

TERMS AND CONDITIONS OF USE FOR THE CAPACICARD ONLINE SERVICE

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE.

The present terms and conditions of use (hereinafter, the "Terms") constitute an agreement between Telefónica Cybersecurity & Cloud Tech, S.L., bearing tax identification code (N.I.F.) B01636760 and with registered office at calle Ronda de la Comunicación s/n, Distrito Telefónica, Edificio Oeste 3, 28050, Madrid (also named "**ElevenPaths**") and **You** (whether as a natural or legal person) with respect to the use of the hired service, Tool for App Cyber-Intelligence (hereinafter, also, the "Service" or "CapaciCard"), by yourself.

CAPACICARD is owned by **ElevenPaths** and, together with any other CapaciCard service that **ElevenPaths** has or may launch in the future, it is included in the company's "MOBILE CHANNEL RISKS".

CAPACICARD is protected by international copyright laws and treaties as well as other applicable laws and treaties relating to intellectual and industrial property. **CAPACICARD** is not licensed or sold.

CAPACICARD includes:

- Updates, releases, improvements, future versions;
- Supplements or associated software components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany such services, in which case those terms will apply.

Unreserved acceptance of the Terms is essential for the provision of the Service by ElevenPaths.

Through (i) the electronic acceptance of these Terms or (ii) the use of **CAPACICARD**, you fully and explicitly accept having read, understood and agreed to be bound by these Terms without modification. If you do not accept them or do not intend to be legally bound by the Terms, do not access or use **CAPACICARD** in any way.

1. OBJECT

These **Terms** regulate the provision, by **ElevenPaths** to **You**, of the access to and use of **CAPACICARD**.

These **Terms** do not imply any obligation for **ElevenPaths** to update any software, or to issue any version, release or update of **CAPACICARD**.

2. DESCRIPTION OF THE SERVICE

CAPACICARD is an online service which allows the authentication, identification or authorization of users using a physical token (CapaciCard) and the capacitive features of multi-touch screens, such as smartphones or touch panels. Once the terms of service have been accepted, you can start using **CAPACICARD**. If you want to unsubscribe from **CAPACICARD**, we will delete your account and immediately erase the data that we have obtained from our systems. **CAPACICARD** can be accessed through the following link: <https://capacicard.e-paths.com>.

The services offered by **CAPACICARD** may be used by You, or by any third party acting on your behalf (End User) through the use of access credentials to **CAPACICARD**. In all cases, You will be responsible for any breach of these Terms caused by the End User.

3. SERVICE PROVISION

CAPACICARD may be used by accessing <https://capacicard.e-paths.com/>. An internet connection is required as well as an electronic device with a compatible web browser. These elements, being outside the scope of these Terms, must be provided by **You**.

3.1. Technical requirements for the provision of the service

The following is a summary of the technical specifications that **You** must observe in order to access and use the Service. These specifications are of a minimum nature, and the performance of **CAPACICARD** may vary for various technical reasons beyond the influence of ElevenPaths, such as, for example, available bandwidth, type of electronic device used by **You**, version of the operating system or browser used, etc.

If the minimum technical requirements to access the Service change, ElevenPaths will make the information available to you via email or on the web page <https://capacicard.e-paths.com/>

3.2. Internet connection

Access to **CAPACICARD** requires the use of an Internet connection by You with a minimum symmetrical bandwidth dedicated to the Service of one megabit per second (1Mb/s) to ensure proper operation.

It is your responsibility to configure the aforementioned Internet connection that is required to provide the Service. In no case will **ElevenPaths** configure those parameters.

3.3. Compatible web browser

In order to ensure proper provision of the Service, **You** must use the most updated versions of web browsers: Microsoft, Internet Explorer or Edge, Mozilla Firefox or Google Chrome, as well as any other that may be compatible with the Service and following the technical specifications described in these General Conditions. In case of doubt, **You** may consult innovationlab@11paths.com.

The use of browser extensions or add-ons may negatively affect or even prevent the proper provision of the Service; **ElevenPaths** is exempt from any liability that may arise from such events.

3.4. Start-up of the Service

ElevenPaths will make reasonable efforts to provide support services during the process of registration or access to CAPACICARD ("Support Services"). Any request for Support Services should be sent to ElevenPaths through the following email address innovationlab@11paths.com.

