

# CityScan and TourMakers

## Terms and Conditions

### Privacy Policies and treatment of personal data

### Cookies use policy

Thank you for your interest in CityScan and TourMakers, the platform to create, publish, sell and enjoy unique tourist experiences in a virtual and face-to-face way. We appreciate your interest in our services and we welcome you. You are entering into a binding contract with the legal person specified at the end of this document. Please read these terms and conditions of use carefully so that you understand the purpose, scope of the website and related applications and rules on the access and management of it. By using and / or accessing any section of the CityScan mobile application and / or website, services operated by Info Projects SAS, it is considered that you, hereinafter referred to in the document as "User", are obliged to comply with ( i) these terms and conditions, (ii) our privacy and personal data processing policy and (iii) our cookies policy. It is understood that the user has accepted and understood all the terms and conditions, privacy and cookie policy from the moment they enter and register on the CityScan website or related applications, referred here generically as CityScan. Carefully read all the general conditions, if you decide not to accept them, do not enter the mobile application or its website.

## TERMS AND CONDITIONS

### Purpose of the service

The user knows that the CityScan platform provides a private service that allows creator users (TourMakers) to create, publish and sell content related to places and tours and allows search users (TourFinders) to search, identify and enjoy the contents of the places and tours available. For the search and identification of places and tours, the application uses the position, orientation and display of information related to places or tours georeferenced, registered, classified and located in a defined spatial radius. The user knows that CityScan uses augmented reality (AR) technology and a georeferencing system (GPS). In addition, the user knows that the service provided by CityScan is carried out through the mobile applications and / or website owned by the service provider. CityScan will be responsible for the quality, relevance and assertiveness of its services.

### Service access requirements

You may access and use this website or related applications (Site / Apps) if you are of legal age in accordance with applicable laws. Additionally, the user declares that they have the physical and mental capacity to access the service. If you are not of legal age or do not have the legal authorizations and capacity required to access and use this service, Site / Apps, please refrain from using CityScan.

## Autonomous account management

CityScan allows all its users to choose their username and password. Customers must keep such information in the strictest confidentiality, since they are responsible for the operations carried out within their CityScan account. If at any time, the user considers that a third party knows his username and / or password, the customer must change them immediately through the website or mobile application. In case you forget part or all of your combination, please contact us. If the user misplaces, forgets, loses or shares their username and / or password with a third party or is unable to access the Site / Apps or any of the Services for a reason other than a CityScan error, CityScan will not be nor will be responsible for any claim regarding that Account.

## Conditions of sale of content for TourMakers

TourMakers, or users who create tourist content for places or creators of complete tours (tourist routes) with the CityScan platform, acknowledge that they are the authors and owners of the rights to these content and publish them on the platform under their sole responsibility. The prices assigned to the experiences and contents are the exclusive responsibility of the TourMaker, although CityScan offers general guides to improve the possibility of sale of these for the benefit of all parties. These prices may not be lower than the cost of the transaction corresponding to the publication and sale and CityScan will update these limits that the TourMaker may review on the platform prior to assigning the sale price of the Tour. The duration and size of the contents will be limited to the capabilities of the platform, which will be gradually expanded as technologies and costs allow. The quality of publishable content is the responsibility of the TourMaker, although CityScan offers general guidelines for improving it. In any case, CityScan reserves the right of publication and may at its sole discretion disassemble any content it deems inappropriate without being entitled to any type of claim by the TourMaker. CityScan will charge TourMaker the 25% fee for each sale of the content created by it that is made with the platform. CityScan will reimburse the TourMaker 100% of the first 3 sales discounted the applicable taxes as an incentive to start the operation of the TourMaker with CityScan. Refunds will be made directly to the account registered and validated by the TourMaker on the platform prior to the publication and activation of any content. These reimbursements will be made periodically, monthly during the first six months of operation with the TourMaker and this frequency may be reduced to a weekly frequency after this period.

