

## **TERMS AND CONDITIONS**

### **1. Introduction and company data**

This document constitutes the Disclaimer and Terms and Conditions of Use which regulate access, navigation and use of the website, [www.groovety.tv](http://www.groovety.tv), owned by MEDIAPRODUCCION, S.L.U. (hereinafter referred to as "MEDIAPRODUCCION"), a commercial company having its registered place of business at Avenida Diagonal 177-183, planta 12, Edifici Imagina, 08018, Barcelona, with Spanish Tax ID number B-60188752 and registered with Companies Registry in Barcelona, Book: 24885, Sheet 163, Page: B-80718, 1<sup>st</sup> inscription.

You may communicate with MEDIAPRODUCCION by sending an email to the address: [info@groovety.tv](mailto:info@groovety.tv)

### **2. General terms and conditions of use**

The use of the services accessed through the Website [www.groovety.tv](http://www.groovety.tv) is subject to these General Conditions.

### **3. General Terms & Conditions and acceptance thereof**

These General Terms & Conditions (hereinafter referred to as "General Conditions") regulate access to and use of the website [www.groovety.tv](http://www.groovety.tv) (hereinafter referred to as the "Website"), including all content therein understood to mean texts, graphics, artwork, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information, in addition to whatsoever creation protected by Spanish law and international agreements regarding intellectual and industrial property, (hereinafter referred to as, "Content") and services (hereinafter referred to as, "Services") that MEDIAPRODUCCION makes available to website users.

The term "User" and "Users" shall be attributed to anyone who accesses Content and/or uses the Services (hereinafter referred to as, "User") and means that you agree to be bound by the General Terms & Conditions as per the latest version published by MEDIAPRODUCCION on the Website at such time as the User accesses them, therefore, if you do not agree to the content thereof, you should abstain from accessing and/or using the Services and/or Content offered and available from the Website.

These General Terms & Conditions are understood to be non-exclusive regarding the possibility of certain Services, Content and/or tools available through the Website being subject to specific conditions and terms, in which case, these shall be made available and explained to the User.

### **4. Subject matter**

These General Terms & Conditions regulate access to Content and the entire range of Services offered by MEDIAPRODUCCION by way of its Website, through which a range of Content and information of varying forms is made available to Users, generally referring to products and services marketed by MEDIAPRODUCCION, or companies from within the corporate group to which it belongs. However, MEDIAPRODUCCION reserves the right to modify the presentation, configuration and content of the Website and Services, in addition to the terms and conditions required for access to or use of same. Access and use of Content and Services once modifications or changes thereto have come into effect implies that you are in agreement and accept these new terms or conditions.

## **5. Conditions governing access to and use of Services**

### **5.1. Access**

Access to Content and use of the Services provided by [www.groovety.tv](http://www.groovety.tv) is free to all Users.

### **5.2. Minors**

If you are a minor and wish to make use or avail of the Services contained herein, you must first obtain the permission of your parents, guardians or legal representatives, who shall be deemed responsible for all actions carried out by the minors in their care.

The parents or legal guardian of minors are the sole person responsible for determining which specific Content or Services said minors may access. Given that the Internet allows access to Content that may be deemed unsuitable for children, we take this opportunity to point out to Users that there are many mechanisms available, particularly software offering parental controls and filters designed to limit access to certain content, and even though these are by no means infallible, they do however prove of great use in controlling and restricting content which may be available to minors.

### **5.3. Obligation to make proper and correct use of the Website and Services**

By accepting these Terms and Conditions, Users agree to use the Website and Services and to access Content, in accordance with the law, this Disclaimer, the Specific Conditions of certain Services and all other notices, regulations of use and instructions brought to their knowledge.

To this end, the User agrees to refrain from making use of any Services for illegal purposes or for illegal ends, forbidden pursuant to this Disclaimer, or detrimental to the rights and interest of any third party, or which in any way may damage, render inoperative, overload, deteriorate or limit the functionality and normal use of the Services, IT equipment or documents, files and all Content stored on any computer equipment (hacking) belonging to MEDIAPRODUCCION, other Users or any other Internet User (hardware and software).

