

GENERAL TERMS AND CONDITIONS FOR CONTRACTING SERVICES / PRODUCTS OF PLACE ANALYTICS,
S.L.

1. PURPOSE, DEFINITIONS.

Definitions:

Service Provider: PLACE ANALYTICS, S.L., domiciled at Calle Asturias Nº5, 1º. Oviedo (33004) Asturias, (hereinafter, also to be referred to as BETTERPLACE or the Company), is the creator and owner of the BETTERPLACE® Database, generated and structured from the information published in the National Institute of Statistics, the Cadastre and other publicly accessible sources, together with information provided both by itself as well as by renowned suppliers, which allows it to offer a wide variety of products and services largely related to this information.

THE CLIENT: A CLIENT shall hereinafter be considered to be any Natural Person of legal age, Company, Corporation, Association or any other entity that is interested in contracting Products and Services that are offered by BETTERPLACE.

Products: The products and services provided by the Company shall hereinafter be referred to as the

"Information". Purpose of the contract:

This contract is aimed at regulating the concession to the CLIENT of a licence of use, through the INTERNET Telecommunications network, of the information products that BETTERPLACE offers from its websites www.betterplaceapp.com and www.betterplaceweb.com.

Common conditions and applicable law:

The parties shall execute this contract as well as any annex, addendum, renewal or modification thereof in the Spanish language.

The CLIENT shall be constantly informed of the Products and Services available at all times, through the BETTERPLACE website, as well as by telephone, postal or electronic notifications sent to him/her.

For viewing or ordering certain products or services that the CLIENT would like to access while browsing the different sites on the website, the CLIENT may be asked to accept specific additional and complementary clauses to these General Conditions, which must also be read and accepted by the CLIENT for the efficient provision of the service or supply of products.

The specific clauses accepted by each CLIENT, and which detail the type of contracting selected according to the specific offers, vouchers, savings plans, flat rates, or any other contracting model offered by BETTERPLACE are also complementary to these General Terms and Conditions and part of the contract of each CLIENT, and are conveniently attached to this contract. In the event of discrepancy or dispute of any provision between them, the specific conditions shall prevail over the general conditions. These General Conditions shall be governed, among other legal texts, by the provisions set forth in Law 7/1988, of 13 April, on General Contracting Conditions, Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, Royal Decree 1906/1999, of 17 December 1999, which regulates Telephone or Electronic Contracting with general conditions, EU Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, Law 7/1996 of 15 January on the Regulation of Retail Trade, and Law 34/2002 of 11 July on Information Society Services and Electronic Commerce.

2. PERFECTION OF THE CONTRACT.

The validity of contracts executed by telematic means is governed by Article 23, paragraphs 1 and 3 of Law 34/2002 on Information Society Services and Electronic Commerce: "Contracts executed by electronic means shall have the same validity and shall have the same effects as those of the Civil and Commercial Legal System".

The Contract shall be deemed to have been concluded from the moment in which the CLIENT expresses his/her agreement with these contracting conditions by clicking on the Accept and Read button of these conditions, or also by filing or submitting such acceptance by any other electronic or traditional means at the offices of the Company's head office or branches.

The CLIENT agrees that it shall not be necessary to confirm receipt of the acceptance of the contract when it has been executed exclusively by electronic mail exchange or other equivalent type of electronic communication, as established in article 28.3 b) of Law 34/2002 on Information Society Services and Electronic Commerce, as well as the provisions of Royal Decree 1906/1999. The parties agree to legally consider the CLIENT's handwritten signature as equivalent to that provided by means of any type of keys, codes or identifying security elements. Notwithstanding the foregoing, BETTERPLACE may require written confirmation where it deems necessary.

Upon such acceptance, the CLIENT will receive notification from BETTERPLACE, which will be automatically sent to the e-mail address provided at the Registration process. This e-mail will contain the information relating to your registration and the type of contract chosen as well as the particular conditions that apply to each modality at any given time, which are automatically accepted together with these general conditions at the time of contracting the service.

However, given that this is a technical and automatic system, this e-mail may not be received for technical reasons beyond BETTERPLACE's control. In such cases, the CLIENT must contact our client support service to ensure the delivery was effective. Any other forms of contracting provided for by law, which the parties may use to execute the purpose of this contract, shall also be valid.

BETTERPLACE hereby reserves the right to use systems of validation and authentication of the data provided in the contracting form, prior to the execution of the contract.

The CLIENT using the services and products of BETTERPLACE, considered a legal entity, will be responsible at all times for the proper and effective authorisation or power of attorney of the natural persons who enter into this contract and may not oppose the payment of the services and products provided by BETTERPLACE for lack of authorisation or due to a defect or revocation of powers of attorney. In accordance with the provisions of article 1.822 of the Civil Code and following articles, in relation to article 1.113 and following articles of the same Code, the natural person signing a contract on behalf of a commercial company is considered to be a joint and several guarantor.

The CLIENT expressly accepts that BETTERPLACE may file the contract on the company's secure servers, by means of telematic delivery, which will be available for consultation from the website www.betterplaceapp.com. The CLIENT may print or file a copy of the contract. In case of discrepancy between the CLIENT's copy and the contract on file, the latter shall prevail. The integrity and validity are ensured by the digital signature on this document, which guarantees the identity of the signatory, the integrity of the signed content as well as the non-repudiation of the signatory. In addition, the CLIENT expressly accepts that all notifications, communications and information that BETTERPLACE must send or provide as a consequence of the services contracted and operations carried out, shall be by electronic means, to the extent permitted by law.

3. CONTRACTING FORM.

The contracting will take place between the parties by means of prior offers of services and products from BETTERPLACE. The parties shall be governed by these general contracting conditions, to which the specific conditions of the contract shall be annexed at the time of contracting.

Any charge to the CLIENT's account that BETTERPLACE makes for the provision of its services will be considered as a payment transaction authorised by the CLIENT.

Therefore, with the acceptance of these general contracting conditions, the CLIENT issues the Direct Debit Order or mandate by which he/she authorises and consents to BETTERPLACE to initiate the collection of his/her credits charged to the account provided in the registration process and that his/her entity debits his/her account with the debits requested for collection by BETTERPLACE.

According to Law 16/2009 of 13 November 2009 on payment services, BETTERPLACE will use the acceptance of these Conditions as the signed authorisation of the CLIENT, and will preserve it during the repayment period and, once it expires, for the periods established by the Law regarding the preservation of documents.

Testing Services

BETTERPLACE offers a free test environment where the CLIENT may use the "Betterplace" Tool in test mode. To access this service, the User will have to register using the Registration Form provided for this purpose (the "Testing Service") or request registration in the testing mode by contacting the BETTERPLACE team. You must unsubscribe from the "Testing Service" before the end of the specified trial period if you do not want to be automatically upgraded to a paid plan.

