable, both Parties shall apply such treaty provided that all documentation necessary for its application, in particular a certificate of tax residence, is provided in due time and form.

4.3. Payments, cancellations and cooling-off period

If the Developer purchases a Paid Subscription, he/she consents to TID storing his/her payment details for the purpose of billing him/her for the service. You also agree to pay the applicable prices in connection with the Paid Subscription, plus all applicable taxes. Failure to comply with payment obligations may result in the termination of your subscription. Depending on the location of the transaction, the type of payment method used and the place of issue of your payment method, your transaction with TID may be subject to foreign exchange fees or price differences resulting from the application of exchange rates.

TID does not support all payment methods, currencies or payment territories. If the payment method you use to transact business with TID, such as a credit card, exceeds its expiry date and Developer does not edit your payment method information or cancel your account or such Payment Subscription, you authorize TID to continue billing by such payment method and you shall assume all liability for any uncollected amounts due and owing. Developer's obligation for payment of fees remains in effect until the end of the subscription period during which you cancel your subscription.

In the event of late payment, TID is entitled to carry out the following, without the need for prior notice: (i) suspend or terminate the provision of the Services, (ii) apply the legally established interest for late payment to the overdue and unpaid amounts.

All applicable taxes are calculated based on the billing information provided by the Developer prior to the purchase. Additionally, if the Developer requires a printed invoice reflecting their TID transaction, this can be accessed through their Latch account settings in the "My Subscription -> Billing Information" menu of the Latch Developer Portal. For information in this regard, please consult our Customer Support soporte-latch@tu.com.

The Developer may cancel his Paid Subscription on the Latch website at any time. There will be no financial penalty for cancellation. Upon cancellation, the Developer may choose to cancel at that time or at the end of the subscription term. If cancellation is made before the end of the term, no refund will be made. Upon cancellation of the Service, Latch protection will be automatically disabled for users of that service (latches will remain open and the user will not be able to change their status). The user will receive a notification informing him/her of the disabling,

If the Developer is a user, is a resident of a country that is part of the European Union and has purchased a Paid Subscription, he/she has the right to change his/her mind and receive a full refund within fourteen (14) days from the time of purchase (the "Cooling-Off Period"), but only if he/she has not started using the Service, in which case, no refund will be made.

5. Registration and data protection

To create a new Latch Developer account, or to upgrade from a Latch user account, the Developer must provide us with his or her user name, email address, password, personal or company ID number and address.

TID recognises the importance of protecting your privacy as a Latch Developer, which is why we have a Privacy Policy which you can view here: <https://www.tu.com/en/pages/privacy-policy-1>

6. Your Service Account

Your account credentials may only be used: (i) by the Developer; and (ii) by persons authorised by the Developer, in which case the Developer is obliged to inform such persons of the corresponding obligations arising from these Terms and Conditions and the corresponding Privacy Policy, and the Developer shall in any case be liable for any acts and/or omissions in the use of such credentials by the persons authorised to use them. The Developer is responsible for the safekeeping of his account credentials and for keeping them secret in order to prevent unauthorised access.

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In the event that a third party supplier of the Developer provides support to the Developer's end users, the Developer shall be obliged to ensure that the third party complies with and accepts, in writing, these Terms of Service, and the Developer shall be liable for the third party's failure to comply with these Terms of Service.

If the Developer suspects that his or her account is being misused or that a breach of security is occurring on the Service, he or she should contact TID immediately. The Developer is responsible for all activity that occurs under his or her Service account.

7. Internet access may be required

To access the Service via a mobile data connection on a portable device (such as a smartphone), the Developer will need a data access plan provided by their wireless service provider. To access the Service over WiFi or via an Internet connection, the Developer will need a compatible device, software, a browser and Internet access. We advise the Developer to check with their provider to find out if any fees apply to such services. The Developer is solely responsible for meeting any fees or costs associated with accessing the services through any wireless or other communication service.

TID is not responsible for the quality of the Developer's connection services that are not sufficient to enjoy the Service.

8. Your online service data

Latch is an extra layer of security implemented on top of online services or websites. It is independent of the specific functionality offered by the online service or website on which it is implemented. TID shall not assume any liability in connection with the Developer's online service or website and the End User's use of the service.

Latch does not store or manage private information about your End Users in connection with the service it protects. We collect information related to your End User's use of the Latch service (such as the number of times users block or unblock the Developer's service), as well as the number of valid and invalid attempts to access it. We will share this information with End Users on an individual level and with the Developer in the form of statistics using aggregated information, or in any other format that does not disclose the details of its End Users.

