



TERMS OF USE

LEGAL INFORMATION AND ACCEPTANCE

These provisions regulate the use of the service of this website (hereinafter, the "Website") that FIT 2 TRIP SPAIN, S.L. (hereinafter "Fit 2 Trip" or "the external collaborator") makes available to Internet users, acting as an external collaborator of the insurance broker INTERMUNDIAL XXI, S.L. (hereinafter "Intermundial" or the "broker").

For this purpose, and in compliance with article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, the following data are reflected below:

INTERMUNDIAL is a Spanish company, domiciled in Madrid, C/ Irun, 7, Zip Code 28008, with CIF B81577231, email info@intermundial.es, which holds the status of insurance broker, and is registered in the administrative register of insurance and reinsurance distributors of the Spanish supervisory authority, Directorate General of Insurance and Pension Funds, with registration number J-1541. registered in the Commercial Register of Madrid, volume 11482, book 0, folio 149, sheet number M-180.298; It also has civil liability and financial capacity insurance according to current legislation.

The external collaborator FIT 2 TRIP SPAIN, S.L. is a Spanish company, domiciled in Madrid, Paseo de Recoletos, No. 27, 4th Floor, Zip Code 28004, email info@fit2trip.com, C.I.F. B88600457, registered in the Commercial Register of Madrid, volume 40369, folio 12, sheet M-717071.

GENERAL CONDITIONS OF USE OF THE WEBSITE

1. Definition of user and acceptance of the terms of use

The access and / or use of the Website grants to the person who performs it the status of user thereof, accepting from that moment and without reservation these Terms of Use, without prejudice to the Particular Conditions that may be established for the regulation of certain services and / or contents. In the event that the user is a minor, he/she must obtain prior permission from his parents, guardians or legal representatives, who will be held responsible for all purposes of all acts performed by the minors in their charge. The provision of the service of the Website has a limited duration of time when the User is connected to the Website or to any

of the services provided through it. Therefore, the User must carefully read this Legal Notice on each of the occasions when he/she intends to use the Website, since this and its conditions of use contained in this Legal Notice may be subject to change.

2. User obligations

The user undertakes to use the Website in accordance with current legislation, good faith, public order and generally accepted uses and customs. Likewise, the user undertakes not to use the Website for illicit or harmful purposes for the rights and / or interests of the owner and / or third parties, and not to cause damage or prevent its normal functioning.

3. User responsibility

The use made by the user of the Website will be the sole and exclusive responsibility of the Website, keeping in any case the service provider harmless from any damage and / or harm that, directly or indirectly, the non-observation of these Conditions of Use by the user. In this sense, the owner reserves the right to deny access and / or use of the Website or any of its contents and / or services, to any user who could, or had breached these Conditions of Use.

The user is made aware that the legal conditions that regulate the use, the Privacy Policy and the Cookies Policy of the website are expressly and fully accepted by the mere fact of accessing the site and / or using its services and contents. Therefore, it is your responsibility to access the legal conditions that regulate the use and privacy and cookies of the site periodically to know the successive versions that are published.

4. Responsibilities of the owner of the Website

The owner is not responsible for damages and / or losses of any nature that the user or a third party may suffer or derive from:

(1) a third party, violating the established security measures, uses the Website, its contents or services for the remission of viruses, or for the unauthorized use of the data stored by the provider;

(2) nor, in general, of any use of the Website, its services and / or contents that the user or a third party may make, contrary to the conditions of access and use established therein. In this sense, the owner reserves the right to deny access and / or use of the Website or any of its contents and / or services, to any user who could or has breached these Conditions of Use.

5. Authorization of use of the marks and logos. Intellectual and industrial property

The owner of the Website is, by itself or as assignee, owner of all intellectual and industrial property rights of the Website, as well as the elements contained therein (by way of example, images, sound, audio, video, software or texts; trademarks or logos, colour combinations, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc.). All rights are reserved.

Pursuant to the provisions of the Law on Intellectual Property, the reproduction, distribution and public communication, including its modality of making available, all or part of the contents

of this website, for commercial purposes, on any medium and by any technical means, without the authorisation of the owner are expressly prohibited.

The user's access to the Website, the provision of services and the publication of content for its use, does not imply in any case the transfer, waiver or transmission, in whole or in part by the provider of ownership of the corresponding intellectual and industrial property rights. In fact, under no circumstances may the user make a use, or use of the website as well as its contents and services that is not exclusively personal. With the exception of acts of provisional reproduction, transients or accessories that are an integral part of the technological process to facilitate access to and enjoyment of the Website, no part of it maybe reproduced, distributed, transmitted, copied, publicly communicated or transformed, in whole or in part by any manual, electronic or mechanical system or method (including photocopying, recording or any storage and retrieval system) through any media currently known or invented in the future, without authorisation of the owner.