## Content purchase conditions for TourFinders.

TourFinders can use the CityScan platform (Site / Apps) to purchase the right to use unique tourist experiences at the prices published on the platform and which include all applicable taxes, through established and approved means of payment. These rights to use purchased experiences give you unlimited personal or family access to them as long as they remain users of the CityScan platform. The TourFinder can request a refund of the value paid for the right to use the experience in the first... days of the effective day of purchase without giving any explanation, although optionally CityScan welcomes all the feedback information that helps us to provide a better service. It is not allowed for any TourMaker or TourFinder user to extract, copy, publish or sell by any means the experiences or content obtained or purchased for their personal and family use from the platform.

## Cancellation and / or suspension of account

CityScan reserves the right, at any time and at its sole discretion, to i) refuse to open an Account and / or close or suspend an existing Account without having to provide explanations in this regard; ii) transfer or license, without prior notification, the data relating to the user to any legal entity, in any country, always guaranteeing that said data is transferred and managed in accordance with current legislation, data protection laws or other similar regulations. Likewise, CityScan reserves the right to iii) suspend and / or terminate a user's account if it considers that there are reasonable grounds to believe that an Account is used, has been used or may be used for illegal, fraudulent, dishonest, or if any provision of these Terms and Conditions has been violated

## Obligations of CityScan

CityScan is obliged and undertakes at all times and during the operation of the website and / or mobile application to: i) administer and manage the software, operations and programming for access to user registration accounts, ii) allow access to the different CityScan tools depending on the type of service that each user has chosen to use, iii) provide maintenance to the CityScan mobile application and / or website when they require it, iv) provide support and assistance to users about the use of all the utilities provided by CityScan.

## Use of the Website or Mobile Applications

Accessing and entering this Site / Apps implies that you have accepted that the use that you will make of this Site / Apps, its Contents and the information contained therein, will have legitimate and legal purposes, and will be done in compliance with these terms. and conditions and any and all applicable laws. Among other considerations, you agree that you will not use this Site / Apps, its Contents or the information contained in it, to: (a) transmit to third parties or in any way publish information that is false, harmful, hostile, abusive, irritating, problematic, threatening, devious, defamatory, vulgar, obscene, pornographic, unfounded, hateful or harmful, or for which the proper legal or contractual authorizations are not available; (b) cause harm to minors or promote or effect physical or material damage to any person or group of natural and legal persons, or to animals; (c) use the identity or personal information of persons (natural or legal) mentioned on the Site, for any purpose or purpose; (d) transmit or emit material that contains computer viruses or any other code, computer program or application intended to interrupt, destroy, restrict or impair the functionality of computers, computer programs, information systems, telecommunications networks or infrastructure and services from third parties; (e) intentionally or unintentionally violate or breach any applicable national, local, state or international law, including but not limited to privacy and data protection standards; (f) collect, save and manage personal data about natural and legal persons without the corresponding authorization and in breach of applicable laws; (g) execute, plan, arm, structure or carry out practices or activities of a criminal nature; (h) infringe the intellectual property rights of CityScan or third parties, among other harmful conduct of third parties or applicable laws; i) alter, consolidate, modify, adapt, decompile, disassemble or reduce the content,

services, tools or utilities of CityScan unless otherwise agreed; j) infringe the good image and reputation of CityScan.

## Non-interference

The user is prohibited from any act, including the use of hardware and software, that has the object or effect of damage, interference, damage to the integrity, or the interception of the systems that support this Site / Apps, its operation. or the Contents. Acts that impose unreasonable or disproportionate loads on the network systems of the Site / Apps or any other network infrastructure that uses the Site / Apps are prohibited

## Duty to report errors

It is illegal to use and / or take advantage of the errors or vulnerabilities of the Site / Apps and / or any Software and / or Service provided by CityScan. If the user detects or realizes any error or vulnerability on the site i) will refrain from taking advantage of them in any way; ii) keep that error or vulnerability strictly confidential and must iii) notify CityScan of the error found by sending an email to the customer service address. Without prejudice to other resources available within the framework of the law or the principle of equity, if the user does not respect this clause, CityScan will be entitled to full compensation for all costs that may be due to error or vulnerability and damages resulting from the breach of this clause by the user.