We also do not identify the personal data of end users in enquiries made by the Developer. We do not store any data relating to the operation of the Developer's online service, nor about its systems and authorisation processes. We also do not identify the personal data of end users in enquiries made by the Developer.

However, each time a status request (such as open latches, close latches, refresh) is made in the Developer application, a log will be stored with the following data.

- Account identification (hash id)
- Date and time
- Application
- Status (locked/unlocked)

When the Service expires, TID may retain aggregate information about the Developer's service (such as usage of Latch on its service, statistics on access attempts, etc.). This information will be stored in a format that will not reveal the characteristics of the Developer's service, website or the identity of its End Users.

Your data will be processed confidentially and handled in accordance with the TID Services Privacy Policy, available at <https://www.tu.com/en/pages/privacy-policy-1>

9. Use of your logo or trademark

When the Developer creates your application on the Latch service, we ask you for an image file with your logo or registered trademark. This image is used to identify your service or website in the service listing of the Latch mobile app console. The inclusion of your logo or registered trademark enhances your service, making it look like

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easier for end users to locate it in the app console. While the ability to add an image to the app is optional, we recommend doing so. By signing this Service Agreement, the Developer grants TID a worldwide, royalty-free license to use its logo or trademark for the purposes of the Service. The Developer represents that it has all rights to such trademark, and shall hold TID harmless from any damages arising from TID's (or any third party authorized by TID) use of such trademark.

9.1. Developer's Brand Use Policy

- In the event that the Developer requests TID to include its logo in the Latch application, the Developer shall provide it to TID in accordance with the quality standards indicated by TID. The Developer must retain all appropriate rights and permissions to the shared material.
- The Developer is solely responsible for all material on its logo and shall hold TID harmless for any infringement of third party intellectual property rights related to the use and disclosure of its logo by TID for the purpose described in this clause.
- The licence to use the Developer's logo is granted on a non-exclusive basis, without geographical limitation, limited to the purpose described in this clause and only for the duration of the service.
- Images may **not** contain:
 - Website addresses
 - The expressions "Latch", or "Telefónica Innovación Digital", or "Telefónica Innovación Digital", or "Latch", or "Telefónica Innovación Digital".
 - Reference to illegal drugs, profanity or violence.
 - Images or language that could be considered racist, misogynistic or homophobic.
 - Images depicting sex, violence, gore, drugs, explicit language or incitement to hatred and in general any images that are illegal.
 - Nazi symbology restricted by Section 86a of the Strafgesetzbuch (penal code) if the content will be visible in Germany, Austria or Switzerland.
- Images that do not comply with these guidelines and any other guidelines that are established in accordance with custom and good practice, or do not meet our standards of presentation, may not be used and TID reserves the right to block them.

10. Latch SDKs, Plugins and Latch documentation

TID provides various SDKs (software development kits), plugins and documentation ("Resources") to help the Developer integrate the Latch service into their online service or website.

The Developer can find these Resources on the Developer Portal (Developer Area). TID reserves the right to change these Resources at its sole discretion and without prior notice.

TID shall not be liable for failures and/or damages that the integration may cause to the Developer and/or third parties when such failures and/or damages occur as a result of the Developer's disobedience of the implementation instructions contained in the Resources.

10.1. Licensing SDKs and Plugins

All Resources are licensed under the LGPL 2.1. open source license unless otherwise noted on the Latch website and are governed by the terms of these Terms of Service and the LGPL 2.1 license.

Resources licensed under a proprietary licence are governed by the terms of their specific software licence and these Terms of Service.

10.2. Use of SDKs and Plugins

Without limiting the foregoing, unless otherwise specified in a specific licence, the Developer may not:

- Sell access to the Resources or distribute the Resources together with adware or toolbar installers;
- Use the Resources and any metadata available through the Resources for any purpose that is unlawful, defamatory, threatening, discriminatory, harassing, abusive, hateful, infringing of third party rights or damaging to TID's reputation;
- Disable or interfere with the proper functioning of the Resources or metadata available through the Resources; or
- Make service calls through the Latch API in a quantity or in a manner that is not reasonably necessary to exercise the Developer's rights under these Terms of Service.