If the action of the user or his culpable or negligent omission directly or indirectly attributable originates the infringement of the intellectual and industrial property rights of the owner of this Website or of third parties - whether or not there is a benefit for the user - causes damages, losses , obligations, expenses of any nature, sanctions, coercive measures, fines and other amounts arising or derived from any claim, demand, action, lawsuit or procedure, whether civil, criminal or administrative, the owner will have the right to address the user for all the legal means at their disposal and claim any compensation amounts, including - but not limited to - moral and image damage, consequential damage and loss of profit, advertising costs or of any other nature that could result for their repair, amounts of sanctions or convictions, default interest, the cost of financing all the amounts in which The owner, the legal costs and the amount of the defense could be harmed in any process in which they could be sued for the causes previously exposed, for the damages caused by reason of their action or omission, without prejudice to exercising any other actions that correspond to us by law.

6. Data collection forms and personal data collection

Without prejudice to the provisions below and in the privacy policies accessible from the Website and that may be applicable at any time, the use of certain services or requests are conditioned on the prior completion of the corresponding form.

All information provided by the User through the forms of the Website for the above purposes or any other must be truthful. For this purpose, the User guarantees the authenticity of all the data communicated and will keep the information provided perfectly updated in a way that responds, at all times, to the real situation of the User. In any case, the User will be solely responsible for the false or inaccurate statements made and for the damages caused to the owner or third parties by the information provided.

For more information about the processing of your personal data on the Website please refer to the Privacy Policy.

7. Use of Cookies

For more information on the use of cookies on the Website, please refer to the Cookies Policy.

8. Reservation of Rights

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The following rights are reserved:

- The modification of all or part of the Website, its design, content and / or services, as well as these Conditions of Use when deemed appropriate.
- To interrupt, temporarily suspend or definitively cancel the Website or any of the contents and / or services that comprise it, at its sole and entire discretion.
- To establish particular conditions and, where appropriate, the requirement of a financial premium or other requirement for access to certain services and / or website content.
- To limit, exclude or condition the access of users when all the guarantees of correct use of the site are not given by them in accordance with the obligations and prohibitions assumed by them.
- To end the provision of a service or supply of content, without the right to compensation, when its use by users becomes illegal or contrary to what is established in the conditions that regulate it.
- To undertake any legal or judicial action that is convenient for the protection of the rights of the owner and of third parties that provide their services or content through the website, provided that it is appropriate.
- To demand the compensation that may arise from the improper or illegal use of all or part of the services and content provided through the website.
- To deny or withdraw access to the Website and / or the services offered without prior notice, at their own request or by a third party, to those users who fail to comply with these General Conditions of Use

9. Exemption and limitation of liability of the provider

The service provider is exempt from any type of liability for damages of any kind in the following cases:

- The impossibility or difficulties in connecting to the communications network through which the Website is accessible, regardless of the type of connection used.
- For the interruption, suspension or cancellation of access to the Website, as well as for availability and continuity of the operation of the services and / or contents, when this is due either to (i) interruption by technical maintenance services or to (ii) a cause outside of the provider's scope of control, whether it comes directly or indirectly from it.
- The service provider assumes no responsibility for the services and content, or for the availability and conditions, technical or not, of access to them, which are offered by third party service providers, in particular with regard to information society service providers. Information society service providers shall mean natural or legal persons providing the following services to the public: (i) transmission over a data communication network provided by the recipient of the service (ii) access services to the public: (i) transmission over a data communication network provided by the recipient of the service (ii) access services to the aforementioned network (iii) Data

storage or accommodation services (iv) provision of content or information (v) temporary copying service of the data requested by users (vi) facilitating links to content or search tools.

- For damages that may be caused by the information, contents, products and services - delimiting but not limited to - provided, communicated, hosted, transmitted, displayed or offered by third parties outside the owner of the Website - including service providers the information society - through the Website through links published on them.
- The processing and subsequent use of personal data carried out by third parties outside of the owner of the Website, as well as the relevance of the information requested by them.
- From the quality and speed of access to the Website and the technical conditions that the user's team must meet in order to be able to access the Website its services and /or contents.
- The owner of the Website will not be responsible for any delays or failures that occur in the access and / or operation of the services and / or contents of our websites, due to a case of force majeure.
- The owner of the Website is not responsible for the decisions made on the basis of the information provided on the Website or for the damages caused to the User or third parties due to actions that have as their sole basis the information obtained on the Website.

10. Hyperlinks

The use of hypertext links without permission and the presentation by means of frames of the contents available on the Online Sites and Products is prohibited. Accordingly, Fit 2 Trip reserves the right to disable such elements and expressly disclaims all liability arising from the contents available on other websites, services, tools or online applications linked to the Website and its services. Thus, the user who accesses any of them, will do so at his sole responsibility.

In the event that links or hyperlinks to other Internet sites are available on the Website, no control will be exercised over such sites and their content. No liability shall be assumed for the contents of any link belonging to a third-party website, nor shall it guarantee the technical availability, quality, reliability, accuracy, breadth, veracity, validity and constitutionality of any material or information contained in any such hyperlinks or other Internet sites. Likely, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

11. Applicable legislation and dispute resolution

The parties, expressly waiving their own jurisdiction, accept Spanish legislation as the governing legislation of these Terms of Use, and for the resolution of any disputes or litigation that may arise from them, agree to submit to the jurisdiction of the Courts and Tribunals of Madrid.