During the trial period, the Registered User may evaluate whether the features offered by the Betterplace Tool meet his/her needs for future contracting. The User will receive training communications by e-mail explaining the tool's features.

This service is solely intended to show Registered Users the Services and features of the Betterplace Tool, which allows the User to check the integrity and quality of the Betterplace Tool prior to the purchase thereof.

Once the Testing Service has ended, the Registered User will continue to use the Services in accordance with the payment plan selected at the time of registration, whose conditions are available for consultation on the Website.

In addition, the User may participate in a personalised online tour, prior to contracting the Services. This tour will explain in detail the features of the Betterplace Tool and how to use them to get the best performance.

3.i) REGISTRATION BY FORM

Users interested in making use of the services and products of BETTERPLACE must register on the website by filling in the form provided for this purpose. In order to do so, they will have to follow the instructions given on the form and provide the required data (the "Registration Form").

Once the Registration Form has been submitted, the CLIENT (hereinafter in this clause to be referred to as the "Registered User") will receive an e-mail to the address provided in the Registration Form, confirming the registration and informing him/her on the use of the tool.

The Registered User shall be solely responsible for selecting a password with an appropriate level of security. To this end, the Registered User is recommended not to choose a password with evident combinations that could be easily decoded by a third party. The Registered User shall be responsible for the custody and secrecy of his/her password and shall not disclose it to any third party. If you believe that your password has become known to a third party, you should immediately change it.

If you have any questions regarding your registration or cancellation as a User, please contact us at the following email address: [**info@betterplaceapp.com**](mailto:info@betterplaceapp.com)

3.ii) REGISTRATION REQUEST BY BETTERPLACE

Additionally, the User may contact the BETTERPLACE team, through the contact form provided at [https:// www.betterplaceweb.com/contacto/](https://www.betterplaceweb.com/contacto/) or at the e-mail address info@betterplaceapp.com, in order to be registered in the Betterplace platform, providing a username, password, and other elements required to complete the registration.

In any case, the CLIENT shall be solely responsible for entering his/her bank details in his/her user account once it has been activated.

4. FEES, PAYMENT AND SERVICE CANCELLATION POLICY.

The cost of the products and services provided by BETTERPLACE will be established in the particular conditions accepted by the CLIENT. The Company reserves the right to amend the prices of any of its products at any time, in accordance with the provisions of the "Contract Integrity and Amendment" clause of these General Terms and Conditions for Contracting. Such modification shall be applicable as soon as it is notified to the client in the manner established in the aforementioned clause.

The parties agree, provided that the CLIENT is not considered a "consumer", to be subject to Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions.

In the event that the Client pays for the services in periodic instalments, BETTERPLACE may claim the total outstanding amounts from the moment of non-payment of one of the instalments.

The CLIENT must provide the details of his/her credit/debit card in their user account once it has been activated, for which BETTERPLACE will make a charge every month for the amount equivalent to a monthly or annual fee for the contracted service.

The CLIENT may cancel his/her user account at any time through the tool provided for this purpose in the control panel.

Service cancellation policy

1. Accounts in default

In the event that the CLIENT fails to pay for the services, and therefore cannot access them, BETTERPLACE shall proceed as follows with the processing of the data stored in the CLIENT's Betterplace account:

- Once the account goes into "unpaid" status, account users can only access the page to set up or edit their Betterplace payment method, without access to the rest of their Betterplace account.

- On day 30 of being in the "unpaid" status, the account goes into "suspended" status, in which the account users cannot access any part of their account. In the event that the user wants to access the account, he/she should contact BETTERPLACE by using the contact form on the Betterplace website (<https://www.betterplaceweb.com/contacto/>) or by sending an email to info@betterplaceapp.com so that the Betterplace team can re-activate the account and the user can access or edit his/her payment method.

In any case, BETTERPLACE will contact the email provided by the CLIENT, informing them of the process and its consequences.

2. Cancelled accounts

In the event that the CLIENT cancels his/her account, BETTERPLACE shall proceed with the processing of the data stored in the CLIENT's Betterplace account as follows:

- As soon as the Client cancels his/her account, he/she will continue to have access to his/her Betterplace account for the remaining unconsumed but paid time.

- Once the account is "cancelled", i.e. the account has used up its entire paid period, account users can only access the reverse cancellation page on Betterplace, without access to the rest of their Betterplace account, for a maximum period of 30 days thereafter.

- In the event that the user wants to access the account, once this period has elapsed, he/she should contact BETTERPLACE by using the contact form on the Betterplace website (<https://www.betterplaceweb.com/contacto/>) or by sending an email to info@betterplaceapp.com so that the Betterplace team can re-activate the account and the user can access and revert the cancellation.

In any case, BETTERPLACE will contact the email provided by the Client, informing them of the process and its consequences.

5. INVOICING.

The invoicing method and frequency for the payment of the consumption of the Information provided by BETTERPLACE to the CLIENT is established in the Particular Conditions accepted by the latter.

In accordance with the provisions of Royal Decree 1619/2012, of 30 November, which approves the Regulations governing invoicing obligations, with the acceptance of these general contracting conditions, the CLIENT consents to accept that the different invoices issued by BETTERPLACE for the provision of its services are issued and sent in electronic format.

Furthermore, in accordance with article 8 of Order EHA/962/2007, the CLIENT may print the invoices on paper, and may convert them to a paper format by using the corresponding software option that allows printing on paper, generating the code legally recognised by the Tax Administration or, failing this, the invoice may be printed, in which case the digital file sent by BETTERPLACE must be stored.

In all cases, invoices shall clearly state at least the following information:

- Payment method applied.
- Rate applied.
- Net amount payable.

Should the invoices issued or any of the items for which payment has been made in instalments not be settled, BETTERPLACE reserves the right temporarily suspend the provision of information without interrupting the term of the agreement, until all outstanding amounts have been paid, or to terminate this contract and claim the total outstanding amounts. The costs arising from non-payment shall be borne by the contract holder.

In the event that the CLIENT terminates the contract in advance and at his/her own discretion or fails to pay one or more instalments of a type of contract involving a commitment of permanence, the CLIENT shall be obliged to pay the remaining instalments until the end of the commitment of permanence.

In the event that the CLIENT terminates in advance and at its sole discretion, or fails to pay one or more instalments of a customised offer that involves a prior investment by BETTERPLACE for the personalisation of the service or product to be provided, the CLIENT shall be obliged, as a penalty, to pay the remaining instalments or amounts corresponding to the entire agreement.

In the event that the CLIENT fails to pay in whole or in part for a personalised offer that provides him/her with a bonus or an advantage with the application of special rates (e.g: Bonus or similar with discounts on RRP), shall entitle BETTERPLACE to temporarily suspend the supply of information, without this entailing the interruption of the period of validity of the agreement, until all outstanding amounts are paid, or it may terminate the contract definitively. Regardless of any of the above two options, the CLIENT's failure to pay shall entail the obligation, as a penalty, to pay the amount resulting from the difference between the discounted price from which he/she has benefited and the RRP consumed up to the time of non-payment, which he/she would have had to pay if the special rate had not been applied.

