

Terms and Conditions of Service

1. Purpose

The present General Conditions (hereinafter "General Terms of Service") are applicable and will accompany any Purchase Order ("Order") from the Client to Ubiqua Instant Response SL {L.T.D.} ("Ubiqua") along with those who make the agreement or contract for the installation and use of the provided widget by Ubiqua for the comparative audit of on-line prices (hereinafter the Order and the present General Terms of Service jointly as the "Contract"). Accordingly, the Order and the present General Conditions of Service set out the terms and conditions applicable to the supply, installation, configuration and use by the Client of the referred widget.

2. Description, installation and service settings

By virtue of the contract, Ubiqua will provide or supply to the Client a service operated by Ubiqua called [123compare.me] which, among other features, allows to audit prices of the products of the Client offered by tour operators online (OTA), and thus, (i) verify that these OTA offer the Client's products as agreed between this and the OTA and (ii), furthermore, compare these prices with the direct Client's offer.

This widget will be installed on Client's site and will allow visitors to obtain the result from that comparative. Ubiqua will be responsible for the installation and adaptation to the image of the Client and also for the configuration of its features, it being the client who will determine:

- (i) The number, type and name of the OTA to be audited and compared, and the ratio of audits and comparatives to be executed per day, hour or minute which were sought;
- (ii) The number of results, with or without identification of the compared OTA, aim to display as a result on their website; as well as,
- (iii) Where applicable, the price range comparison which, compared to the one directly offered by the Client, is intended to be displayed as a result; that is to say, higher prices, and/or equals and/or those lower than the Client's.

To this effect, Ubiqua will provide the client with the account and the necessary information for the installation of the widget within the 48 hours following the order of acceptance or the planned start date of the service, as the case may be.

3. Service Levels

Ubiqua will make all reasonable efforts to maintain the service permanently available 24x7x365. Given their nature, the Client is aware that Ubiqua is not able to guarantee the availability of all platforms that require third parties. The client, for his part, undertakes to inform Ubiqua of changes on their website which may impact on the functionalities of the widget.

For scheduled interruptions to the planned service, the client will be informed by mail in sufficient time, at least 24 hours earlier. Alternatively, if a restart of the service was requested to rectify any issues, this advance notice may not be respected

Notwithstanding the above and without prejudice to this approach, the use by the Client of the widget and the operative of the same, through Ubiqua's systems will be conducted on behalf and at the risk of the Client.

4. Duration

The duration of the contract and, therefore of these General Terms of Service, will be those indicated as per on the Order or, where appropriate, on the date of payment by the Client of the first invoice issued by Ubiqua in relation to it. Prior to its ending, the contract will be automatically renewed for successive periods of one (1) year under the same conditions unless either Party notifies the other of their intention not to

renew it one month before the date of termination of the initial term of the contract or of any of its extensions.

5. Resolution

Without prejudice to other grounds for termination provided by law, this Agreement shall be terminated at any time by any of the following circumstances:

- a) Failure by the Client in respect of any of his/her obligations under the Order or these General Terms of the Service;
- b) Change in Client control. Control means the provisions for that purpose in Article 42 of the Commercial Code.

6. Client Obligations

The Client will supply Ubiqua with the credentials to install the widget on the Client's websites where it is intended to perform audit and comparison actions. To that end, the Client must have authorizations, agreements, rights, licenses and / or permits required to operate the features of the widget (audit and comparison). Furthermore, the Client, in the use of the widget, agrees not to take any action that could be illegal or that which would result in penalties or claims by third parties. In this case, the Client agrees to indemnify and not to hold Ubiqua liable from any claims or sanctions that may occur because of failure by the Client in the above matters.

The Client shall not disclose to third parties or their employees any information outside of the public knowledge related to the business, corporate affairs or Ubiqua products that the Client may acquire in the course of his/her activities under this Agreement.

7. Personal Data Protection

In accordance with regulations on Protection of Personal Data, Client Data will be included in a file owned by Ubiqua Instant Response SL {LTD} in order to enforce this Agreement. The Client may exercise the rights of access, rectification, cancellation and opposition by written communication to the postal address of Ubiqua or via email [contact@ubiqua.es].

8. Intellectual property

The signing of this Agreement shall not constitute a waiver by either Party of their respective intellectual property rights. Nonetheless, the Client allows Ubiqua the use of its trade name for promotional purposes as a reference for future sales while the Client does not directly communicate opposition to this.

9. Jurisdiction and Applicable Law

In order to resolve any doubts or unresolved questions arising out of this Agreement, the Parties expressly submit, thereby waiving their own jurisdiction, to the jurisdiction of the Courts of Barcelona. This Agreement, in matters not expressly regulated, is exclusively subject to the Spanish Law.