

## **TERMS AND CONDITIONS OF USE**

### **1. Purpose and scope of application**

These General Terms and Conditions of Use (hereinafter, the General Terms and Conditions) govern access to and use of the online platform "GATHR" (hereinafter, the Platform) by individuals who register and participate in the community under its standard tier.

GATHR operates in Spain as a provider of information society services and is therefore subject, among others, to Law 7/1998, of 13 April, on General Contract Conditions, Royal Legislative Decree 1/2007, of 16 November (Consolidated Text of the General Law for the Defence of Consumers and Users), Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, as well as Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018, on the Protection of Personal Data and Guarantee of Digital Rights.

Acceptance of these General Terms and Conditions is a necessary requirement for registration and use of the Platform's standard tier.

### **2. Definitions**

For the purposes of these General Terms and Conditions, the following terms shall have the meaning set out below when used in capital letters, in the singular or plural:

**"GATHR"** means the owner and operator of the Platform.

**"Platform"** means the website, app or digital environment through which GATHR provides the online community and related functionalities.

**"User"** or **"Member"** means any natural person over 18 years of age who registers on the Platform as a consumer or end user.

**"Standard Membership"** means the membership tier that gives access to the core GATHR community and the features described in these Terms.

**"Premium Membership"** means the paid membership tier that may include, in addition to the Standard Membership features, access to discounts, offers, advantages, enhanced community benefits or other optional perks made available from time to time.

**"Partner Company"** means any third-party business or organisation that may offer products, services, discounts, promotions or other benefits to Members, including Premium Members.

**"Content"** means any information, text, image, video, comment, post, message or material made available on the Platform by GATHR or by Users.

**"Event"** means any online or in-person activity, meeting, workshop, gathering or similar initiative announced through the Platform, whether free or paid.

**"General Terms and Conditions"**: this document, which generally governs use of the standard tier of the Platform and the legal relationship between GATHR and the Members, without prejudice to any specific terms that may apply to certain services.

### **3. Identity of the owner and nature of the service**

The GATHR Platform is owned by GATHR, S.L.U., with registered office at Avenida de la Hacienda, 29639 Benalmádena (Málaga), Spain, tax ID (NIF) B26765461, and contact email [help@gathrtogether.com](mailto:help@gathrtogether.com) (hereinafter, GATHR).

GATHR offers an online community about life in Spain, including informational content, discussion spaces, member interaction, and tools for publicising or organising events. GATHR may also make available, directly or indirectly, access to optional benefits connected to membership tiers, including benefits offered by Partner Companies.

Unless expressly stated otherwise for a specific service, product or event, GATHR is not a party to contracts entered into directly between a User and a Partner Company or other third party.

#### **4. Registration and eligibility**

Only individuals aged 18 or over acting as consumers or end users may register on the Platform.

Registration requires the submission of accurate and up-to-date information, acceptance of these Terms and acknowledgement of the Privacy Policy.

Users are responsible for safeguarding their login credentials and for notifying GATHR without undue delay of any suspected unauthorised access or misuse of their account.

GATHR may refuse a registration request, suspend an account or remove a Member where there are reasonable grounds to believe that these Terms or the community rules have been materially breached, provided that mandatory consumer protection rules are respected.

#### **5. Membership tiers**

GATHR may offer one or more membership tiers from time to time. At the date of these Terms, the Platform may include a Standard Membership and a Premium Membership.

The **Standard Membership** gives access to the core community, including community content, discussion features and information about relevant online or in-person events.

The **Premium Membership** is a paid subscription tier which, in addition to the Standard Membership features, may include access to special content, enhanced community features, discounts, offers, preferred access, or other optional benefits offered by GATHR or by Partner Companies from time to time. The specific Premium benefits available at any time will be those displayed on the Platform before the Member subscribes.

GATHR may modify, replace or discontinue Premium benefits in the future for operational, commercial or partnership reasons, provided that it does not affect rights

already accrued under mandatory law and that clear information is given where legally required. Premium Membership does not guarantee that any particular third-party benefit will remain available indefinitely.

## **6. Pricing, billing and trial periods**

The Standard Membership may be offered free of charge or under the conditions shown on the Platform from time to time.

The Premium Membership is expected to be offered at an approximate price of 10 euros per month, inclusive of taxes where applicable, although the final price, billing frequency and applicable taxes will always be shown clearly to the User before subscription.

GATHR may offer a free trial or introductory period for Premium Membership from time to time. Where such a trial is offered, the applicable duration, scope, renewal mechanics and cancellation conditions will be clearly displayed before the User completes the sign-up process.

If a paid subscription is entered into electronically, GATHR will provide the pre-contractual information required by Spanish consumer law before the User is bound, and the User must be clearly informed that the subscription entails a payment obligation.

Premium Membership renews automatically for successive billing periods unless the User cancels before the next renewal date through the mechanisms enabled on the Platform. Unless otherwise stated, cancellation will take effect at the end of the current paid period already billed.