4. CLIENT OBLIGATIONS

4.1. Use

To respect the use of CAPACICARD, **You** further agree that **You** (and that the End Users as explained below):

(a) must comply with ElevenPaths' instructions regarding the use of "CAPACICARD":

(b) must not (i) use CAPACICARD in a manner that is inconsistent with the reasonable use of CAPACICARD and principles of good faith, (ii) use CAPACICARD in a manner that, in **ElevenPaths'** judgment, directly affects (or is likely to affect) CAPACICARD or other **ElevenPaths** customers, (iii) use CAPACICARD in any way that may disturb, interfere with, distort or

damage **ElevenPaths** systems, (iv) use CAPACICARD fraudulently or in connection with a crime, (v) use CAPACICARD to send, receive, store or knowingly communicate any material that is illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, including a nuisance or deception or any other type of material susceptible to cause offense, (vi) use CAPACICARD to harass, spy on, disturb, cause unnecessary distress or anxiety to any person, or to impersonate any other person or act in any way that may reasonably be considered unpleasant, or that is harmful to others in any way, (vii) use CAPACICARD in a manner that contravenes any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use CAPACICARD to send spam or send unsolicited advertising or promotional material, (ix) use CAPACICARD to send or transmit content or software material, that consists in or contains a virus, (x) use CAPACICARD in a manner that may damage the reputation of ElevenPaths or any entity within the Telefónica Group, the reputation of MOBILE CHANNEL RISKS SERVICES or otherwise discredit ElevenPaths or the reputation of third parties, (xi) use CAPACICARD in any way that violates copyrights, trademarks, confidentiality, privacy or infringes intellectual property rights or industrial third party rights, (xii) own or continue to maintain the licenses, consent and/or notifications required under any applicable law, regulation and/or administrative order to receive and use CAPACICARD, should they exist.

(c) will use CAPACICARD only (i) for internal use in ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided for in these **Terms** and any documentation that is part of CAPACICARD;

(d) will not use any documentation that is part of CAPACICARD except to support its authorized use;

(e) will not, notwithstanding that which is expressly set forth in these **Terms**, (i) modify, adapt, translate, duplicate, disassemble, decompile, re-assemble, reverse compile or reverse engineer or take similar actions with respect to CAPACICARD or the mobile applications that you can access through CapaciCard for any purpose whatsoever, or (ii) attempt to discover the underlying source code or algorithms of

CAPACICARD or the mobile applications that you can access through CapaciCard (unless prohibited by current law and then only to the extent specifically permitted by the applicable law, and only after providing **ElevenPaths** with reasonable written notice in advance and the opportunity to respond);

(f) in designing, modifying or developing software for services that are similar in their purpose, scope or function to CAPACICARD, will not participate in competitive MARKING FILE, benchmarking, use, evaluation or visualization of CAPACICARD or create any derivative based on CAPACICARD, either for internal use, licensing or resale; and

(g) must comply with applicable laws and will not allow any party, either directly or on your behalf, to infringe or violate any of these restrictions.

(h) with respect to the maintenance of copyright notices, will not remove nor modify any copyright notice in any of the copies of CapaciCard nor in any of the mobile applications that you will be able to access by using CapaciCard.

(i) will no share with third parties the information that you could access as a consequence of your use of CapaciCard.

(j) must restrict to non-profit activities the use of the applications supplied by the free service focused on researchers that supplies under demand samples of Android mobile applications tagged as (1)malicious (2)potentially unwanted or (3)presumably free of malicious or undesirable practices. The use of such samples for activities that produce an economic return is strictly forbidden.

5. OBLIGATIONS OF ELEVENPATHS

5.1. Access

ElevenPaths grants You the right to access and use CAPACICARD on files for which the Service was designed.

5.2. Service availability

ElevenPaths will put forth its best efforts to provide maximum availability and

continuous access to CAPACICARD.

5.3. Customer support and technical assistance service

ElevenPaths will provide you with an additional technical assistance service for CAPACICARD via email addressed to innovationlab@11paths.com.

6. SUPPORT SERVICES

Requests for Support Services will be handled by **ElevenPaths** as soon as possible via email addressed to innovationlab@11paths.com.

7. FEES

It must be taken into consideration that to access and use CAPACICARD, You must have paid the fee for the hired Service before its first use, together with all the applicable terms and conditions for said payment. Those applicable terms and conditions will be a part of these **Terms**.