In particular, and including but not limited to, Users agree not to transmit, diffuse or make available to third parties any information, data, Content, messages, graphics, drawings, audio and/or video files, photographs, recordings, software and, in general, any material which:

(a) may in any way infringe upon, violate or adversely affect any constitutionally recognized fundamental rights and public freedoms, those stipulated under international treaties or by other legislation;

(b) instigate, incite or promote criminal acts, or derogatory, defamatory, slanderous, or violent acts, or in general any illegal acts or those deemed to be in violation of generally accepted principles of morality or public order;

(c) instigate, incite or promote attitudes, acts and beliefs that victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability;

(d) include, make available or facilitate access to criminal, violent, offensive, damaging, degrading, or in general any products, elements, messages and/or Services, deemed to be in violation of generally accepted principles of morality or public order;

- (e) induce or which might induce an unacceptable state of fear or anxiety;
- (f) induce or incite involvement in behavior that may be deemed as dangerous, risky or harmful to health and psychological well-being;
- (g) is false, ambiguous, misleading, exaggerated or unsuitable in such a way as to induce or which might be misleading concerning the reasons for or intentions or purposes of the communicating party;
- (h) is protected by intellectual or industrial property rights belonging to any third party, and which the User has not requested prior authorization from its owners in order to make use of, or the intention to make use of the material;
- (i) disclose third party business or trade secrets;
- (j) infringe on personal honor, personal/family intimacy or personal image rights;
- (k) in any way undermine the good name of MEDIAPRODUCCION or of third parties;
- (l) infringe the rules governing secrecy of communications;
- (m) and, if applicable constitute unlawful, misleading or unfair advertising and, in general, that which may constitute unfair competition;
- (n) include any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the MEDIAPRODUCCION Website, computer software, hardware or telecommunications equipment belonging to MEDIAPRODUCCION or third parties which might damage electronic documents and files stored on the aforementioned computer hardware;
- (o) due to their features (such as format, size, etc.) might limit the normal functionality of the Service;
- (p) contain HTML tags other than those expressly authorized by MEDIAPRODUCCION.

## **6. Liability disclaimer**

The User agrees that when availing of Services or accessing Content by virtue thereof, you agree to be held liable for failing to comply with, and are bound by these General Terms and Conditions and the law concerning the use of Services and access to Content.

## **7. Disclaimer of warranty and liability**

### **7.1. Disclaimer of warranty and liability for functioning of Website&Services**

#### **7.1.1. Availability and continuity, usability and fallibility**

MEDIAPRODUCCION does not guarantee the availability and continuity of their Website and Services which are provided "as is" and "as available," without warranty of any kind, either express or implied. Within reason and when possible, MEDIAPRODUCCION shall provide prior warning of interruptions in the operation of the Website. MEDIAPRODUCCION does not guarantee the usefulness of the Website & Services for the performance of any activity in

particular, nor its infallibility, and in particular but not exclusively, that Users can effectively use the Website & Services, access the varying websites comprising the Website or those from which Services are made available.

To the extent permitted at law, MEDIAPRODUCCION does not accept any responsibility or liability for damages of any kind that may be due to the lack of availability or continued operation of the Website & Services, dissatisfaction resulting for usability that Users have attributed to the Website & Services, fallibility of the Website & Services, and in particular but not exclusively, any failure in accessing the different Website or those from which Services are made available.

## **7.2. Disclaimer of warranty and liability for Content**

### **7.2.1. Quality**

MEDIAPRODUCCION does not control or warrant that the Website or any of its Contents is virus free. We accept no responsibility or liability for any infection by virus or other contamination or by anything which has destructive properties or which can affect your hardware or software or electronic documents and files stored on your computer system.

To the extent permitted at law, MEDIAPRODUCCION does not accept any responsibility or liability for any infection by virus or other contamination or by anything in the Content which has destructive properties or which can affect the hardware or software or electronic documents and files stored on User's computer systems.

### **7.2.2. Legality, reliability and utility**

MEDIAPRODUCCION does not warrant the legality, reliability or utility of Content.

To the extent permitted at law, MEDIAPRODUCCION does not accept any responsibility or liability for damages of any kind incurred as a result of transmission, distribution, storage, provision, receipt, obtaining or access to Content, and in particular but not exclusively, for any damage that may occur due to:

(a) failure to comply with the law, morality and generally accepted principles of morality or public order as a result of the transmission, distribution, storage, provision, receipt, or obtaining access to Content;

(b) infringement of intellectual and industrial property rights, business secrets, contractual obligations of any kind, the rights to honor, personal and family privacy and image of persons, property rights and any other third party' rights as a result of the transmission, distribution, storage, provision, receipt, or obtaining access to Content;

(c) engaging in acts of unfair competition and illegal advertising as a result of the transmission, distribution, storage, provision, receipt, or obtaining access to Content;

(d) the lack of veracity, completeness, relevance and/or up-to-the-minute accuracy of the Content;

(e) unsuitability for whatsoever purpose and not living up to expectation generated by Content;

(f) non-compliance or delay in compliance, defective performance or termination for any reason of the obligations assumed by third parties and contracts with third parties for, or in connection with, access to Content;

(g) whatsoever latent and patent defects and flaws in Content transmitted, distributed, stored, made available or otherwise transmitted or made available, received, obtained or have been accessed via the Website or Services.

