

## **Terms of Service**

### **of Metro España**

#### **General Terms**

By accessing and placing an order with Metro España, you confirm that you are in Terms of Service with and bound by the terms of service contained in the Terms of Service outlined below.

These terms apply to the entire Metro España and any email or other type of communication between you and Metro España.

Under no circumstances shall Metro España be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if team or an authorized representative has been advised of the possibility of such damages. If your use of materials from Metro España results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

Metro España will not be responsible for any outcome that may occur during the course of usage of our resources.

#### **License**

Metro España grants you a revocable, non-exclusive, non-transferable, limited license to install and use Metro España strictly in accordance with the terms of this Terms of Service.

These Terms of Service are a contract between you and Metro España (referred to in these Terms of Service as "**Metro España**", "**us**", "**we**" or "**our**"), the provider of the application and/or the services accessible to you are collectively referred to in these Terms of Service as the "Service".

You are agreeing to be bound by these Terms of Service. If you do not agree to these Terms of Service, please do not use the Service. In these Terms of Service, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms of Service, we reserve the right to cancel your account or block access to your account without notice.

#### **Restrictions**

The rights granted to you in these Terms of Service are subject to the following restrictions:

(a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access the Services in order to build a similar or competitive service or application; (d) except as

expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, and (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services.

Any future release, update, or other addition to the functionality of the Services shall be subject to the terms of this Terms of Service, unless otherwise provided in terms associated with such an addition. All copyright and other proprietary notices on any application content must be retained on any copies of such content.

## **Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively, "**Suggestions**") provided by you to with respect to the shall remain the sole and exclusive property of Metro España.

Metro España shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## **Your Consent**

We've updated our Terms of Service to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using Metro España, you hereby consent to our Terms of Service.

## **Links to Other Websites**

This Terms of Service applies only to the Services. The Services may contain links to other websites not operated or controlled by Metro España. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us.

Please remember that when you use a link to go from the Services to another website, our Terms of Service are no longer in effect.

## **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("**Third- Party Services**").

You acknowledge and agree that Metro España shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Metro España does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third

parties' terms and conditions. When you access a Third-Party Services, the applicable third party's terms and policies apply, including, where applicable, the third party's privacy policies or statements. You should conduct whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any of the Third-Party Services.

Please review our Privacy Policy which explains what information we share with third parties. Where applicable, you must familiarize yourself and accept the terms of services and privacy policies or statements of such third parties before using their content, advertising or services. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility.

### **Modifications to Metro España**

Metro España reserves the right to modify, suspend or discontinue, temporarily or permanently Metro España or any service to which it connects, with or without notice and without liability to you.

### **Updates to Metro España**

Metro España may from time to time provide enhancements or improvements to the features/functionality of Metro España which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates**").

Updates may modify or delete certain features and/or functionalities of Metro España. You agree that Metro España has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of Metro España to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of Metro España, and (ii) subject to the terms and conditions of this Terms of Service.

### **Modifications of this Terms of Service**

Metro España is entitled at any time to amend or supplement these Terms of Service and any related provisions (e.g. Privacy Policy). Metro España shall publish any amendments to these Terms of Service via [link](#) and may also use other means of notification (e.g. in-app, newsletter, pop-up). The date on which the latest update was made is indicated at the top of this document.

Such changes will only affect the relationship with you for the future. The continued use of the Services will signify your acceptance of the revised Terms of Service. If you do not wish to be bound by the changes, you must stop using the Services. Failure to accept the revised Terms of Service, may entitle either party to terminate the Terms of Service.

The applicable previous version will govern the relationship prior to the effective date of the revised edition of the Terms of Service. You can obtain any previous version from Metro España via contacting us at: [dev.ios.sp@icloud.com](mailto:dev.ios.sp@icloud.com).

We recommend that you print a copy of these Terms of Service for your reference and revisit this webpage from time to time to ensure you are aware of any changes.

## **Term and Termination**

These Terms of Service shall remain in effect until terminated by you or Metro España may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms of Service with or without prior notice.