In such cases, BETTERPLACE shall issue an invoice for the corresponding penalty amount in the month following the time at which the penalty is incurred and for the total amount applicable in each case.

6. LEGITIMACY AND ORIGIN OF THE DATA.

BETTERPLACE guarantees both the legitimacy of the sources used in the preparation of its information products and the procedures carried out for their creation, as well as the legality in the collection of data, whose collection complies, where necessary, with EU Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights. However, in this case, the CLIENT shall be bound to comply with the legal requirements established in the aforementioned regulations and in any other regulations that may apply to him/her as a result of access to the information.

7. USE OF INFORMATION.

7.a. Information supplied by BETTERPLACE.-

The information shall be provided confidentially and for the exclusive personal, non-commercial use of the CLIENT, on the basis of a License of Use granted by BETTERPLACE, so that the CLIENT may not under any circumstances:

- a) Disclose on any type of medium or provide such information to person or persons not expressly employed by the CLIENT.
- b) Transfer, convey, assign, sub-lease, sub-license, sell or otherwise dispose of the data, whether free of charge or for a consideration.
- c) Communicate, whether free of charge or for a consideration, to any person or entity, the total or partial content of the data transferred.
- d) Alter, transform, misrepresent, or in any way modify in whole or in part, the information provided.
- e) Copy and/or duplicate the information supplied or the Database. This prohibition is extended to the copy thereof once it has been modified and/or merged, as well as to the creation of files containing all or part of the information contained in the Database.

The CLIENT shall be solely responsible for the consequences that may arise from such actions, as well as for the safeguarding of the Information provided, and must take the appropriate security measures to protect against unauthorised access or dissemination. The CLIENT shall refrain from requesting information that it is knowingly intended to be used by third parties, and from knowingly or negligently allowing third parties to make such requests.

The CLIENT guarantees that the use of the BETTERPLACE® Databases, and of the remaining products and services included in this contract, is exclusively to guarantee the development, fulfilment and control of a freely accepted legal relationship.

The Information is provided on the acceptance that BETTERPLACE is not responsible for the interpretation that the CLIENT makes of the information contained therein. Under no circumstances is the Information provided to meet the CLIENT's expectations of use or claims for particular uses. The analyses do not refer to the appropriateness of any value. BETTERPLACE does not act as a fiduciary or as an investment advisor, and the contents of its Reports should not be used as a replacement for the knowledge, judgement or experience of the CLIENT, its management, employees, advisors and/or clients for the purpose of making investment decisions.

Therefore, the CLIENT agrees that the information provided by BETTERPLACE may be an additional element to be taken into account in the decision-making process, but may not make business decisions based solely on it. The CLIENT therefore releases BETTERPLACE from all

liability for the lack of adequacy. Likewise, at his/her own discretion, the CLIENT shall release BETTERPLACE from all liability arising from the possible inadequacy of the content of the Information, the use thereof to bring it before courts and/or tribunals, public administrations or any other public body or private third party for any reason of interest to the CLIENT.

The CLIENT guarantees that he/she will not access or interfere with the BETTERPLACE web pages by means of robots, spiders, routines or any automatic or semi-automatic system to monitor, copy or download their content for any other unauthorised purpose without prior written permission from BETTERPLACE. The CLIENT agrees that it will not take any action that may impose unreasonable or disproportionate information burdens on the data transfer infrastructure of the service.

BETTERPLACE reserves the right to cancel the access codes and the provision of the information for the violation or breach by the CLIENT of any of the obligations of use of the information.

7 b) Data entered by THE CLIENT.-

The CLIENT may enter certain data in the application, as well as transfer files to it. BETTERPLACE guarantees that this information will be confidential and will only be displayed to the CLIENT.

The CLIENT authorises that the data entered by him/her may be used, previously anonymised, by BETTERPLACE to improve the Services provided.

In relation to the option for the CLIENT to enter data, when using the website, the CLIENT undertakes:

- Not to enter, store or disseminate on or from the Website any information or material that is defamatory, offensive, obscene, threatening, xenophobic, pornographic, in support of terrorism, incites violence or discrimination on grounds of race, sex, ideology, religion or that in any way violates the form, public order, fundamental rights, public freedoms, honour, privacy or the image of third parties and, in general, current legislation.
- Not to enter, store or disseminate through the Website any content that infringes the intellectual or industrial property regulations or the rights of third parties, or in general any content that he/she does not hold, in accordance with the law, the right to make available to third parties.

In certain cases, the CLIENT may have access to Betterplace application features that allow BETTERPLACE to offer additional related services to third parties who are clients of the CLIENT, by third party collaborators of BETTERPLACE. For these purposes, such third party collaborators or BETTERPLACE itself may contact the third party using the contact information that THE CLIENT provides in the application. In any case, **the CLIENT must have previously obtained the free, specific and informed consent of the third party** that wishes to be contacted in order to initiate the service.

In other cases, BETTERPLACE will only act as an intermediary between the CLIENT and the Third Party Partner (i.e. without entering third-party data in the application), and therefore the CLIENT and the Third Party Partner will be solely responsible for complying with all obligations arising from EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (GDPR), and its complementary regulations.

8. CONFIDENTIALITY.

The information (products and services) supplied to the CLIENT are for his/her personal, sole and exclusive use, and the CLIENT is therefore obliged to maintain strict confidentiality in relation to the data and information provided. The licence of use contracted by the CLIENT does not allow him/her to transfer or disclose the Information or any part of it to third parties without the prior written consent of BETTERPLACE. In particular, information on research products and services. This information will be provided through contracting with professional researchers and disclosed to the CLIENT by BETTERPLACE as an intermediary and in a single delivery, without the product being stored in any file or database. These obligations of confidentiality shall remain in force even upon termination of his/her relationship with BETTERPLACE. The CLIENT shall therefore be liable for any misuse or leakage that may take place among its personnel or any third party to whom it has disclosed the Information.

9. INTELLECTUAL PROPERTY.

The Information subject matter of this contract, consisting of the products and services currently available, and the BETTERPLACE® Database, as well as its Source Code, are owned by BETTERPLACE, as an intellectual property matter, and are protected by the provisions of Royal Legislative Decree 1/1996, of 12 April, which approves the revised text of the Intellectual Property Law, according to the wording given by Law 5/1998 of 6 March, being the object of protection not only the data contained therein, but also as a compilation/systematisation of data, in the terms set out in article 133 and those following of the current Intellectual Property Law. Access to the Information and, where applicable, to the BETTERPLACE® Database, authorised and regulated by means of this contract, does not imply the transfer of any other of the rights derived from the Intellectual Property thereof.