If the use of CAPACICARD is renewed for the same amounts and periods, as indicated below under article 8 "DURATION AND TERMINATION" of this document, you must pay the corresponding fee as notified by **ElevenPaths** at each instance.

8. DURATION AND TERMINATION

The duration of these **Terms** will start once **You** hire CAPACICARD, which occurs once **You** pay the fee required to use the Service.

The duration of these Terms will depend on the package that **You** have hired, that can be:

(i) 1 year, if you have opted for a yearly Service plan.

(ii) Until the end of the contracted services, if you have opted to contract a limited number of uses of the service.

Once expired, only in the case where You contracted the Service for a one (1) year period, these Terms will be renewed automatically, for the same price, for successive annual periods, unless one of the parties notifies the other their intention to terminate it, notifying it in written before two (2) months prior to the annual expiry date or before two (2) months prior to any of its renewals. The said notice period will not

apply when ElevenPaths decides to stop offering CapaciCard. To further clarify this, if you contracted a concrete number of uses of CapaciCard, these will not be automatically renewed when You deplete them.

Notwithstanding the foregoing, **ElevenPaths** may, at its sole discretion and without prior notice, terminate these **Terms**.

In addition, **ElevenPaths** may terminate this relationship immediately in the event that (i) **You** do not comply with your payment obligations regarding the corresponding fees, provided that **ElevenPaths** gives you prior notice and does not correct them within ten (10) days after the date of notification (ii) **ElevenPaths** determines, at its sole discretion, that the provision of the Service offered to **You** is prohibited by applicable law or rendered impracticable or unfeasible for any legal or regulatory reason, (iii) **ElevenPaths** determines, at its sole discretion, that **You** breach any of the terms and conditions of this document or that **You** are using CAPACICARD, or are acting in such a way that the use of CAPACICARD granted to other customers or on any infrastructure related to CAPACICARD may be adversely affected or (iv) **ElevenPaths** determines, at its sole discretion, that your use (or that of your End Users) of CAPACICARD poses a security or service risk that may involve the responsibility of **ElevenPaths** or third parties.

Upon the termination or expiration of these **Terms**, **You** must immediately cease and desist from all use of CAPACICARD;

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying feature on CAPACICARD and its copies, as well as any other distinctive signs, patents, license or copyright are the intellectual or industrial property of **ElevenPaths** or its suppliers.

These **Terms** only grant **You** the limited right to use CAPACICARD under the terms and restrictions specified herein. You do not have and will not acquire any other right, title or interest in connection to this Service, which will at all times be under the exclusive ownership of **ElevenPaths** or a third party

licensor applicable to **ElevenPaths**.

All titles and intellectual property rights over the content that can be accessed through the use of CAPACICARD are the property of the respective owner of the content and may be protected by applicable laws and copyright or intellectual property treaties. These Terms do not grant **You** any right to use such content. All rights not expressly granted are reserved by **ElevenPaths**.

You acknowledge and agree that **ElevenPaths** will be the sole owner of improvements, updates or derivative works of CAPACICARD that are developed by **ElevenPaths** during and after the termination of these **Terms**. Without limiting the foregoing, **You** expressly acknowledge and agree that ElevenPaths will be the sole owner of any newly developed intellectual and industrial property, including but not limited to (i) newly developed, revised or modified source code and (ii) those related in any way to CAPACICARD or to the general business of **ElevenPaths**, regardless of whether they are developed, revised or modified in response to your requests, suggestions or ideas, even if they are made via payments made by **You**. During the validity of these **Terms**, and thereafter, you will not claim the invalidity of **ElevenPaths'** intellectual property right over CAPACICARD, or contest the right, title or interest of **ElevenPaths** in and to CAPACICARD, and shall not cause, influence or help in any way from any other party to make such claims or disputes.

10. NO WARRANTIES

ElevenPaths expressly waives the right to grant any warranty for CAPACICARD. **You** understand and expressly accept that the use of CAPACICARD is exercised at your own risk. CAPACICARD is supplied as-is and according to availability. Without any express or implied warranty of any kind, including, but not limited to, any warranty of merchantability, non-infringement or fitness for a particular purpose, even without guarantee that CAPACICARD will meet your requirements or that use of the Service may be uninterrupted, timely, secure or free of errors, or that the results that can be obtained by using CAPACICARD are accurate or reliable or that the quality of CAPACICARD meets your expectations. **ElevenPaths** does not guarantee or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics,

links or other elements contained in CAPACICARD. **ElevenPaths** makes no guarantees regarding any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other computer program of this type. **ElevenPaths** also expressly disclaims any warranty or representation to End Users or third parties.