## Links to Third Party Sites

Some of the Websites linked or linked to the Site / Apps are not operated, controlled or administered by CityScan, and CityScan is not responsible for the availability, content, policies, practices, security and goods and services stated or promoted on such Websites, including their privacy policies and terms and conditions of use. Any link made in the Site / Apps to third-party Websites does not constitute the sponsorship, support, protection, defense, guarantee, guardianship, endorsement or sponsorship by CityScan on the content, policies, information, services or practices of such Websites

## Information and content of third parties

The Site may reproduce or contain information from third parties who do not work for, nor are they linked in any way to CityScan. Therefore, CityScan is not in a position to verify the accuracy of such information

## No representations or warranties

The user of the Site / Apps acknowledges that the Site / Apps may not be available due to a number of factors, including, but not limited to, force majeure, unauthorized access, computer viruses, denial of service and other attacks, technical failures of the server, failures in the telecommunications infrastructure or discontinuity. CityScan expressly disclaims any express or implied warranty regarding the use of the Site / Apps and / or the availability, accessibility, security, performance, or error-free operation of the Site / Apps. CityScan denies and rejects any guarantee on the correction of defects that this Site /

Apps and its Contents may have, or on the absence of harmful or harmful technical or technological components. Additionally, the CityScan user knows and accepts that the accuracy of the location data will depend on the quality of the user's mobile device, geographic location, connectivity with GPS and the Internet. The availability of the operation of the site / Apps will depend on the device, its energy load level, its operational system, the connectivity to GPS or internet, the availability and access to the camera, the geographical location and the availability of the platform of the provider of hosting and execution services "in the cloud". Thus, the company will not be able to respond for a specific operation availability, but will only provide the service with the location ranges that are provided in the industry.

## No responsibility for claims or damages

As a user of the Site / Apps, you assume your own risk when accessing and using it, including the personal risk and that of its properties and those of third parties that may arise from knowing, using, sharing or downloading any Content or information provided on this Site / Apps or that is in any other way obtained by you through this Site / App. You, as a user of the Site / Apps, will be solely responsible for the damages that access to the Site / Apps may cause to the information and communication systems that you use to access it, including damages due to computer viruses. CityScan does not recognize or accept any responsibility for damages and / or losses to a user and / or a third party caused directly and / or indirectly due to failure of the CityScan central computer system or any of its components; delays, losses, errors or omissions derived from the failure of any telecommunications system or any other data transmission system and / or suspensions of the supply of the Services of our Site / Apps originated in technical or operational failures beyond our control, nor of those that escape our control such as power outages, computer attacks, equipment failures or computer programs, or in general due to force majeure events or acts of God. If the user's participation in the Services is interrupted by a failure in the telecommunications system or the user's computer system that prevents him / her from continuing to use the Services, CityScan will adopt all reasonable and possible measures to guarantee that its computer system allows the user resume your participation in the Services as it was at the time immediately prior to the interruption.

## Intellectual and industrial property rights

All content, elements and information on this Site / Apps, including all text, format, images, music, brands, logos, signs, trade names, sounds, graphics, videos, animation, and other materials of this Site (the "Contents") are owned by CityScan, its subsidiaries and affiliates and controllers, and those of third-party contractors, licensors or assignors that correspond. The contents created by TourMakers on the platform are their property. By publishing them on the platform, the TourMaker assigns the industrial rights of these contents exclusively and indefinitely to CityScan, while they are published for which it receives the remuneration established in the Conditions of sale of content. The TourMaker may suspend the publication of any content at any time, automatically suspending the transfer of exclusive industrial rights to that content in favor of CityScan. Some of the Contents are protected by industrial and intellectual property laws. Any unauthorized use of the Contents of the Site / Apps that violates the industrial property and intellectual property rights of CityScan or third parties, may imply the initiation of the corresponding legal actions by the holders of the rights. Access to or use of the Site / Apps does not imply in any way the

granting or denial of any license, concession or right to use any of the brands, names, logos, designs or Contents protected by the intellectual or industrial property rights of CityScan or any third party, as appropriate.