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10.3. Support and modifications

In order to ensure continuous improvement of the service, TID reserves the right to provide the Developer with support or modifications to the Resources at its sole discretion and to discontinue providing the Resources without notice and without liability. TID further reserves the right to introduce new versions of the Resources and to require the Developer to use such updated versions. Continued use of the Resources by the Developer after the release of an updated version of the Resources shall be deemed acceptance of the modifications made to the Resources. In addition, given the impossibility of maintaining different versions of the Resources, after a certain period of time following the release of an update, older versions will no longer be supported and/or may limit the use of certain functionalities. Therefore, when publishing a new update, TID may indicate the period of time that the Developer has to use the modified version, after which, if the Developer is using an obsolete version, it may experience limitations in the use of the Service, and TID declines any liability in this regard, due to the Developer's failure to comply with the indicated deadlines.

10.4. Tariffs

Currently, the Resources are provided to the Developer free of charge, but TID reserves the right to set a price in relation to newly developed Resources or future upgrades to existing Resources.

10.5. Comments

The Developer is not obliged to send us any suggestions, comments or information ("Feedback") in relation to the Resources. However, we may use and include any Feedback voluntarily provided by the Developer to improve the Resources and/or our other products, services or technologies. Accordingly, if Developer submits Feedback, Developer consents to our free use, reproduction, licensing and distribution of such Feedback. Developer further agrees not to submit feedback that it knows is subject to any intellectual property claims by any third party or any licensing terms that would imply that any products or services derived from such feedback must be licensed in one way or another, or shared with a third party.

11. Support services

Support for the Service will be provided through the help documentation on the Latch website or Developer may contact TID at the following address soporte-latch@tu.com or any other address indicated on the website (<https://latch.tu.com>), informing us of any errors that have occurred. TID will use reasonable efforts to provide Developer with support services. To the extent permitted by applicable law, these are the only support obligations to which TID is committed under these Terms of Service.

Additional support options may be available for Paid Subscriptions as noted on the Latch website.

12. Contributions to TID

By submitting ideas, suggestions, documents or proposals ("Contributions") to TID through its contact web pages, Developer acknowledges and agrees that: (a) its Contributions must not contain confidential or proprietary information of third parties; (b) TID has no obligation of confidentiality, express or implied, with respect to the Contributions; (c) TID shall have the right to use or disclose (or elect not to use or disclose) such Contributions for any purpose, in any manner, using any international media; (d) TID may be considering something similar to the Contributions or may be developing such work; (e) Developer irrevocably grants TID a non-exclusive licence in respect of its rights to exploit its Contributions; and (f) Developer is not entitled to any compensation or reimbursement of any kind from TID under any circumstances.

13. How we can change these Terms of Service

TID reserves the right to modify these Terms of Service without prior notice and, in such case, notifying the Developer through the means provided in the Service, publishing the new terms, which will be applicable after a period of 15 calendar days following the expiration of the term.

its publication. If the Developer continues to use the Service after the aforementioned period, the new terms shall apply to the Developer. Otherwise, the Developer may unsubscribe and cease using the Service.

14. Changes to the Service

TID is continually working to update, improve and expand the Service and may modify the Service at any time.

If TID makes changes to the Service that it deems to be material, the Developer will be so advised via the Service or the Latch website. TID may modify, replace, deny access to, suspend or discontinue the Service, in whole or in part, or change and modify prices respectively for all or part of the Services for the particular Developer or for all Developers at TID's sole discretion. All such changes will be effective 15 days after the posting of the same on the Latch website or by direct

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communication to the Developer, unless otherwise stated. Your continued use of the Service after all changes are made will be deemed to be Developer's acceptance of such changes.

15. Expiration

The Terms of Service shall remain in effect until terminated by Developer or TID. Developer's rights under the Terms of Service shall terminate automatically without notice from TID if (i) Developer fails to comply with any of the terms of the Terms of Service; (ii) TID determines, in its sole discretion, that the provision of the Service to Developer is prohibited by applicable law or has become impracticable or impracticable for any reason of a legal or regulatory nature; (iii) TID determines, in its sole discretion, that the Developer is using the Service or is acting in such a manner that the service provided to other customers or any infrastructure related to the Service is being adversely affected; or (iv) TID determines, in its sole discretion, that the Developer's use of the Service poses a security or service risk that may involve the liability of TID or third parties.

Upon termination or expiry of the Service,

- a) The Latch Licence will automatically and immediately terminate;
- b) The Developer shall immediately cease and desist from using the Service in any manner; and
- c) The Developer shall uninstall and destroy all copies of Latch in its possession and, if required by TID, shall provide a written certificate executed by the Developer itself or any of its authorised representatives certifying such action.

