



TÉRMINOS Y CONDICIONES TERMS AND CONDITIONS

END-USER LICENSE AGREEMENT (hereinafter referred to as "EULA") FOR LATCH

IMPORTANT: PLEASE READ CAREFULLY THE PARTICULAR CONDITIONS OF THIS EULA BEFORE PROCEEDING WITH THE INSTALLATION OF THIS PROGRAMME.

These Specific License Conditions (hereinafter, the "Specific Conditions" or the "EULA") constitute an agreement between Telefónica Innovación Digital, S.L.U, as a company incorporated and registered in Spain, with the tax identification number (C.I.F.) B83188953 and having its registered office at Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid Madrid (Spain) (also referred to as "TID") and You (whether as an individual or a legal entity) with respect to the use on Your behalf of LATCH (hereinafter also referred to as "Latch").

Latch is owned by TID and is an integral part of the TU services, available at 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. These Special Conditions apply to Latch, which includes:

- Updates, releases, improvements, future versions;
- Supplements or associated software components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services unless other terms accompany such services. If so, those terms will apply.

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

We inform you that the General Terms and Conditions of Use of the TU Services shall also apply in all matters not expressly provided for in these Specific Conditions and the Tu.com Privacy Policy, both available at www.tu.com.

1. LICENSING. LICENSING RESTRICTIONS

The license to Latch granted by **TID** under this **EULA** is limited, revocable (as provided herein), non-exclusive, non-transferable, worldwide and non-sublicensable, and is granted solely for the purposes set forth in these Terms. The specific use of Latch is described in Section 2 "DESCRIPTION OF LATCH" of this document.

This **EULA** does not place **TID** under any obligation to update any software, or to issue any new version, release or update of Latch.

1.1 The Latch licence is subject to:

1.1.1 Access and use.

This **EULA** grants **You** the right to access and use Latch for the purpose for which it is intended, as set forth herein.

1.2 In order to respect the use of Latch, **you** further agree that:

(a) you will not share, assign, copy, sublicense, transfer, lease, rent, sell, distribute, install or otherwise provide to any third party (i) the Latch license, (ii) any use or application of Latch, or (iii) your rights under these Terms and Conditions;

(b) shall comply with TID instructions related to the use of Latch:

(c) you shall not (i) use Latch in a manner that is inconsistent with the reasonable and bona fide use of Latch, (ii) use Latch in a manner which, in the opinion of **TID**, directly affects (or is likely to affect) Latch or other **TID** customers, (iii) use Latch in a manner likely to disrupt, interfere with, distort or damage **TID**'s systems, (iv) use Latch fraudulently or in connection with a criminal

offence, (v) use Latch to knowingly send, receive, store or communicate any material which is unlawful, (vi) use Latch in a manner likely to cause offence, (vii) use Latch to send, receive, store or communicate any material which is unlawful, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, deceptive or otherwise likely to cause offence, (vi) use Latch to harass, spy on any person, or to impersonate any other person or act in a manner which may reasonably be regarded as objectionable, or which is otherwise injurious to any third party, (vii) use Latch in a manner that contravenes any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use Latch to send spam or send unsolicited advertising or promotional material, (ix) use Latch to send or transmit content or software material consisting of or containing viruses, (x) use Latch 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, (xi) use Latch in any manner that violates copyright, trademark, confidentiality, privacy or is used to infringe the intellectual or industrial property rights of any third party;

- (d) shall possess or continue to maintain the licences, consents and/or notifications required under any law,
- (e) applicable regulation and/or administrative order to receive and use Latch if any

(f) you will use Latch only (i) to identify yourself both in the application itself and in other applications that have Latch integrated (ii) in accordance with all applicable laws and regulations, and (iii) as provided in these Terms and in any documentation that is part of Latch;

(g) shall not use any documentation that is part of Latch except to support its authorised use;

(h) except as expressly set forth in these Terms and ~~Conditions~~, you will not (i) modify, adapt, translate, duplicate, disassemble, decompile, recompile, reassemble, reverse compile, reverse engineer or reverse engineer or take similar actions with respect to Latch for any purpose, nor (ii) 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);

(i) for the purpose of designing, modifying, or developing software or services similar in purpose, scope or function to Latch, shall not engage in competitive analysis, benchmarking, use

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;

(j) shall comply with applicable laws and shall not permit any party, either directly or on its behalf, to breach or violate any of these restrictions; and

(k) with respect to the maintenance of copyright notices, shall not remove or alter any copyright notice on any copy of "Latch".