## **No Warranties**

Metro España is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Metro España, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to Metro España, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Metro España provides no warranty or undertaking, and makes no representation of any kind that Metro España will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

IN NO EVENT SHALL Metro España (OR ITS SUPPLIERS/PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OF SERVICE OR Metro España'S PRIVACY PRACTICES, ANY APPLICATION, EVEN IF Metro España HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, ANY APPLICATION ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Metro España'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF SERVICE OR Metro España'S PRIVACY PRACTICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU HAVE PAID Metro España IN THE PRIOR 12 (TWELVE) MONTHS (IF ANY). IN NO EVENT SHALL Metro España'S SUPPLIERS/PROVIDERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS TERMS OF SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PROVIDE OTHER SPECIAL REGULATIONS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **Indemnity**

You agree to defend, indemnify and hold harmless Metro España (and its suppliers/providers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of any applications and/or Service, (ii) your violation of this Terms of Service.

Metro España reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Metro España, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Metro España. Metro España will use reasonable efforts to notify you of any such a claim, action or proceeding upon becoming aware of it.

## **Notice**

Any notice to Metro España pursuant to these Terms of Service should be sent to [dev.ios.sp@icloud.com](mailto:dev.ios.sp@icloud.com).

## **Severability**

If any provision of these Terms of Service is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Service will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## *European Union Users*

Should any provision of these Terms of Service be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an Terms of Service on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms of Service shall not nullify the entire Terms of Service, unless the severed provisions are essential to the Terms of Service, or of such importance that the parties would not have entered into the Terms of Service if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Assignment**

Metro España may assign or delegate these Terms of Service and Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent but taking into account your legitimate interests. Provisions about changes of these Terms of Service will apply accordingly. The terms of these Terms of Service shall be

binding upon assignees. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Metro España's prior written consent, and any attempted assignment in violation of the foregoing will be null and void.

### **Supplemental Policies**

Metro España may publish additional policies related to specific Services, such as forums, contests or loyalty programs. Your right to use such Services is subject to those specific policies and these Terms of Service.

### **No waiver**

Metro España's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of any such a right or provision. No waiver shall be considered a further or continuing waiver of such a term or any other term.

### **Applicable Law**

The laws of the Kingdom of Spain shall apply to this Terms of Service; the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

#### *Exception for European Union Consumers*

However, regardless of the above, if the user qualifies as a European Union consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

### **Venue of Jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms of Service lies with the courts of the place where Metro España is based, as displayed in the relevant section of this document.

#### *Exception for European Union Consumers*

The above general provision does not apply to any users that qualify as European Union consumers, nor to consumers based in Switzerland, Norway or Iceland.

#### **Dispute resolution**

##### *Amicable dispute resolution*

Users may bring any disputes to us, and we will try to resolve them amicably.

While users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Metro España or Service, users are kindly asked to contact us at the contact details provided in this document.

The user may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to Metro España's email address specified in this document. Metro España will process the complaint without undue delay at possible shortest terms, but in no way longer than 30 days.

#### *Online Dispute Resolution for Consumers*

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Union consumer can use such a platform for resolving any dispute stemming from contracts which have been entered into online. The platform is [available at the following link](#).

### **Apple App Store Additional Terms and Conditions**

The following additional terms and conditions apply to you if you are using Metro España from the Apple App Store. To the extent the other terms and conditions of these Terms of Service are less restrictive than, or otherwise conflict with, the Apple App Store Additional Terms and Conditions, the respective Apple App Store Additional Terms and Conditions will control.

### **Acknowledgement**

Metro España and you acknowledge that these Terms of Service is concluded between Metro España and you only, and not with Apple, and Metro España, not Apple, is solely responsible for Metro España, Services, and the content thereof.

### **Legal Compliance**

You once again represent and warrant that (i) you are not located in a country that is subject to United States Government embargos, or that has been designated by the United States Government as a "terrorist supporting" country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties.

### **Metro España's Contact Details**

Metro España's contact information for any end-user questions, complaints or claims with respect to Metro España and Services are the following:

Email: [dev.ios.sp@icloud.com](mailto:dev.ios.sp@icloud.com).

### **Third-Party Terms of Terms of Service**

You must comply with applicable third-party terms connected to the Terms of Service when using Metro España or Service.

### **Third-Party Beneficiary**

Metro España and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Terms of Service, and that, upon your acceptance of the terms and conditions of this Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of this Terms of Service.

Latest update: January 17, 2024