You agree to hold **ElevenPaths** harmless and indemnify it and its affiliates (including any entity within the Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third-party claim arising from or related to your use (or use by End Users) of CAPACICARD with respect to these **Terms** (ii) any and all damages as a result of a violation by **You** or your End Users of any applicable regulation or law or as a result of any other action related to the use of CAPACICARD, or as a result of a breach of any of these **Terms** by your End Users or as a result of the use of the CAPACICARD by your End Users; (iii) any claim against ElevenPaths made by any of your End Users or third parties related to any service, content or other service provided or sent by **You** (directly or through your End Users) using CAPACICARD, or (iv) any damage to any equipment belonging to **ElevenPaths** or any other Telefónica Group company caused by your breach or a breach by your End Users of these **Terms**; including any liability or expense arising from all claims, losses, damages (actual or consequential), requests, lawsuits, costs of litigation and attorney's fees, or of any kind and nature. In such case, **ElevenPaths** will provide you with written notice of such claim, suit or action.

11. LIMITED LIABILITY

In no event shall **ElevenPaths** be liable for any damages (including, without limitation, loss of profits, loss of business, business interruption or loss of information) that arise from your use or inability to use CAPACICARD (including by your End Users), the cost of the acquisition or goods and substitute services, the declaration or the conduct of third-party services or products, even if **ElevenPaths** has been advised of the possibility of such damages.

In no case shall **ElevenPaths** be liable for the loss of data or for indirect, special, incidental or consequential damages (including losses, business losses, whether direct or indirect, or loss or corruption of data), or for any other indirect or consequential loss, or for damages based on

these **Terms**, grievance or otherwise.

ElevenPaths shall have no responsibility with respect to the content of CAPACICARD or any part of the Service, including, but not limited to errors or omissions, slander, infringement of advertising rights, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or disclosure of confidential information.

In any case, the aggregate limit of liability of **ElevenPaths** for all damages arising from or related to these **Terms** or CAPACICARD will be limited to fifty percent (50%) of the fee paid by you for the right of access to and use of CAPACICARD and received by ElevenPaths after the last twelve (12) months immediately preceding the event that gave rise to the claim.

Nothing in this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from that party's negligence; or (ii) fraud or false or misrepresented statement.

Nothing in this agreement will exclude or restrict the liability of any party for any liability that cannot be excluded or restricted by law.

12. CONFIDENTIALITY

You agree to treat any information, data, news or documents in any means related to CAPACICARD that you obtain or receive as a result of the conclusion or execution of these **Terms** (the "Confidential Information") in a strictly private and confidential manner and not to disclose any such information to third parties.

The commitment established in the previous paragraph will not be considered breached if the information, news, data and/or documents are already in the public domain when they are disclosed or if the disclosure of such information is required by law or a competent authority orders the total or partial disclosure of Confidential Information.

For the purposes of this section, the Confidential Information also includes these **Terms**, including relevant consideration of the **ElevenPaths** system, any document, business offer, information or presentation that has been provided to you by **ElevenPaths** related to the technology of **ElevenPaths'** business partners, promotional and marketing activities, finance and other business matters.

The confidentiality obligations set forth in this document will survive the termination of these **Terms** and will continue until any of the exceptions included in this article apply.

If **You** are required by an applicable statute, law or regulation or by a legal or regulatory authority to proceed to disclose any Confidential Information, you must properly notify **ElevenPaths** (if the law, regulatory authority or relevant authority permits it) the need to do so for the affected party to be able to make a timely request for a protection order or other appropriate remedy or to waive compliance with the terms of this section. **You** also agree to cooperate with **ElevenPaths** in your efforts to obtain such an order of protection or other remedy. In the event that such a protection order or other remedy is not obtained, **You** must allow the provision only of the portion of Confidential Information in this document that is advised as per the opinion of a lawyer that should legally disclose and make reasonable efforts to obtain guarantees that confidential treatment will be applied to such Confidential Information.

13. LAW AND JURISDICTION

These **Terms** will be governed by Spanish Law.

The parties agree to submit any disagreement in the interpretation and execution of these **Terms** to the courts and tribunals of the city of Madrid.