2. DESCRIPTION OF LATCH

Latch is a mobile application and service that allows you to add an extra level of security to online accounts and services. To help prevent unauthorised use, Latch allows you to disconnect your accounts in a single motion when you are not using them.

Latch is an extra layer of security implemented on top of online services or websites.

Latch is accessible at the following web address: <https://latch.tu.com>.

3. LATCH PERFORMANCE

Once you have downloaded the Latch app to your smartphone or tablet from an authorised app store, you need to pair your Latch account with a Latch-enabled service that you are registered with. Then, simply set up the locks for the services and you can start enjoying the added protection.

You can only pair your Latch account with online services or websites that have integrated Latch security features ~~into~~ their respective services and where you have previously registered in some way (using a service-specific account or a generic social network account).

It is independent of the specific functionality offered by the online services or websites on which it is implemented. Latch does not store or manage your private data related to the service providers, and no personal data is shared between Latch and the service providers.

TID will use reasonable efforts to provide support services during the registration process or access to Latch ("Support Services"). Any requests for Support ~~Services~~ should be sent to TID at the following email address soporte-latch@tu.com or at any of the addresses reflected on the <https://latch.tu.com> website.

4. SUPPORT SERVICES

Requests for Support Services will be dealt with by **TID** as soon as possible.

5. RATES

You should note that the use of Latch, unless otherwise stipulated by the relevant app store, is free of charge to You.

6. DURATION AND TERMINATION

This EULA will remain in effect until terminated by you or **TID**, and will commence upon **your** downloading the software and acceptance of the EULA.

this EULA.

Upon termination, this EULA shall automatically renew, at the then-applicable rates available on the LatchPortal, for successive annual periods unless either Party notifies the other Party of its intention to terminate this EULA by giving written notice no later than two (2) months prior to the annual expiration date or to either of the Parties.

renewals.

Notwithstanding the foregoing, **TID** may, in its sole discretion and without prior notice, terminate this **EULA** and any Latch license granted to **You** by **TID**.

In addition, **TID** may terminate this relationship immediately in the event that (i) **You** fail to meet Your obligations to pay the applicable fees, provided that **TID** gives You prior notice and does not correct them within ten (10) days of the date of termination.

(ii) **TID** determines, in its sole discretion, that the provision of the Service offered to **You** is prohibited by applicable law or has become impracticable or impracticable for any legal or regulatory reason, (iii) **TID** determines, in its sole discretion, that **You** are in breach of any of the terms and conditions hereof or that **You** are using or acting upon Latch, (iv) **TID** determines, in its sole discretion, that **Your use of** Latch poses a security or service risk that may involve the liability of **TID** or third parties.

Upon termination or expiration of this **EULA**,

- a) The Latch licence terminates automatically and immediately;
- b) **You** must immediately cease and desist all use of Latch;
- c) **You** must uninstall, return or destroy all copies of Latch in Your possession and provide a written certification by **You** or any of Your authorised representatives certifying such action.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles, including, but not limited to, copyrights, names, trademarks, trade names, service marks or any other proprietary notices, including, but not limited to, copyrights, names, trademarks, trade names, service marks or any other proprietary notices. identification feature in Latch and copies thereof, as well as any other distinctive signs, patents, licenses or copyrights are the intellectual or industrial property of **TID** or its suppliers.

These Terms and Conditions only grant you the limited right to use Latch under the terms and conditions specified herein. You do not have and will not acquire any other right, title or interest in or to Latch, which shall at all times remain the exclusive property of **TID**.

All title and intellectual property rights in and to content that may be accessed through the use of Latch are owned by the respective content owner and may be protected by applicable copyright or intellectual property laws and treaties.

