General Terms and Conditions of PressPixx (BrandEcho S.L.)

These General Terms and Conditions ("Terms") govern all offers, agreements and services provided by PressPixx, the commercial brand of BrandEcho S.L. By entering into an Agreement with PressPixx, the Client accepts the applicability of these Terms.

Article 1 – Definitions
In these General Terms and Conditions, the following terms shall have the following meaning:
1.1 PressPixx (Brand name): "PressPixx" is the commercial brand and trading name under which BrandEcho S.L. offers its products and services.
1.2 BrandEcho S.L.: BrandEcho S.L., a Spanish limited liability company (sociedad limitada), with registered office at PASEO 4 PARCELA, OTR 269, 07140 SENCELLES - (ILLES BALEARS), registered with the Registro Mercantil of Palma de Mallorca, under CIF B21846183, duly represented by its managing directors.
1.3 Client: any natural person or legal entity acting in the course of its business or profession, that has entered into or wishes to enter into an agreement with PressPixx for the supply of products and/or services.
1.4 Parties: PressPixx and the Client jointly.
1.5 Products and Services: all products and/or services related to online marketing in the field of media, in the broadest sense of the word.
1.6 Agreement: any written agreement between PressPixx and the Client concerning the provision of Products and/or Services by PressPixx to the Client.
1.7 In Writing / Written: any communication made in writing, including communication by e-mail and other digital messages, provided that the identity of the sender and the authenticity of the communication are sufficiently established.

Article 2 – Applicability of the General Terms and Conditions
2.1 These General Terms and Conditions apply to all offers made, quotations issued, agreements concluded, services performed, (online) products delivered and any other acts carried out by PressPixx. These General Terms and Conditions also apply to any follow-up agreements or additional work resulting from an Agreement. Deviations from these General Terms and Conditions shall only be valid if and insofar as expressly agreed in Writing between the Parties.
2.2 The applicability of any general terms and conditions (such as purchasing or delivery conditions) of the Client is expressly rejected. Any terms and conditions conflicting with these General Terms and Conditions shall not be accepted by PressPixx.
2.3 In the event of a conflict between these General Terms and Conditions and specific provisions agreed upon in an Agreement, the provisions of the Agreement shall prevail.
2.4 The most recent version of PressPixx's General Terms and Conditions shall apply. PressPixx may at any time, without prior notice and without having to state reasons, unilaterally amend or supplement these General Terms and Conditions. Amendments shall also apply to Agreements already concluded. No rights may be derived by the Client from any arrangements deviating from these General Terms and Conditions. PressPixx shall inform the Client in Writing of any changes to the General Terms and Conditions.
2.5 Amendments to the General Terms and Conditions shall take effect on the day following the date on which the Client has been informed of the amended terms. The Client shall be deemed to have accepted the amended terms.

2.6 If one or more provisions of these General Terms and Conditions are at any time declared null and void, annulled, or otherwise invalid, the remaining provisions of these General Terms and Conditions shall remain fully applicable. The Parties shall consult each other in order to agree on a new provision to replace the null, void, or invalid provision, taking into account as far as possible the purpose and intent of the original provision.
2.7 If PressPixx, at its own discretion, deviates from these General Terms and Conditions in favor of the Client, this shall never create any rights for the Client to claim similar deviations in the future.

Article 3 – Offers and Quotations
3.1 All offers made by PressPixx are without obligation, unless an acceptance period is expressly stated. PressPixx shall be entitled to revoke any offer within five (5) days after receipt of the Client's acceptance.
3.2 Offers and/or quotations shall be made in Writing by PressPixx, unless urgent circumstances make this impossible.
3.3 An offer and/or quotation is based on the data and information provided by the Client. If, after the offer and/or quotation has been made, it appears that the information provided deviates from the actual circumstances, PressPixx shall be entitled to adjust the relevant prices and other terms accordingly. No rights can be derived from an offer made by PressPixx under such circumstances. PressPixx shall not be obliged to verify the accuracy of the information provided by the Client or by third parties.
3.4 Offers and/or quotations are always valid as a whole.
3.5 PressPixx cannot be held to any offer or quotation if the Client knew, or reasonably should have known, that the offer or quotation, or any part thereof, contained an obvious mistake, error, misprint or typographical error.
3.6 No rights may be derived from models, designs, or images shown.
3.7 Offers shall not automatically apply to future assignments or repeat orders.