## Interpretation

If any section or apart of these terms and conditions cannot be applied or is invalid, in whole or in part, under any law, or is sentenced as such by judicial decision, said part will be interpreted in accordance with the applicable law. and its lack of applicability or invalidity will not make these terms and conditions in general and the remaining provisions or portions thereof unenforceable or invalid or ineffective in their entirety. In such event, the provisions will be changed and interpreted in such a way as to best achieve the objectives of such non-applicable or invalid provisions, within the limits of applicable law

## Modifications

These terms and conditions may change, therefore, CityScan reserves the right to modify, change or terminate these terms and conditions at any time and at its sole discretion, without the need to notify you in advance. CityScan advises you that it is your duty to visit this page regularly to be aware of changes. CityScan also reserves the right to terminate the Site / Apps or any portion thereof, at any time, in its sole discretion, and without the need to notify you personally

## Modifications by the user

No section of these terms and conditions may be unilaterally modified, deleted or added by the user of the Site / Apps

## Claims and litigation

If a user wishes to file a complaint or claim, he must do so before the CityScan Customer Service indicated in the section of the Site / App. The claim must clearly and unequivocally state the identity of the user and the reason for the claim. Likewise, the user must attach the documentary support that evidences the reason for the claim or complaint. CityScan will immediately study any claim submitted and forward it to the regulator if necessary. CityScan will respond to the claim and will communicate the decision to the user within 15 business days of filing the complaint.

## Executive Merit

In the event of non-compliance with any provision of these terms and conditions, this document provides executive merit in the development of the respective legal action.

## Scope of the Site and applicable law

CityScan will operate internationally, therefore, these terms and conditions will be interpreted and executed exclusively in accordance with the applicable regulations.

# CITYSCAN PRIVACY POLICY AND STATEMENT

CityScan may collect information about you when you use our mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us. The Services are provided by CityScan and this Privacy Statement applies to the information collected and used by us within the framework of the purpose indicated in the "Terms and Conditions" section.

## Scope and application

This Privacy Statement ("Statement") applies to people anywhere in the world who use our applications and our private service that allows passers-by users to identify the position, orientation and display of proprietary information from registered, classified geographic sites and located in a defined spatial radius. This Statement applies to information we obtain from, or about users who access our website and mobile applications. If you interact with the Services as a User, client or visitor of the website and its applications, the respective privacy statements will apply to your different interactions.

## Information gathering

We collect information that you provide directly to us, for example when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information may include: name, email, gender, phone number, postal address, profile photo, payment method, delivery notes, and other information that you choose to provide.

## Use of information

By entering, registering and using CityScan, the user expressly and unequivocally accepts the “Terms and Conditions”, the Privacy Policy and Statement set forth in this section and cookie policy. CityScan will store, collect, process and may share the user's personal data for the following purposes or for: i) legal and regulatory reasons; ii) for identification and / or authentication reasons; iii) for marketing purposes iv) to implement experimental machine learning processes. v) to provide, maintain and improve our Services, develop new functions, provide customer service to Users, develop security options, authenticate users and send product updates and administrative messages; vi) perform internal operations, such as preventing fraud and abuse of our Services; fix software bugs and performance problems; carry out data analysis, testing and research; and monitor and analyze usage and activity trends; vii) send you communications that we think will be of interest to you, including information about the products, services, promotions, news and events of CityScan and / or other companies that do business with us, and when permitted and in accordance with local laws applicable; viii) personalize and improve the Services, including providing or recommending features, content, social connections, referrals, and advertisements. We may transfer the information described in this Statement to, and process and store it in the United States and other countries, some of which may have less protective data



protection laws than the region in which you reside. When this is the case, we will take appropriate measures to protect your personal information in accordance with this Statement