## **7. Right of withdrawal**

Where a User subscribes to Premium Membership as a consumer through distance contracting, the User will generally have a 14-day right of withdrawal from the date of contract conclusion, in accordance with applicable consumer law.

If the User expressly requests that the paid service begin during the withdrawal period, and then exercises the right of withdrawal, GATHR may retain the proportionate amount corresponding to the service actually provided up to the time of withdrawal, where permitted by law.

Where an exception to the right of withdrawal applies under mandatory law, GATHR will inform the User clearly before contract conclusion.

## **8. Partner benefits and third-party services**

Premium Membership may include access to discounts, promotions, reduced prices or other benefits offered by Partner Companies. Such benefits are discretionary, may be subject to eligibility conditions, availability, territory, timing or separate terms, and may change or be withdrawn over time.

Unless expressly stated otherwise, any contract for classes, products, services or subscriptions offered by a Partner Company is entered into directly between the User and that Partner Company, under that Partner Company's own legal and commercial terms. GATHR does not charge the User as supplier of that third-party service merely because it is promoted as part of Premium Membership.

GATHR is not responsible for the performance, quality, legality, continuity or suitability of goods or services supplied by Partner Companies, except where liability arises mandatorily under applicable law or where GATHR expressly acts as contracting party.

## **9. Community rules**

The GATHR community is intended to be kind, helpful, tolerant and respectful. All Users agree to follow these core rules: be kind, be helpful, be tolerant, respect privacy, report concerns, no hate and no harassment.

Users must not post unlawful content, infringe third-party rights, disclose personal data of others without a lawful basis, or use the Platform for spam, intimidation, hate speech, harassment or systematic unauthorised promotion.

GATHR may remove content, restrict features, suspend accounts or terminate membership where those rules are breached, taking into account the seriousness and recurrence of the conduct and the need to protect the community.

## **10. Events**

The Platform may publicise free or paid Events organised by GATHR, by Members or by third parties. The applicable organiser for each Event should be identified in the relevant Event description.

Where an Event is organised by a third party or by a Member, the legal relationship regarding that Event will normally exist directly between the User and the organiser. Any booking, cancellation or refund rules applicable to that Event will be those communicated for that specific Event, subject to mandatory consumer law where relevant.

Where GATHR organises an Event directly, the relevant participation terms, including any fees, cancellation rules and refund conditions, will be communicated in advance in a clear and accessible manner.

## **11. Privacy and data protection**

The processing of Users' personal data is governed by GATHR's Privacy Policy, which provides the information required by Article 13 GDPR, including the identity of the controller, purposes of processing, legal bases, recipients or categories of recipients, retention periods and available rights.

GATHR acts as controller for personal data necessary to manage the Platform, membership subscriptions, account administration, community moderation, support, security and related communications.

Where third-party providers process personal data on GATHR's behalf, GATHR will seek to ensure that the relevant data processing arrangements required by Article 28 GDPR are in place.

Users may exercise their rights of access, rectification, erasure, restriction, objection and portability using the contact channels indicated in the Privacy Policy, and may lodge a complaint with the Spanish Data Protection Agency if they consider that their rights have been infringed.

## **12. Intellectual and industrial property**

The name "GATHR", its logo and all related distinctive signs, as well as the Platform's own content, design and materials, are protected by intellectual and industrial property rights owned by GATHR or its licensors.

Users must not use GATHR's trademarks, branding or proprietary content without prior written authorisation, except where such use is legally permitted.

Users retain ownership of content they upload, but grant GATHR a non-exclusive, worldwide, royalty-free licence, for the duration necessary to operate the community and display the content on the Platform, to host, reproduce, display and make available such content solely for the functioning, promotion and moderation of the community.

## **13. Liability**

GATHR will use reasonable efforts to keep the Platform available and to provide accurate information, but does not guarantee uninterrupted availability or the complete absence of errors.

To the extent permitted by law, GATHR is not liable for content posted by Users or for services, products, discounts or Events supplied by third parties, unless GATHR is expressly acting as the contracting party or liability arises under mandatory law.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited under applicable consumer law, including for wilful misconduct, gross negligence or personal injury.

## **14. Duration, changes and termination**

These Terms apply for as long as the User maintains an account on the Platform or, in the case of Premium Membership, for as long as the relevant subscription remains active.

GATHR may amend these Terms when necessary due to changes in the service, the business model, legal requirements or operational reasons. Updated Terms will be

made available to Users in a clear and accessible way and, where legally required, notified in advance.

A User may close their account at any time using the available mechanisms or by contacting GATHR. GATHR may suspend or terminate access where the User seriously breaches these Terms or the community rules, subject to mandatory law.

### **15. Governing law and jurisdiction**

These Terms are governed by Spanish law, without prejudice to any mandatory consumer protection rules applicable in the country of residence of a consumer located in another Member State of the European Economic Area.

Where the User is a consumer, any dispute arising out of or in connection with these Terms shall be submitted to the courts and tribunals of the consumer's domicile, and any clause imposing a different forum on the consumer will not apply.

Users are also informed of the possibility of resorting to alternative dispute resolution mechanisms in consumer matters where applicable.