Article 4 – Formation of the Agreement
4.1 The Agreement is concluded once the Client has accepted the offer made by PressPixx.
4.2 If the Client's acceptance deviates from the offer made by PressPixx, whether or not in minor respects, the Agreement shall only be concluded once PressPixx has expressly confirmed such deviation(s) in Writing.
4.3 If the Client issues an order to PressPixx without a prior offer, PressPixx shall only be bound by such order once it has confirmed it in Writing to the Client.
4.4 Agreements shall only be binding on PressPixx once confirmed in Writing by PressPixx, or once PressPixx has commenced performance without objection from the Client.
4.5 Amendments to the Agreement shall only be valid if and insofar as they have been agreed upon in Writing between the Parties. Amendments may result in PressPixx exceeding agreed deadlines, which shall be considered a case of Force Majeure.
4.6 If during the performance of the Agreement it becomes apparent that proper execution requires an amendment or addition to the Agreement, PressPixx shall inform the Client as soon as possible. The Parties shall then, in a timely manner and by mutual consultation, proceed to amend the Agreement.

Article 5 – Obligations of the Client
5.1 The Client shall provide PressPixx, in a timely manner, in the required form and in the required manner, with all information, images, data and files which, in the opinion of PressPixx, are necessary for the correct, complete, safe and uninterrupted performance of the Agreement. If such information, images, data and/or files are not provided to PressPixx on time, in the required

form or in the required manner, PressPixx shall be entitled to suspend performance of the Agreement and to charge the Client for any (additional) costs resulting from the delay.
5.2 The Client may expect high standards of service from PressPixx, but the Client guarantees the accuracy, completeness and reliability of the information, images, data and/or files provided to PressPixx, whether directly by the Client or indirectly through third parties. The Client shall at all times remain solely responsible and liable for any consequences resulting from the provision of inaccurate, incomplete or unreliable information, images, data and/or files.
5.3 The Client shall be obliged to inform PressPixx as soon as possible of all facts and circumstances that may be relevant to the conclusion and further performance of the Agreement.
5.4 The Client shall be solely responsible for the safe and proper storage and retention of digital files and/or data. PressPixx shall not be liable for lost digital files or for hacking of such files.
5.5 The Client shall be solely responsible for the proper use of the Services and/or Products and for respecting the intellectual property rights of PressPixx and/or any third parties involved in the performance of the Agreement, including but not limited to respecting the rights of the author under copyright law.
5.6 The Client shall be obliged to adequately secure its systems, software and equipment and to maintain such adequate security at all times.

Article 6 – Performance of the Agreement
6.1 PressPixx shall determine the manner in which and by whom the Agreement shall be performed.
6.2 PressPixx shall perform its Services to the best of its knowledge and ability, applying due care and professional skill. The obligations of PressPixx shall be obligations of best efforts, not of result. PressPixx shall therefore not be liable for disappointing results and/or the failure to achieve intended objectives arising from the Services already performed.
6.3 PressPixx shall make reasonable efforts to secure the data it stores for the Client against unauthorized access.
6.4 PressPixx shall take appropriate security measures. Such security shall correspond to a level that, taking into account the state of the art, implementation costs, the nature, scope and context of the information to be secured known to PressPixx, the purposes and normal use of its Services, and the likelihood and seriousness of foreseeable risks, is not unreasonable. PressPixx does not guarantee that the security will be effective under all circumstances.
6.5 PressPixx shall be entitled, without prior notice to or explicit consent from the Client, to have the agreed Services performed (in whole or in part) by third parties, if PressPixx deems this desirable.
6.6 If a period has been agreed or indicated for the performance of the assignment or the delivery of certain items, such period shall be indicative only and shall never be regarded as a strict deadline. Exceeding such period shall not constitute an attributable failure on the part of PressPixx and shall not be grounds for termination of the Agreement.
6.7 PressPixx reserves the right to use the Client's name, the project and the Services performed as a reference or example for commercial purposes, without any compensation being due to the Client.
6.8 If and insofar as the Agreement between the Parties is a continuing performance agreement, it shall be entered into for the agreed term, failing which a term of one (1) year shall apply. The Client shall not be entitled to any refund of payments if the Agreement is terminated by the Client within the agreed term.
6.9 An Agreement for a fixed term shall be tacitly renewed for the duration of the originally agreed term, with a maximum of one (1) year, unless the Client terminates the Agreement in Writing subject to one (1) month's notice prior to the end of the relevant period.