## Place of processing of information and personal data

The user accepts that those responsible and in charge of the processing of their personal data are both CityScan and Amazon, a company with servers located in the United States and with an email [info@info-projects.com](mailto:info@info-projects.com). CityScan refrains from disclosing the user's personal data to legal or natural persons other than the previous company, except for the provisions in the section on the use of information

## Compliance with applicable regulations

CityScan complies with the Data Protection Law and other relevant regulations, legal provisions and / or similar instruments in force at the Place of Contract. All of the above in order to guarantee that the personal data of users, at all times i) are processed in accordance with the rights of the user in question in a fair and legitimate manner; ii) are obtained solely for a specific and legitimate purpose; iii) are adequate, relevant and not excessive for their purpose; iv) are stored in a secure manner; v) are not stored for longer than is necessary for their purpose; vi) are not transferred to jurisdictions that do not adhere to the directives mentioned here. CityScan will reveal the personal data, any other information and the records of any user when required to do so by a Competent Authority and / or in compliance with any legal provision included in current local legislation. For the purposes of fraud detection and control, the user accepts that CityScan has the right to provide their personal data to third parties, including, but not limited to, so-called service providers, Payment Solution Providers and Financial Institutions. Likewise, the user has the right to access their own personal data, correct them and / or eliminate incorrect and / or inappropriate data

## Rights of users and clients

Within the framework of the service provided by CityScan, we guarantee that the holders of the data and information that we process can at all times: i) know, update and rectify your personal data; ii) submit requests regarding the use they have given to your personal data. iii) revoke the authorization and / or request the deletion of the data when the principles, rights and guarantees in this Policy are not respected in the treatment. The request to delete the information and the revocation of the authorization will not proceed when the owner has a legal or contractual duty to remain in the database or when we have a legal or contractual duty to continue with the treatment. iv) Request access and free access to your personal data that have been processed.

## CityScan's duties regarding the processing of information and personal data

CityScan as responsible for the processing of information and personal data, undertakes to: i) guarantee the owner, at all times, the full and effective exercise of the right to habeas data, to consult and make claims about their information; ii) request and keep a copy of the respective authorization granted by the owner; iii) duly inform the owner about the purpose of collecting information and the rights that assist him by virtue of the authorization granted; iv) keep the information under the security conditions



necessary to prevent its adulteration, loss, consultation, use or unauthorized or fraudulent access; v) update the information, thus taking care of all the news regarding the owner's data. Additionally, all the necessary measures must be implemented so that the information is kept up-to-date; vi) rectify the information when it is incorrect and communicate the pertinent; vii) respect the security and privacy conditions of the owner's information; viii) process the queries and claims made under the terms in accordance with this Policy; ix) We will use the personal data of the owner only for those purposes for which we have been authorized and respecting in any case the current regulations of the different jurisdictions regarding the protection of personal data

## POLICY ON COOKIES, LABELS AND OTHER IDENTIFIERS

By accepting the terms and conditions of CityScan, its policy and privacy statement and by the very fact of using the Service, the user accepts that CityScan uses cookies to: i) identify the user's preferred language in order to select it automatically when it returns to the Website; ii) analyze the website traffic in order for CityScan to make the necessary improvements. Please note that the Website cannot be used without cookies. If you require additional information about CityScan's use of cookies, please write by email to customer service

Thank you for reading our Terms and Conditions, Privacy Policy and Policy on Cookies. We hope you enjoy and take advantage of the CityScan platform to create, publish, sell and enjoy unique tourist experiences in a virtual and face-to-face way.

### Service provider

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