### **7.2.3.Veracity, exhaustiveness and up-to-the-minute accuracy**

MEDIAPRODUCCION does not warrant the veracity, exhaustiveness and up-to-the-minute accuracy of Content.

To the extent permitted at law, MEDIAPRODUCCION does not accept any responsibility damages of any kind incurred as a result of the lack of veracity, exhaustiveness and/or up-to-the-minute accuracy of Content.

### **7.3.Disclaimer of warranty and liability for information, Content&Services provided by third parties and hosted outside the Website**

The Website makes technical linking devices (links, banners, buttons, etc.), directories and search tools available for Users, thereby allowing them to access websites belonging to or managed by third parties, (hereinafter referred to as "Linked Sites"). The sole purpose of installing these links, directories and search tools is to assist the User in searching for and accessing information, Content & Services available on the Internet.

Search results are provided directly by third parties and are the result of the automated operation of technical mechanisms, as a result MEDIAPRODUCCION cannot control or supervise these results and, in particular, nor can it control or supervise the appearance of Internet sites whose content may be deemed to be in violation of generally accepted principles of morality or considered inappropriate for whatsoever reason. In the event that a User considers that any site included in search results contains illegal activity or information and is interested in requesting the removal of the link, the User may initiate proceedings by contacting MEDIAPRODUCCION via the address as stipulated in the Disclaimer.

MEDIAPRODUCCION does not offer or market the information, products or services available in the Linked Sites itself or by way of third parties, nor does it control, supervise, or provide prior approval of the products, services, contents, information, data or any other type of material appearing on these Linked Sites.

MEDIAPRODUCCION does not warrant or assume any responsibility for any damages of any kind which may be incurred as a result of:

- (a) the performance, availability, accessibility and continuity of Linked Sites;
- (b) the maintenance of information, content and services available from Linked Sites;
- (c) the provision or transmission of information, content and services available from Linked Sites;
- (d) the quality, legality, reliability and usefulness of information content and services available from Linked Sites under the same terms and to the same extent as per general provisions 9.2 and 9.3 with respect to content and services provided by third parties via the Website.

### **7.4.Disclaimer of warranty and liability for use made of Website, Services&Content by User**

MEDIAPRODUCCION has no obligation to monitor and does not control the manner in which Users make use of the Website, Services or Content. In particular, MEDIAPRODUCCION does not guarantee that users use the Website and/or Content in accordance with this Disclaimer and,

where appropriate, with the Specific Conditions applicable, nor can it monitor or control that this use is carried out in a diligent and prudent manner. MEDIAPRODUCCION is under no obligation to check and verify the identity of users, veracity or up-to-the-minute accuracy, completeness and/or authenticity of the data which Users provide about themselves to other Users.

MEDIAPRODUCCION does not accept any responsibility or liability for damages of any kind incurred as a result of use of the Services and Content by Users or that may be due to the lack of veracity, up-to-the-minute accuracy, completeness and/or authenticity of the information Users provide to other Users about themselves and, in particular but not limited to, damages of any kind that may be due to identity theft of a third party by a User in any form of communication carried out via the Website.

## **8. Intellectual and industrial property rights**

The Website and all elements comprising it, such as databases, IT applications, distinctive signs, logos, images, fragments of audiovisual material, graphic designs or whatsoever other element are subject to intellectual and industrial property rights over which MEDIAPRODUCCION exercises exclusive ownership or is the assignee with the extent required. These General Conditions do not imply the transfer or granting of any intellectual or industrial property right whatsoever to the User for the Website or any of the elements which constitute it. The User is therefore expressly forbidden to play, distribute, transform, communicate publicly, make available, extract, reuse, resend or operate by any means or procedure the Website or any of the elements which constitute it, except where legally permitted or upon obtaining prior authorization from MEDIAPRODUCCION in writing.