16. Intellectual property rights

The Service is protected by copyright laws and international copyright treaties, as well as other intellectual and industrial property laws and treaties.

All titles, including without limitation copyrights, names, trademarks, trade names, trade dress, service marks or any other identifying features, in or relating to the Service and any copies thereof, are the intellectual and industrial property of TID and/or its suppliers.

This Service Agreement only grants Developer the limited right to use the Service under the terms and restrictions specified in these Terms of Service. The Developer does not and will not acquire any other right, title or interest in any Service, which shall at all times remain the sole property of TID or the relevant third party licensor to TID.

All title and intellectual property rights in and to content that may be accessed through use of the Service are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Service does not grant the Developer any rights in such content. All rights not expressly granted are reserved by TID.

Developer acknowledges and agrees that TID shall be the sole owner of any enhancements, upgrades or derivatives of the Service that are developed by TID during and after the term of this Service Agreement. Without limiting the foregoing, Developer expressly acknowledges and agrees that TID shall be the sole owner of any intellectual property developed as a result of this Service Agreement.

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novelty including, without limitation, (i) newly developed, revised or modified source code and (ii) those inventions where such elements are related in any way to the Service or TID's general business regardless of whether they are developed, revised or modified in response to Developer's requests, suggestions or ideas, even if carried out and paid for by Developer itself. Developer shall not, during the term of this Service Agreement and thereafter, challenge the validity of TID's intellectual property rights in the Service, or challenge TID's rights, title or interest therein, and shall not cause, influence or otherwise assist any other party to make any such assertions or challenges.

TID, and its licensors, reserve the right to make changes by suspending, removing or disabling access to the Service at any time without notice. In no event shall TID be liable for the removal or disabling of access to the Service. In addition, TD&P may impose limits on the use of or access to certain features of the Service, in any case, without prior notice and without any liability whatsoever.

17. Absence of guarantees

TID expressly disclaims any warranty in connection with the Service. Developer expressly understands and agrees that use of the Service is at Developer's sole risk. To the maximum extent permitted by applicable law, the Service and, if applicable, all such services provided within the scope of the Service, are provided on an "as is" and "as available" basis, without express, statutory or implied warranty of any kind, including without limitation any warranty of merchantability, satisfactory quality, accuracy, non-infringement or fitness for a particular purpose, including also without warranty that the Service will meet your requirements or that use of the Service or any services or functionality provided through the Service will be uninterrupted, timely, secure or error-free or that the results that may be obtained from the use of the Service will be accurate or reliable, that the quality of the Service will meet your expectations or that defects in the Service will be corrected. TID makes no warranties or representations as to the accuracy or completeness of any information, documentation, text, graphics, links or other items contained in the Service and no information advice contained in any such information, documentation, text, graphics, links or other items shall create any warranty. TID makes no warranty in relation to any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or any other computer programme. TID further expressly disclaims any warranty or representation by any third party. In the event that the Service is found to be defective, Developer shall bear the entire cost of any necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations regarding a consumer's applicable statutory rights, so the above exclusion and limitation may not apply to you at .

Developer agrees to indemnify and hold harmless TID and its subsidiaries, affiliates (including any entity belonging to the Telefónica Group), officers, agents, employees, advertising agents or partners against (i) any claims by third parties arising out of and in any way connected with Developer's use of the service under these Terms of Service (ii) any and all damages that may arise as a result of Developer's breach of any applicable law or regulation, (iii) any and all claims against TID made by any third party in connection with any service, content or other items provided or submitted by the Developer using the Service or (iv) any and all damage to any equipment belonging to TID or any other Telefónica Group company caused by the Developer's breach of these Terms of Service, including any liability or expense incurred as a result of the Developer's breach of these Terms of Service; including any liability or expense incurred as a result of all claims, losses, damages (actual or consequential), suits, demands, court costs and attorneys' fees, or of any kind and nature whatsoever. In such event, TID shall send Developer written notice of such claim, suit or action.

Third party software and devices connected to the Service are not endorsed or warranted by TID.

18. Limitation of liability

TID does not guarantee the availability and/or continuity of the operation of the Service, nor that its operation will be uninterrupted or free of defects, errors or viruses, nor the usefulness of the Service for the performance of any particular activity. TID may warn its users, to the extent possible, of possible interruptions to the Service. The Developer agrees that use of the Service is at the Developer's own risk.