Article 7 – Pressroom Registration
7.1 Brands and members of the press may register for the Pressroom of PressPixx. Registration takes place by means of a self-chosen username and e-mail address. Within the Pressroom, brands may add high-resolution images, brand information, website URLs and contact details for use by the press.
7.2 Members of the press may register for the Pressroom of PressPixx free of charge, using the registration method described above. Within the Pressroom, press content may be viewed and downloaded for PR purposes.

Article 8 – Prices and Fees
8.1 All prices and fees applied by PressPixx are in euros, exclusive of VAT and other costs, such as other government levies, administrative, travel, accommodation and shipping expenses, and costs of third parties, unless stated otherwise or otherwise agreed.
8.2 If, after the conclusion of the Agreement, cost-increasing circumstances occur – such as increases in raw material prices, wages, exchange rates, import duties or inflation – PressPixx shall be entitled to increase its fees in line with such price increases. PressPixx shall inform the Client thereof as soon as possible.
8.3 If PressPixx has agreed a fixed fee with the Client, PressPixx shall nevertheless be entitled to increase such fee if, during the performance of the Agreement, it appears that the originally agreed or expected amount of work was underestimated at the time of conclusion of the Agreement, and such underestimation is not attributable to PressPixx, so that it would be unreasonable to expect PressPixx to perform the agreed Services at the originally agreed fee.
8.4 PressPixx reserves the right to adjust its prices in the interim if it deems this necessary. If the prices of Services and/or Products increase after the conclusion of the Agreement, the Client shall be entitled to cancel the Agreement as from the date the price increase takes effect, subject to the provisions of this Article. Price increases resulting from legislation or regulations are excluded. In case of termination, the Client shall at all times be obliged to pay for the portion of the Services already performed and the costs already incurred by PressPixx. PressPixx shall in such case not be obliged to pay any compensation for damages.

Article 9 – Invoicing, Payment and Collection
9.1 The Client may only use the payment methods offered by PressPixx. Payment of subscriptions for the Pressroom shall be made monthly by direct debit. PressPixx applies the following conditions regarding direct debit: invoices are issued two (2) weeks prior to the provision of the Service; the direct debit order is executed in accordance with the guidelines for the SEPA Core Direct Debit scheme; the invoice amount is collected automatically two (2) business days later. If the collection fails, a second attempt will be made after ten (10) business days. If this attempt also fails, the Client will be informed and requested to transfer the outstanding amount manually. In case of a failed direct debit, or if the Client chooses to pay manually, the outstanding amount must be paid within five (5) business days after the debit date.
9.2 Where payment is made by direct debit, the Client hereby gives its explicit authorisation for automatic collection by means of an e-mandate at the time of payment of the first month.
9.3 PressPixx reserves the right at all times to require full prepayment or any other form of security for payment from the Client.
9.4 Objections to an invoice shall not suspend the Client's payment obligation.
9.5 Payment shall be made without deduction, set-off or suspension on any grounds whatsoever.

9.6 In the event of late or incomplete payment, PressPixx shall be entitled to suspend performance of the Agreement with immediate effect or to terminate the Agreement by Written notice.
9.7 In the event of late or incomplete payment, the Client shall be in default by operation of law, and PressPixx shall, without further notice of default being required, be entitled to charge the statutory commercial interest on the outstanding amount from the due date until the date of full payment.
9.8 In the event of late or incomplete payment by the Client, PressPixx shall, without prior notice of default being required, be entitled to charge the Client extrajudicial collection costs in the amount of fifteen percent (15%) of the total amount due, with a minimum of EUR 150. This also applies insofar as the actual costs exceed the judicial cost award. This shall apply unless mandatory provisions of law provide otherwise.
9.9 Payments made by the Client shall first be applied to all interest and costs due, and subsequently to the oldest outstanding invoices.
9.10 In the case of an assignment given jointly, the Clients shall be jointly and severally liable for payment of the invoice amount, insofar as the work has been performed for the joint Clients, regardless of the addressee stated on the invoice.