10. LIABILITY.

BETTERPLACE prepares the Information provided from sources over which BETTERPLACE does not always have control and whose verification is not always possible. In view of the extensive amount of material that BETTERPLACE works with to compile the information, BETTERPLACE makes no warranties as to the accuracy, reliability, timeliness or suitability of the information provided and is not responsible for any errors, inaccuracies, mismatches or omissions in the information provided. Consequently, the CLIENT shall not be liable for any damages arising from errors and/or incorrectness or inaccuracy in the information provided.

BETTERPLACE shall not be liable for any loss or damage of any kind resulting from negligence, delay or error on its part or that of its officers, employees and agents in procuring, transmitting or supplying the information, which is the subject of this contract, or in providing the contracted services.

BETTERPLACE shall not be liable for any damage arising from the improper functioning of the Database caused by external technical means, such as any hardware element necessary for the Information supplied to operate or to make the connection, and expressly refuses any liability in the event of malfunction of the telephone network. In particular, it accepts no liability whatsoever for any breakdowns, interruptions, faults or defects in the telecommunications systems used to provide the service, which may occur in transactions of a financial nature, including, but not limited to, through the payment platform provided to the client, and which depend on the bank that provides it.

BETTERPLACE does not warrant the commercial suitability and appropriateness of the content of the Information for a particular purpose. The CLIENT agrees that the information provided by BETTERPLACE may be an additional element to be taken into account in the decision-making process, but may not make business decisions based solely on it. The CLIENT therefore releases BETTERPLACE from all liability for the lack of adequacy. Likewise, at his/her own discretion, the CLIENT shall release BETTERPLACE from all liability arising from the possible inadequacy of the content of the Information, the use thereof to bring it before courts and/or tribunals, public administrations or any other public body or private third party for any reason of interest to the CLIENT.

BETTERPLACE's liability for damages caused by gross negligence, as well as compensation for damages and payment of interest in the event of non-compliance, shall not exceed in any case, by express agreement of the parties, the total amount paid by the CLIENT to BETTERPLACE over the annual period in which they have occurred. THE PARTIES expressly exclude loss of profit where they are liable for damages resulting from such breaches.

The User ID and Password that BETTERPLACE provides to the CLIENT to access its services and products are personal and non-transferable. BETTERPLACE will only provide this information to the e-mail address specified in the contracting form or directly by telephone to the person contracting.

The CLIENT is at all times responsible for the use, storage, transfer and confidentiality of these passwords.

For greater security, it is recommended not to disclose them to third parties, make them public, forward them by e-mail or any other means of quick dissemination. The CLIENT shall be responsible for the dissemination of such information among its employees or with third parties of any kind.

The CLIENT shall not oppose the payment to BETTERPLACE of the consumption made by the personnel in their charge or by any third party who have had access to the passwords, even if they have been made outside their instructions or due to the lack of control or due diligence in their custody or failures in the security measures of their systems or any other cause beyond BETTERPLACE's control.

Please note that BETTERPLACE will never ask you for your security password by e-mail or any other means, with the exception of a request to change it by the CLIENT who is the contract holder. BETTERPLACE may block the participant's passwords if access is requested with the wrong passwords. In case of blockage, to proceed to activate them, please contact the BETTERPLACE CLIENT support service.

BETTERPLACE reserves the right to refuse the provision of services or delivery of products to the CLIENT for commercial reasons of uses and policies of business interest, and therefore also to charge the prices established at all times as consideration thereof.

Deadline for the delivery of the information: When the provision of the Service requires the CLIENT to supply information or material to BETTERPLACE, the delivery obligations of the latter will be suspended until such information or material is actually received by BETTERPLACE personnel or at one of its establishments. The dates and deadlines set by BETTERPLACE for the supply of information and/or for the provision of services are determined in good faith but are provided on an approximate basis and do not constitute part of the terms and conditions of the contract. BETTERPLACE shall not be liable for any loss, damage, detriment or expense arising directly or indirectly from delays and/or failures in the supply or delivery of the products and/or services requested on the dates and within the deadlines foreseen. BETTERPLACE shall not be liable to the CLIENT for delays in the delivery of the provision of those services ordered and which are subject to deadlines established by third parties, especially in the procedures whose final management are subject to public administrations.

The CLIENT releases BETTERPLACE from all liability for delays, lack of diligence, errors, negligence or any act or omission deriving from public administration bodies, or any third party, through which it is essential to provide the service entrusted to BETTERPLACE.

BETTERPLACE informs of the possible use of data authentication mechanisms that allow secure verification of the user's identity in order to prevent impersonation and unauthorised access. Personal data provided by clients in a fraudulent or false manner may be considered as an offence of forgery of commercial documents. BETTERPLACE reserves the right to inform the authorities and law enforcement agencies of the State of fraudulent attempts of identity theft when contracting its services.

11. SUBCONTRACTING.

BETTERPLACE reserves the right to subcontract with other natural or legal persons in order to be able to fulfil the obligations arising from this contract.

12. DURATION, TERMINATION OF CONTRACT AND RIGHT OF WITHDRAWAL.

This contract shall be valid for an indefinite period of time, and its clauses shall apply as long as the CLIENT does not request the effective termination of the provision of the Services in accordance with the procedure established in this clause.

Unless a customised offer contains a long-term commitment clause, the contract may be terminated at any time based on the following conditions:

- a) At the request of the CLIENT:

The CLIENT may request the termination of the contract and therefore the cancellation as a user of the BETTERPLACE Services and of all the contracting modalities that may be active or request the cancellation of a specific contracting modality. In this case, the CLIENT will be governed by the terms established in the particular conditions of the contract.

For the effective cancellation of the contract and cancellation as a user, the CLIENT is required to:

- Expressly request it through the cancellation function available within the Betterplace Service User account, or expressly inform BETTERPLACE at the following email address: **info@betterplaceapp.com**.
- Settle any amounts outstanding at the time of termination. Given that the request for cancellation of the general conditions and user of the website implies the cancellation of the attached contracting modalities, the penalties set out in the annex corresponding to each contracting modality in force at the time of the request for cancellation shall also be paid.

b) By BETTERPLACE:

BETTERPLACE may terminate this contract by means of written notification to the CLIENT by means of any channel through which it has data available, with fifteen days' prior notice, when the CLIENT fails to comply with any of the obligations established in this contract. Such termination shall not entitle the CLIENT to any claim or compensation whatsoever. Notwithstanding the foregoing, BETTERPLACE may at any time unilaterally and at its convenience, terminate this contract, as indicated in the "Contract Integrity, Annulment and Modification" clause.

BETTERPLACE reserves the right of admission and exclusion from the Services. If a User does not comply with the rules described above, he/she may be excluded from the User's account.