In no event will TID be liable for any damages whatsoever (including, without limitation, loss of profits, loss of business, business interruption or loss of information) arising out of your use or inability to use Latch (including its end users), 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.

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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 damages based on these Terms, tort or otherwise.

TID shall have no liability with respect to the content of Latch or any part of the Service, including, but not limited to, errors or omissions in content, libel, infringement of intellectual and/or industrial property 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 Terms or Latch 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 subsequent to the last twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from that party's negligence; or (ii) fraud or false or misrepresented statement.

Nothing in this agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.

19. Confidentiality

The Developer agrees to treat as strictly private and confidential information and not to disclose to any third party any data, news or documents in respect of any media relating to the Service which it obtains or receives as a result of entering into or performing these Terms of Service (the "Confidential Information").

The undertaking described in the preceding paragraph shall not be deemed to be breached if the information, news, data and/or documents in question are already part of the public domain at the time of disclosure or the disclosure of such information is required by law or an authority orders the disclosure of all or part of the Confidential Information.

For the purposes of this section, Confidential Information also includes TID's system, any documents, commercial offers, orders or submissions made by TID to Developer relating to TID's business partners' technology, as well as customers, business plan, marketing and promotional activities, finances and other business matters.

The confidentiality obligations set forth in these Terms of Service shall survive termination of the Service and shall remain in effect until any of the exceptions contained in this section become applicable. In the event that any statute, applicable law or regulation, or any legal or regulatory authority, process or proceeding requires Developer to disclose confidential information, Developer shall notify TID of such requirement (to the extent permitted by law or regulatory or relevant authority) indicating such requirement so that the affected party may timely seek a protective order or other appropriate remedy, or waive compliance with the terms of this section. Developer further agrees to cooperate with TID in its efforts to obtain such protective order or other remedy. In the event such protective order or other remedy is not obtained, Developer may submit only that portion of the Confidential Information that, on the advice of counsel, it is legally required to disclose and shall use reasonable efforts to obtain assurance that such Confidential Information will be treated as such.

20. Notifications

To the Developer:

We may send to the Developer, in electronic form, information about the Service, these Terms of Service, TID's services and any other information that we are required by law to send to you. The Developer is responsible for keeping its email address up to date. Notices sent by email to the Developer shall be deemed delivered and received when the email is sent, whether or not the Developer has received the email in question. If Developer does not consent to receive electronic notifications, Developer must discontinue use of the Service.

TO TID:

Latch Service Agreement for Developers

The Developer may notify us of any issues relating to these Terms of Service or the Service by writing to soporte-latch@tu.com.

Any questions or queries relating to the support services of the Service should be sent to the contact address set out in section 11 of this document.

21. Applicable law

These Terms of Service shall be governed by Spanish law.

Unless prohibited by applicable law, the parties agree to submit any disagreement in the interpretation and execution of these Terms of Service to the courts and tribunals of the city of Madrid.

22. Assignment and subcontracting

The Developer may not assign these Terms of Service or otherwise transfer any of its rights or obligations, licenses or any other rights, without the prior written consent of TID.

TID may assign, transfer or sell the Service and, consequently, these Terms of Service to a third party, whether or not a member of the Telefónica Group, without prior authorization and/or notification to the Developer.

TID may at any time subcontract part or all of its obligations hereunder.

23. Advertising

TID may use the Developer's name and/or logo in a customer listing used in marketing materials provided that the Developer consents to TID by email following a relevant request from TID to do so.

24. Inderogability

Failure or delay by either party in connection with these Terms of Service in exercising or enforcing any right, power or remedy under these Terms shall not be deemed a waiver of any right, power or remedy; nor shall any single or partial exercise by either party be a bar to the exercise or enforcement thereof or of any right, power or remedy in any subsequent situation.

25. The contract in its entirety

These Terms of Service, and any addenda or amendments thereto, constitute the entire agreement between the Parties (including support services).

In the event of any conflict between the provisions of the Spanish Terms and Conditions and the provisions of the terms in another language (English or Brazilian), the Spanish version shall prevail.

26. Anti-corruption

Within the scope and as an essential part of the subject matter of these Terms of Service, the Parties declare that they comply with applicable anti-corruption laws and regulations and that they have internal policies and procedures to ensure compliance with such laws and regulations. Each Party shall promptly notify the other Party of any breach of any of these obligations, in which case the Party receiving the notification shall have the right to request immediate corrective action.