14. CONTRACTING AND OUTSOURCING

You may not assign these **Terms** or transfer in any way your rights or obligations, including credentials or any other right, without the prior written consent of **ElevenPaths**.

ElevenPaths, upon written notification (including email) and without your consent, may assign or transfer these **Terms** to third parties, whether a member of the Telefónica Group or not.

ElevenPaths may at any time subcontract part or all of its obligations under this contract.

15. PUBLICITY

ElevenPaths may use your name and/or logo in a list of customers to be used in market materials provided that you give your consent to **ElevenPaths** via email in

the related request sent by **ElevenPaths**.

Within forty-five (45) days of signing these **Terms**, **ElevenPaths** may publish a press release announcing its relationship with **You** as a client, provided that you have had the opportunity to review and approve the press release.

16. PRIVACY

ElevenPaths recognizes the importance of protecting your privacy as a CapaciCard user. This is why we have a Privacy Policy that you can read below:

1. Who is Controller for managing your data as a user of CapaciCard?

The Data Controller for managing your data as a user of CapaciCard is:

- Name: TELEFÓNICA CYBERSECURITY & CLOUD TECH, S.L..
- N.I.F.: B01636760
- Address: c/ Ronda de la Comunicación s/n, Distrito Telefónica, Edificio Oeste 3, 28050, Madrid
- E-mail: privacy@elevenpaths.com

2. What data do we manage about you?

The data that the Data Controller will process about you will be the necessary ones to provide you the CapaciCard service, which are:

- Identification data: Name and surname, e-mail address, password.

3. How do we obtain and where does the data come from?

It is mainly you who directly provides us with your data when you create a CapaciCard account.

4. For what and why do we use your data?

So that Data Controller can create to you a CapaciCard account that will allow you enjoy CapaciCard and all its functionalities in accordance with this terms and conditions of use.

5. How long do we keep your data?

In general, we will no longer keep your data at the time it is not necessary to continue providing you with the service of CapaciCard.

6. Who has access to your data (besides Telefónica Cybersecurity & Cloud Tech, S.L)?

Besides Data Controller, other who have access to your personal data is:

- Microsoft Azure, a hosting provider in Netherlands.

The access to your data that we provide to these third parties is always for lawful purposes and only during the period of time strictly necessary for it.

7. What are your rights and how can you control your data?

In general, you can execute your rights of access, rectification, deletion, limitation, opposition, portability freely at any time by sending an electronic mail, providing a photocopy of your National Identity Card or equivalent document and identifying the right to be exercised to privacy@elevenpaths.com.

Lastly, you will bear the right to submit a complaint to the supervising national authority, the Agencia Española de Protección de Datos.

8. How do we protect your data?

Telefónica Cybersecurity & Cloud Tech, S.L is Data Controller for ensuring the security, secrecy and confidentiality of your data, communications and personal information, adopting the most exigent and robust security measures, and making available to you tools and functionalities that allows you to avail of CapaciCard.

17. CONTRACT MODIFICATION

ElevenPaths may modify these **Terms** through (i) technological changes, (ii) regulatory changes that affect the Service, or (iii) evolution of the Service itself, publishing it at the website <https://capacicard.e-paths.com>, for your information.

18. CONSERVATION AND INTEGRITY OF THESE TERMS AND NON-WAIVER

The declaration of nullity or invalidity of any clause of these **Terms**, unless they are of an essential nature, will not affect the validity and effectiveness of the other clauses.

The failure or delay by any of the parties involved in these **Terms** to exercise or enforce any right, power or remedy under these **Terms** will not be considered a waiver of such right, power or remedy.

19. NOTIFICATIONS

To You: Unless otherwise stated in this document, the notices made by **ElevenPaths** under these **Terms** will be provided to You through the email address

You have provided to **ElevenPaths** in the registration process that was completed to acquire the right of access to and use of CAPACICARD or at any updated email address that **You** have provided to **ElevenPaths** and/or affiliates. It is your responsibility to keep your email address up to date and you will be deemed to have received any email sent to that address, if it is sent from ElevenPaths and/or affiliates, regardless of whether you actually received the email.

To ElevenPaths: For notifications that **You** send to **ElevenPaths** under these **Terms** and for questions regarding these **Terms** or CAPACICARD, you may contact us via the email address innovationlab@11paths.com.

Any support-related question or consultation regarding CAPACICARD should be made via the contact information provided above.