In addition, BETTERPLACE may at any time and without prior notice, withdraw or suspend the provision of the Services to those Users who fail to comply with the provisions of the Terms and Conditions.

BETTERPLACE undertakes to act in accordance with the applicable regulations at all times.

BETTERPLACE reserves the right to amend the particular conditions, which are contained in these General Terms and Conditions for Contracting, replace them with other conditions of similar characteristics, or cancel them, giving due notice to the CLIENT, in accordance with the "Integrity, Annulment and Modification of the Contract" clause of the General Terms and Conditions for Contracting.

Upon termination of the contract, due to any of the foreseen causes, the provisions of the general conditions named USE OF INFORMATION, CONFIDENTIALITY AND LIABILITY shall remain applicable to the CLIENT. The termination of the contract does not entail the cancellation of the obligations arising for the parties to the contract and which were outstanding at the time of the termination of the contract.

Right of Withdrawal:

In accordance with the provisions of article 69 of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, the CLIENT is informed that in view of the online digital nature of the content of all the products and services offered on the website, or that some of these products and services are prepared and customised in accordance with the specifications of the CLIENT, the Right of Withdrawal is not applicable, in accordance with the provisions of art. 103 sections c) and m) of the aforementioned Royal Legislative Decree 1/2007.

With the acceptance of these General Contracting Conditions, BETTERPLACE confirms to the CLIENT that it has received his/her express consent requesting the supply of the online content of the products and services to be supplied from the website www.betterplaceapp.com. Therefore, the CLIENT expressly acknowledges to be aware that once he/she has viewed, downloaded, accessed or been delivered the products of the BETTERPLACE website that he/she requests, he/she will not be able to exercise the Right of Withdrawal.

13. TRANSFER.

The CLIENT may not transfer this contract, nor delegate any of the obligations derived therefrom, without the prior consent of BETTERPLACE. In any event, the third party assignee shall be subrogated to all obligations under this contract.

However, BETTERPLACE may assign the rights and obligations arising from this contract, informing the CLIENT accordingly and without requiring the consent of the CLIENT.

14. TAXES.

All prices and fees referred to in this contract include all taxes and levies applicable at all times.

15. MODIFICATIONS.

BETTERPLACE reserves the right to modify its programmes and database, as well as the systematisation of the data provided and the technical features of access and transmission. Should such changes not allow backward compatibility with the previous versions installed, BETTERPLACE shall notify the contract holder at least one month in advance. It also reserves the right to interrupt the service in whole or in part due to technical changes or breakdowns, notifying the CLIENT in writing in advance or by means of a notice in any other appropriate form.

The Company reserves the right to create or add new data, amend, replace, review and/or improve or delete any Information (products and services), as well as to implement the elements necessary to facilitate the control of its use during the term of this contract and its annexes.

16. ENTIRE CONTRACT CANCELLATION AND MODIFICATION OF THE CONTRACT.

These conditions, together with the particular conditions of the modality contracted, which shall be extended by Annex, supersede any prior agreements, offers, understandings and verbal commitments between the parties, and together with the particular conditions of the contracting plans that may exist, constitute the entire agreement entered into between BETTERPLACE and the CLIENT. If any clause of this contract is deemed to be avoidable or null and void, it shall be deemed not to have been included, and the rest of the contract shall remain binding between the parties.

Contract amendment: BETTERPLACE may amend this Agreement, including its Annexes, and shall give notice of such amendment by one of the following means: (i) either by individual written notice to the Contract Holder at least 15 days prior to its entry into force; or (ii) by publication of the modification, at least 15 days prior to its entry into force, in the Contract Information section of its website, or in any other clearly visible place on its website; or (iii) by individual notification sent to the CLIENT's Betterplace Service User account.

If the CLIENT has not opposed to such modifications, or the first use of the features of the BETTERPLACE® Database within the aforementioned period of time, the CLIENT shall be deemed to have fully accepted the new conditions. Should the CLIENT not accept the proposed modifications notified to him/her, he/she may terminate the contract and cancel it, in accordance with the provisions of the "Duration and Early Termination" clause, or maintain, to the extent legally permitted, the previous ones.

Amendments that are clearly beneficial to the Holder may enter into force immediately.

17. SUBMISSION.

To resolve legal matters related to the interpretation and/or performance of this contract, the parties, expressly waiving any other jurisdiction that may correspond to them, submit to the Courts and Tribunals of the city of Oviedo. However, if the CLIENT is considered a "consumer", the parties submit, at their choice, to the courts and tribunals of the domicile of the consumer user for the resolution of disputes, renouncing any other jurisdiction.

In compliance with the regulations regarding the defence and protection of Consumers and Users, we inform you that BETTERPLACE provides you with complaint and claim forms. To request one, please send a letter to BETTERPLACE, to the address "**PLACE ANALYTICS, S.L.**, Calle Quintana 32, 33009 Oviedo, Asturias".

18. PROTECTION OF PERSONAL DATA.

In accordance with the provisions of current legislation, G.P.R.D. 2016/679 and O.L. 3/2018, BETTERPLACE hereby informs the CLIENT that all the information provided in this contract is required for the purposes of its execution. This data, as well as those obtained as a result of the execution of the contract, shall be processed by BETTERPLACE, as responsible for the processing thereof, for the purpose of properly managing the service requested, satisfaction analysis, audits and service improvement, for carrying out fraud prevention actions, as well as profiling. Also, if you give us your consent, personalised commercial notifications based on the information provided by the CLIENT and/or arising from the provision of the service by BETTERPLACE.

Such processing shall be carried out in strict compliance with current legislation and insofar as it is required for the execution of the contract, the consent of the interested party and/or the satisfaction of the legitimate interests of PLACE ANALYTICS, S.L., provided that other rights of the CLIENT do not prevail over the latter. Provided that the client has explicitly accepted the processing of his/her personal data, even after the end of the contractual relationship and provided that he/she does not oppose such processing, to send him/her promotional communications by electronic means. No automated decisions will be taken on the basis of the data processed.

You authorise BETTERPLACE to carry out international transfers to US companies (Microsoft and/or Google) for the purpose of contracting hosting services for the application. BETTERPLACE has a contract with both entities which guarantees that this international transfer will not result in any loss of your rights and that the same obligations, guarantees and rights under the GDPR will continue to apply to your personal data as those of our U.S. suppliers.

Personal data shall be kept for the duration of the contractual relationship and, at the latest, for the limitation period of the corresponding legal actions, except if you authorise us to use your email address for marketing purposes, which shall be kept until you oppose such processing, applying organisational and security measures to guarantee the integrity, confidentiality, availability and resilience of the personal data established in Article 32 of the GDPR from the beginning of the processing.

Communications and recipients of personal data

No data shall be transferred to third parties, except under legal obligation.