These Terms do not grant you any rights to use such content. All rights not expressly granted are reserved by **TID**.

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 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 (i) newly developed, revised or modified source code and (ii) 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 Terms, and thereafter, You will not assert the invalidity of **TID**'s intellectual or industrial property right in Latch, or challenge **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 challenge.

8. GUARANTEES

TID warrants that Latch will substantially conform to the functional specifications contained in these Terms for three months following delivery.

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

(i) any third party claims arising out of or in connection with your use of Latch in connection with these Terms

(ii) any and all damages resulting from your violation of any applicable law or regulation 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 Terms by you or as a result of your use of Latch; (iii) 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 (iv) any damage to any equipment belonging to TID or on or about

any other company in the Telefónica Group caused by your breach of these Terms; including any liability

or expense arising from all claims, losses, damages (actual or consequential), demands, suits, judgments, litigation costs and attorneys' fees, or of any kind and nature whatsoever. In such event, TID will provide you with written notice of such claim, suit or action.

9. LIMITATION OF LIABILITY

In no event shall **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 will **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 **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 the 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** in the last twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in this agreement shall exclude or restrict either party's liability 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.

10. 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 **Terms** (the "Confidential Information").

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 the Confidential Information.

For the purposes of this section, Confidential Information also includes these **Terms**, including the relevant consideration, the **TID** system, any documents, business offerings, information or presentations given to you by **TID** relating to **TID's** business partners' technology, marketing and promotional activities, finances and other business matters.

The obligations of confidentiality set out in this document shall survive the termination of these Special Conditions 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. In the event that such protective order or other remedy is not obtained, **You** shall permit only that portion of the Confidential Information to be provided herein that is advised by the opinion of an attorney who shall legally disclose and who shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

11. LAW AND JURISDICTION

These Special Conditions shall be governed by Spanish Law.

The parties agree to submit any disagreement in the interpretation and execution of these Particular Conditions to the courts and tribunals of the city of Madrid.

12. ASSIGNMENT AND SUBCONTRACTING

You may not assign this **EULA** or ~~otherwise~~ transfer any of your rights or obligations, including any credentials, licenses, or any other rights, without the prior written consent of **TID**.

TID may assign, sell or transfer Latch and consequently these Terms to any third party, whether a member of the Telefónica Group or not without your consent and/or prior notice.

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

13. ADVERTISING

TID may use your name and/or logo in a list of customers used in marketing materials provided that **you** give your consent to **TID** by e-mail in the relevant request sent by **TID**.

Within forty-five (45) days of signing this **EULA**, **TID** may issue a press release announcing its relationship with **You** as a customer, provided that **You** have the opportunity to review and approve the press release.

14. PRIVACY

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 Telefónica Innovación Digital, S.L.U. will process your personal data 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>

15. CONTRACTUAL MODIFICATION

TID may modify these **Terms** due to (i) technological changes, (ii) regulatory changes affecting the Service, or (iii) the evolution of the Service, by posting it on the website <https://latch.tu.com>, for your information.

16. PRESERVATION AND INTEGRITY OF THESE TERMS AND DOES NOT WAIVE

The declaration of nullity or invalidity of any clause of these **Terms**, unless of an essential nature, shall not affect the validity and effectiveness of the remaining clauses.

The failure or delay of any party to these **Terms** to exercise or enforce any right, power or remedy under these **Terms** shall not be deemed a waiver of such right, power or remedy.

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

17. NOTIFICATIONS

To **You**: Except as otherwise provided herein, notices made by **TID** under these **Terms** will be provided to **You** at the email address **You** provided to **TID** in the registration process followed to acquire the right to access and use Latch or at any updated email address **You** provided to **TID** and/or affiliates. It is your responsibility to keep your email address up to date and you will be deemed to have received any email sent to such address if it is sent from **TID** and/or affiliates, regardless of whether you actually received the email.

To **TID**: For notices from **You** to **TID** under these **Terms** and for questions regarding these **Terms** or Latch, **You** may contact Us at <https://latch.tu.com>.

Any support questions or queries related to Latch should be addressed to the contact described above.