The User may view and obtain a private temporary copy of Content available via the Website for their exclusive personal and private use on their computer system, provided that this is not carried out for commercial or professional activities. Users agree to refrain from bypassing or endeavouring to bypass any technological measures adopted by MEDIAPRODUCCION in order to restrict activity which have not been authorized by MEDIAPRODUCCION or third party owners of rights to work or restricted access services that are accessible via the Website. Users are at all times required to respect all intellectual and industrial property rights to the Website, regardless of whether these are owned by MEDIAPRODUCCION or a third party.

All rights reserved, in the terms provided in the legislation on intellectual property, regarding the owners of the works, artistic performances, phonograms, audiovisual recordings and broadcasts object of this transmission. It remains prohibited under the sanctions of civil and criminal law enforcement the reproduction, distribution (by sale, lease, loan, etc.), public performance, broadcasting and communication to the public, in all its forms, from this transmission and its content, unless the express authorization.

## **9. Privacy policy**

In this respect, we wish to inform you that your data shall be included in an automated file property of MEDIAPRODUCCION, S.L, duly registered with the Spanish General Registry of Personal Data Protection Agency, in order to grant your log in, as well as to comply with your requests and applications as well as to send you commercial information by electronic means. By submitting your data, the User agrees to this data being included in the file in accordance with the aforementioned purposes.

Users hereby declare that all information provided by them is correct and true and they commit to notifying any changes therein to MEDIAPRODUCCION. Users are entitled to object to the processing of nay of their information.

The User may, at any time, exercise your right to the access, rectification, cancellation and opposition of your data included in the file by contacting MEDIAPRODUCCION, in its capacity as data controller of the file.

The interested party is entitled to exercise his or her rights by writing to the following address: MEDIAPRODUCCION, S.L.U. Avda. Diagonal 177-183, planta 12, Edifici Imagina, CP 08018 Barcelona, including a photocopy of your National ID Card or Passport and with the following reference on your letter: "Exercise of rights" (together with your written and signed application and with the accrediting National ID Card or Passport photocopy, or by sending an email to legal@groovety.tv

## 10. Cookies

"Cookies" are small text files that are stored on the user's computer when you visit websites. The application is very useful for these sites to work more efficiently: for example, if a user selects their preferred language in the "home", the website will remember this preference and the user can continue browsing the website in the language.

Cookies can be divided into "cookie of origin" and " third party cookie":

- "cookie origin" created by the data controller that operates the Web site, in this case MEDIAPRODUCCION as owner of the website www.groovety.tv
- "third party cookie": created by data controllers not operating the website visited by the user, ie third parties that do not have any relationship with MEDIAPRODUCCION.

The website uses the following "cookies ":

Cookie	Purpose	Cookie duration
Login (Origin cookie)	It is used to identify registered users of MEDIAPRODUCCION. It is necessary to avoid requesting the preferred language and client validation on each page in MEDIAPRODUCCION	Expires at the end of the session. However, the user can choose to "remember" your login, then add a persistent cookie. Expires after a month
Flash Cookies (Origin cookie)	It is used to store technical data needed to play audio and video content, such as image quality, speed network connection and buffer parameters	They expire after the session is ended.

Google Analytics (Third Party cookie)	Analysis of user profiles, traffic data measurement	Google controls the expiration date of these cookies. Usually they expire after a month
Vimeo (Third Party cookie)	Playing video content	Vimeo controls the expiration date of these cookies. Usually they expire after a month
Facebook (Third Party cookie)	It is used to exchange the contents of Groovety through Facebook, behavioral advertising, market research and analysis	Facebook controls the expiration date of these cookies. Usually they expire after a month

MEDIAPRODUCCION understands that by the user's navigation through the Web Site he has been informed and consents the previous installation of "cookies" on his computer. User may customize the use of "cookies" and prevent the collection of "cookies" by modifying the browser settings of the user, among the most common:

- Firefox: Options \ Privacy \ Tracing \ inform the websites not to be tracked
- Chrome: Chrome Menu \ Settings \ Show Advanced Options \ Privacy \ Content Settings \ Cookies \ block cookies by default
- Safari: Preferences \ Privacy \ Block Cookies
- Explorer : Tools \ Internet Options \ Privacy \ Settings \ move the slider to the top to block all cookies or completely down to allow all cookies , and then click OK.

To completely block "cookies ", can prevent certain websites display correctly.

## 11. Governing law and jurisdiction

The relationship established between the User and MEDIAPRODUCCION shall be governed by Spanish law. Nevertheless, in cases where regulations stipulate the possibility of the parties' submission to jurisdiction, the User and MEDIAPRODUCCION hereby agree that exclusive jurisdiction for any claim or dispute, or relating in any way to your use of the Website resides in the courts of the City of Barcelona.