Data subject's rights

The Client shall at all times exercise the following rights freely and completely free of charge:

- (I) Access his/her personal data,
- (II) Rectify his/her personal data that are inaccurate or incomplete,
- (III) Delete his/her personal data,
- (IV) Limit the processing by PLACE ANALYTICS S.L. of all or part of his/her personal data,
- (V) Hold personal data in an interoperable and self-sufficient format
- (VI) Withdraw, at any time, previously granted consents.

In accordance with current legislation, users may exercise their rights by sending a written request, together with a copy of a document certifying their identity, to the following postal address: Avenida Colón, Número 4 – 1ªA, Oviedo (33013), Asturias or by email to rgpd@betterplaceapp.com

You may also contact the BETTERPLACE data protection officer at the following postal address: Avenida Colón, Número 4 – 1ªA, Oviedo (33013) or by e-mail to rgpd@betterplaceapp.com, in the event that you consider that any of your rights related to data protection have been infringed, or, where appropriate, to lodge a complaint with the Spanish Data Protection Agency at Calle de Jorge Juan, 6, 28001 Madrid.

The CLIENT is required to inform BETTERPLACE of any modification of personal data for the proper management and quality of the service and of the data processed, especially those relating to contact details, such as address, direct debit, email, telephone number, etc.

You expressly authorise BETTERPLACE to record in their entirety, by means of any technically valid support for this purpose, the telematic communications created or derived from the use of any BETTERPLACE service, in order to be able to accredit the completion of any procedure relating to the request and contracting of products and/or services, to evaluate the quality and efficiency of the service provided, as well as to deal with any claims and/or incidents that may arise, and may be used as evidence in any legal or arbitration proceedings that may arise directly or indirectly between both parties. In any case, you may obtain a copy on request.

The IP address of each access to our website is stored in order to identify the operations and accesses carried out by users when accessing our website. As regards the use of cookies, they are used by BETTERPLACE for the maintenance of sessions, as well as for the maintenance of user data (login, user code, etc.) which enables the implementation of features such as "remember me on this site", etc. However, the CLIENT may disable the use of cookies by selecting the appropriate settings on their browser, although this may prevent the full functionality of the website www.betterplaceapp.com and www.betterplaceweb.com. For further information about cookies, please visit our cookie policy.

19. BETTERPLACE AS DATA PROCESSOR.

Regarding certain clients, BETTERPLACE shall act as "Data Processor", for which once you accept the terms and conditions you also accept the following contract as Data Processor in which both parties (BETTERPLACE and THE CLIENT):

HEREBY DECLARE

I. That the client requires the services of a maintenance company for the BETTERPLACE application, and the processor is a professional dedicated to the provision of such services.

II. For the proper performance of this service provision agreement, the processor shall process personal data of the data controller.

III. In accordance with the provisions of O.L. 3/2018, on the Protection of Personal Data and Guarantee of Digital Rights, in EU Regulation 2016/679, the parties intend to establish the obligations and responsibilities that correspond to them in the processing of personal data. The parties mutually recognise that they have sufficient legal capacity to enter into this Agreement and to be mutually bound in the capacity in which they act respectively, and therefore agree as follows,

CLAUSES

1. Purpose of the processing.

The data processor shall provide services for the client by maintaining the BETTERPLACE application.

2. Identification of the affected information.

To provide the services derived from fulfilling the purpose of this assignment, the data controller authorises the data processor to process the necessary information, including client and/or employee data.

3. Duration of the contract.

This agreement shall enter into force on the date of its execution. Termination for any reason whatsoever shall require reliable notification in order to no longer receive or, as the case may be, provide the services that are the object of the assignment.

The duration of this contract is bound to the contract of services or provision of services that links both entities.

In the event that the limitation of the assignment is governed by administrative law, the date specified in the applicable law shall be taken as the end date of the provision of services.

4. Return of Data.

Upon termination of this contract, the data processor must return to the data controller, through its security officer or data protection officer, the media containing personal data and delete any copies in its possession. Personal data to which the contracting party has access shall not be transferred or disclosed to third parties, not even for storage purposes.

The return must include the full deletion of all existing data in the systems and documents of the data processor. However, the DATA PROCESSOR may keep a copy, with the data duly blocked, for as long as any responsibilities may continue to be derived from the execution of the provision.

5. Obligations for the data processor and its staff. They shall comply with the following requirements:

1. Purpose:

To use the personal data subject to processing, or that which it collects for inclusion, only for the purpose of this assignment. In no circumstances may it use said data for its own purposes.

2. Instructions issued by the Controller:

It shall process the data in accordance with the controller's instructions and shall immediately inform the controller if it considers that any of the instructions violate the GDPR or any other Union or Member State data protection provisions.

3. Recording of processing activities:

The service provider shall keep a written record of all categories of processing activities carried out if:

- a. More than 250 people are employed.
- b. We carry out processing operations involving a risk to the rights and freedoms of data subjects, not on an occasional basis.
- c. We process special categories of personal data, or data on convictions and criminal offences.

The record shall contain:

- a. The name and contact details of the processor(s) and each controller overseeing the processor(s) and, where appropriate, the representative of the controller, the processor(s) and the data protection officer.
- b. The categories of processing carried out on behalf of each data controller.
- c. Transfers of personal data to a third country or international organisation, specifying this, and in the case of public registration in accordance with Art. 49.1. Paragraph 2 of the GDPR, documentation of appropriate safeguards.
- d. A general description of the technical and organisational security measures relating to:
 - Pseudonymity and encryption of personal data.
 - The ability to ensure the continuing confidentiality, integrity, availability and resilience of processing systems and services, and to restore availability and access to personal data quickly in the event of a physical or technical incident.
 - Regular processes to verify, assess and evaluate the efficacy of the technical and organisational measures to guarantee the security of the processing.

4. Non-disclosure.

The data processor shall not disclose the data to third parties, unless it has the express authorisation of the data controller, in the legally admissible circumstances.

The processor may disclose the data to other processors for the same controller, according to the controller's instructions. In this case, the controller will identify, in advance and in writing, the company or body to which the data must be disclosed, the data to be disclosed and the security measures to be applied in making the disclosure.

5. International transfer.

The data controller authorises the data processor to transfer his/her personal data to the servers of Microsoft and/or Google for hosting purposes. The Data Processor has data processing contracts signed with both Google and Microsoft ensuring compliance with the GDPR by these entities.

6. Duty of secrecy.

The data processor and all its staff must maintain the duty of secrecy with respect to personal data to which it has had access as part of this assignment, including after the purpose ends.

7. Written confidentiality agreements.

The data processor shall guarantee and keep at the disposal of the data controller, documentation accrediting that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be appropriately informed.

8. Training of authorised persons.

The data processor shall guarantee the necessary training regarding personal data protection for the persons authorised to process personal data.

9. Support for the Exercise of Rights.

The data processor shall assist the controller in the response to the exercise of the rights of access, rectification, suppression and opposition; limitation of processing; data portability.

It may not make automated individualised decisions without the data controller's consent.

The data controller shall guide the data subject so that he/she may exercise them before the data controller. Where the data subjects exercise any rights against the processor, the processor must notify the data subject by e-mail to the controller's e-mail address provided in this contract. This notification must be made immediately and in no circumstances beyond the working day following the day on which the request is received, alongside, where appropriate, any other information that may be relevant for the request's resolution.

10. Information Rights.

The data controller shall be responsible for providing the right to information at the time of data collection.

11. Notification of breaches of data security.

The data processor shall notify the data controller, without undue delay, and in any event not later than 24 hours, and through the email address provided in the heading, of any breaches of which it may become aware affecting the security of the personal data for which it is responsible, along with all the relevant information to document and notification of the incident.

Notification will not be necessary when it is unlikely that said security breach constitutes a risk to the rights and freedoms of natural persons.

The following information on the breach, if available, shall be provided to the data controller:

- a. Description of the breach of personal data security, including, where possible, the categories and the approximate number of affected parties, and the categories and the approximate number of personal data records affected.
- b. The name and contact details of the data protection officer or other contact for further information.
- c. Description of the possible consequences of the breach of personal data security.
- d. Description of the measures adopted or proposed to remedy the breach of personal data security, including, where appropriate, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide all the above information simultaneously, and to the extent that it is not, the information shall be provided gradually, without undue delay.

12. Communication to interested parties.

In the event that the breach entails a serious risk to the rights and freedoms of natural persons, the data controller shall prepare and send to the data controller a communication template, in clear and simple language, to be provided to the data subjects.

The communication shall include the same information as described for breaches in paragraph 5.12.

13. Support for carrying out impact assessments or prior consultations.

The data controller shall support the data processor in carrying out the impact assessments regarding data protection; as well as in carrying out prior consultations with the supervisory authority, where appropriate.

14. Compliance with legal obligations.

To data processor shall make available to the data controller all information necessary to prove compliance with its obligations, as well as for audits or inspections carried out by the data controller or another auditor authorised by the latter.

15. Security Measures.

The data processor shall implement all security measures required by law and regulations to ensure secrecy, confidentiality and integrity in the processing of personal data, in order to guarantee the security of personal data and prevent their alteration, processing or unauthorised access, as well as to implement such measures in the future.

Furthermore, and on a regular basis (or when there are relevant changes in its technical infrastructure), the data controller shall carry out an information security risk assessment, which will result in the implementation of mechanisms to:

Guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services.

Quickly restore the availability and access to personal data in the event of a physical or technical incident.

Regularly verify, assess and evaluate the efficacy of the technical and organisational measures implemented to guarantee the security of the processing.

Pseudonymise and encrypt the personal data, where appropriate.

The data security risk assessment shall be compiled in a report issued by the data processor, which shall be provided to the data controller. The scope of said information security risk assessment shall be the entirety of the data processed on behalf of the controller. Security measures shall include the protection of information systems as well as manual processing and archiving systems.

5.17 Data Protection Officer (DPO).

The data processor shall appoint a DPO and disclose his/her identity and contact details to the controller in the heading of this agreement, if the processing is carried out by a public authority or public body (except the courts), if the main activity consists of processing operations requiring regular and systematic monitoring of data subjects on a large scale, or if special categories of data, or data on criminal convictions and offences, are processed on a large scale.

Therefore, the data controller shall periodically provide the data processor with information relating to the purpose of this agreement, which the data processor shall receive. This is done through their respective security officers, or the DPOs appointed in the heading.

They may delegate the communication functions to other users of their entities, or change their contact email address, provided that they duly authorise it and give one week's notice to the other party.

5.18 Subcontracting

The data processor is authorised to subcontract the services and processing related to the storage of the application to Microsoft and/or Google.

The subcontractor shall have the condition of processor and shall be obliged to fulfil the obligations set out in this document as the processor, and to follow the instructions given to him/her by the controller.

The initial processor shall regulate the new relationship in such a way that the new processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the initial processor, with regard to the proper processing of personal data and the guarantee of the rights of those affected. In the event of non-compliance by the sub-processor, the initial processor shall remain fully liable to the controller for the fulfilment of the obligations.

6. Obligations of the Data Controller:

- a. Providing the data processor with the data necessary to provide the service.
- b. Carrying out an assessment of impact on personal data protection of the processing operations to be carried out by the data processor.
- c. Making prior consultations as necessary.
- d. Ensuring compliance with the GDPR by the data processor, in advance and throughout processing.
- e. Supervising the processing, including carrying out inspections and audits.

7. Non-compliance.

Should the data processor fail to comply with the obligations of this agreement, it shall be held responsible for the processing, and shall be liable before the Data Protection Authorities or before any third party for any infringements that may have been committed as a result of the execution of this agreement, or for non-compliance with the legislation in force on the protection of data of a personal nature.

8. Liability

The parties shall be liable for all damages in the event of negligent or culpable conduct in the execution of their mutual obligations under the terms of this agreement.

Neither party shall assume any liability for the non-performance or delay in the performance of any of the obligations under this agreement if such non-performance or delay results from or is caused by an event of force majeure or an unforeseeable circumstance recognised as such by law, in particular: natural disasters, war, state of siege, public disorder, transport strike, power failure or any other exceptional measure taken by the administrative or governmental authorities.

9. Confidentiality

The parties guarantee that they will maintain the utmost confidentiality and expressly comply with the duty of professional secrecy in relation to the duration of the provision of services and after its termination.

Throughout and after the term of this agreement, the data processor shall handle all information owned by the data controller strictly confidentially, adopting the necessary measures to ensure that its content is not disclosed to third parties, nor that they may have access to it without the express authorisation of the data controller.

For the purposes of this agreement, confidential information shall be deemed to be any information which may be disclosed by word, in writing or by any other means or medium, either material or not, currently known or hereafter developed, whether exchanged as a result of this contractual relationship or which is identified or classified as confidential by one party to the other.

10. Notifications

Any notice required for the purposes of this agreement shall be given in writing to the person listed at the heading of this agreement.

11. Information on data protection for participants.

The personal data provided by the parties to this agreement, in the case of natural persons or in the case of representatives of a legal entity, shall be incorporated into a file owned by each of the parties respectively.

The purpose of the collection and processing of information is the management and maintenance of established commercial or professional relations, as well as to keep you informed of new obligations, services and offers. In addition, both parties are informed of their option to exercise their rights of access, rectification, cancellation and opposition with respect to their personal data, and may exercise these rights in writing by letter sent to the address of the corresponding party.

12. Overview.

This contract constitutes the entire agreement between the parties concerning the same subject matter and supersedes and replaces any previous agreement, whether oral or written, reached by the parties.

Furthermore, in the event of discrepancy between the terms and conditions set forth in this agreement and any other previously signed agreement between the parties, the terms and conditions included in this agreement shall prevail.

Nothing contained in this agreement shall be deemed to constitute an identity of parties, or that either party shall be deemed to be the agent of the other. Neither party shall be liable for any statement, act or omission of the other party contrary to the foregoing.

Amendments to the content of this contract shall only be effective if they are made in writing and with the consent of both parties.

Failure by either party to enforce any of its rights under this agreement shall not be deemed to constitute a waiver of such rights in the future.

GENERAL TERMS AND CONDITIONS FOR CONTRACTING SERVICES / PRODUCTS OF PLACE ANALYTICS,
S.L.
ANNEX: VALUATOR ON MY WEBSITE – DATA PROCESSOR

1. PURPOSE.

Annex:

This document represents an ANNEX to the GENERAL CONDITIONS FOR CONTRACTING, accepted by the CLIENT in order to contract the Products and Services offered by BETTERPLACE. Therefore, this Annex supplements the aforementioned General Conditions, and the clauses contained therein remain valid for all purposes.

Purpose of the contract:

This contract is aimed at regulating the granting to the CLIENT of a licence to use a new feature, within the BETTERPLACE application of which it is already a User, called **VALUATOR ON MY WEBSITE**. By means of this feature, it is possible to generate real estate valuation reports at the request of private third parties accessing the BETTERPLACE valuator through the CLIENT's URL, offering them the opportunity to be contacted by the CLIENT so that it can provide them with information and advice on the purpose for which they requested the report.

The provision of this **VALUATOR ON MY WEBSITE** service requires a clear framework of collaboration between BETTERPLACE and the CLIENT for the purposes of compliance with Data Protection regulations, insofar as certain personal data will be collected. Particular third parties shall initially access the CLIENT's URL, and once they have received the data subject's data, the CLIENT shall contact them to provide them with the requested information, and therefore the CLIENT shall be considered the **Data Controller**. The data shall be collected when the particular third party makes use of the BETTERPLACE evaluation form, which, after obtaining their consent, shall provide them to the CLIENT so that he/she can provide them with the information requested, for which reason BETTERPLACE shall be considered the **Data Processor**.

Insofar as the described relationship between BETTERPLACE and the CLIENT with respect to the personal data is not to be considered "*communication or transfer*" but to be considered "*processing*" which Article 28 of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 establishes for processors, the Parties establish such collaboration through the acceptance of this Annex to the General Terms and Conditions of Contracting.

2. LEGISLATION.

EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding the protection of individuals with regard to the processing of personal data (GDPR), and its complementary regulations.

In particular, Article 28 of the GDPR, which states that insofar as the provisions of this article are met, the processing by the contractor of personal data for the processing of which the contracting entity is responsible shall not be considered a communication of data.

3. DESCRIPTION OF THE PROCESSING ORDER

BETTERPLACE shall process on behalf of the CLIENT, the data controller, the personal data required to provide the service of "**Calling/communicating with the data subject in order to provide information on the property valuation requested**".

The processing shall consist of:

1.- COLLECTION of the following data, subject to acceptance by the particular third

party user: User data:

- Name
- Telephone
- Email

Other data:

- Purpose for which the real estate valuation is requested

2.- COMMUNICATION to the Client of the data collected, so that the latter is able to comply with the service offered to the user.

4. DURATION

The term of this agreement shall be subject to the validity of the licence to use BETTERPLACE in accordance with the accepted General Terms and Conditions, as well as to the maintenance of the activation of the functions included in this Annex by the CLIENT. Upon termination of this agreement, the data processor must delete the personal data or destroy any copy that may be in its possession.

5. DATA PROCESSOR'S OBLIGATIONS

The data processor and all its staff are obliged to:

- a. Use the personal data subject to processing, or that which it collects for inclusion, only for the purpose of this assignment.
- b. Process the data according to the data controller's instructions. If the data processor considers that any of the instructions violate the GDPR or any other Union or Member State law regarding data protection, the processor must immediately inform the controller.
- c. A general description of the technical and organisational security measures relative to:
 - i) Pseudonymity and encryption of personal data.
 - ii) The ability to guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services.
 - iii) The ability to restore the availability and access to personal data quickly in the event of a physical or technical incident.
 - iv) Regular processes to verify, assess and evaluate the efficacy of the technical and organisational measures to guarantee the security of the processing.
- d. Not share the data with third parties, unless it has the express authorisation of the data controller, in the following legally admissible circumstances: The processor may disclose the data to other processors for the same controller, according to the controller's instructions. In this case, the controller will identify, in advance and in writing, the company or body to which the data must be disclosed, the data to be disclosed and the security measures to be applied in making the disclosure.
- e. Not subcontract the services that form part of the purpose of this contract where they involve processing of personal data, except for the ancillary services necessary for the normal operation of the data processor's services. If it were necessary to subcontract any processing, this fact must be notified in advance and in writing to the data controller.
- f. Maintain the duty of secrecy with respect to personal data to which it has had access as part of this assignment, including after the purpose ends.
- g. Guarantee that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which it must appropriately inform them.
- h. Guarantee the necessary training regarding personal data protection for the persons authorised to process personal data.
- i. Assist the data controller to respond to the exercise of the rights of: Access, rectification, deletion and opposition; Limitation of processing; Data portability; Not to be the subject of automated individualised decisions (including profiling). When the data subjects exercise some of the aforementioned rights before the processor, the processor must inform the controller, along with any other information that may be useful for dealing with the request.
- j. When collecting the data, the data processor shall provide information on the data processing to be carried out, but the data controller shall also comply with its data protection obligations in relation to the information provided on its web domain.
- k. The data processor shall notify the data controller regarding breaches of the security of personal data under its control of which it is aware, together with all relevant information for the documentation and communication of the incident. Notification will not be necessary when it is unlikely that said security breach constitutes a risk to the rights and freedoms of natural persons.
- l. Support the data controller in carrying out the impact assessments regarding data protection; as well as support the data controller in carrying out prior consultations with the supervisory authority, where appropriate.
- m. Make available to the data controller all the information necessary to prove compliance with its obligations, as well as having a designated Data Protection Officer.
- n. Destroy the personal data and, where appropriate, the media storing them, once the service has been fulfilled. However, the data processor may keep a copy, with the data duly blocked, for as long as any responsibilities may continue to be derived from the execution of the provision.

6. DATA CONTROLLER'S OBLIGATIONS

The data controller is responsible for:

- a) Providing the data processor with such data as may be necessary for the provision of the processing service.
- b) Making prior consultations as necessary.
- c) Fulfilling all the obligations established by the GDPR with respect to the data controller.
- d) Ensuring compliance with the GDPR by the data processor, in advance and throughout processing.
- e) Supervising the processing.