Article 10 – Insolvency / Inability to Pay
10.1 PressPixx shall be entitled to terminate the Agreement in Writing, without prior notice of default and without judicial intervention, at the time the Client:

- is declared bankrupt or files for bankruptcy;
- applies for (provisional) suspension of payments;
- is subject to enforcement measures or seizure of assets;
- is placed under guardianship or administration;
- otherwise loses the power of disposal or legal capacity with respect to (part of) its assets.

Article 11 – Suspension and Termination
11.1 PressPixx shall be entitled to suspend the performance of its obligations until all due claims against the Client have been fully settled, if (1) the Client fails to comply, or fails to fully comply, with its obligations under the Agreement; or (2) PressPixx becomes aware of circumstances giving it good reason to fear that the Client will not be able to properly fulfil its obligations; or (3) at the conclusion of the Agreement the Client was requested to provide security for the fulfilment of its obligations under the Agreement and such security has not been provided.
11.2 PressPixx shall also be entitled to terminate the Agreement in the situations referred to in the first paragraph of this Article, or if other circumstances arise of such a nature that performance of the Agreement is impossible or can no longer reasonably be expected.
11.3 Termination shall take place by Written notice and without judicial intervention.
11.4 If the Agreement is terminated, all claims of PressPixx against the Client shall become immediately due and payable.
11.5 PressPixx reserves the right to claim damages and shall not be liable for any damage or costs incurred by the Client or third parties.

Article 12 – Termination of the Agreement and Cancellation
12.1 The Agreement between the Parties shall terminate upon the liquidation or dissolution of PressPixx (BrandEcho S.L.) or, if the Client is a sole proprietorship, upon the death of the Client.
12.2 In the event of liquidation or dissolution of PressPixx (BrandEcho S.L.), PressPixx shall not be obliged to complete any work in progress, even if the business of PressPixx is continued in any form.

12.3 If the Client wishes to cancel or terminate the Agreement with PressPixx, the Client shall not be entitled to any refund. In the event of cancellation or termination after the conclusion of the Agreement, the Client shall be obliged to pay the full agreed amount.
12.4 In all cases the Client shall, in addition to the cancellation costs, also pay the costs of third parties.
12.5 If PressPixx is required to postpone performance of the Agreement due to illness of key personnel or other emergencies, this shall constitute a case of Force Majeure.
12.6 PressPixx shall be entitled to terminate the Agreement at any time without being obliged to pay any compensation for damages. In such case, the Client shall be obliged to pay for the Services/Products delivered up to that point.
12.7 The Client shall be liable towards third parties for the consequences of cancellation and shall indemnify PressPixx against any claims from such third parties arising therefrom.
12.8 PressPixx shall be entitled to set off any amounts already paid by the Client against the cancellation costs owed by the Client.

Article 13 – Force Majeure
13.1 If the performance of the Agreement becomes impossible due to a cause not attributable to PressPixx or due to circumstances that cannot reasonably be expected from PressPixx, including but not limited to illness of key personnel or engaged third parties, failures in the computer network or other technical failures, shortcomings of suppliers of PressPixx or of third parties engaged by PressPixx, pandemics or epidemics, government measures, and other disruptions in the normal course of business within its company, PressPixx shall be entitled to suspend the performance of the Agreement.
13.2 For the purposes of these General Terms and Conditions, Force Majeure shall mean any circumstance not attributable to fault of PressPixx, and which, under law, legal act or generally accepted practice, cannot be borne by PressPixx. In addition to this statutory and case law-based interpretation, Force Majeure shall also include all external causes, whether foreseen or unforeseen, beyond the control of PressPixx, as a result of which PressPixx is unable to fulfil its obligations.
13.3 In the event of Force Majeure, PressPixx shall make reasonable efforts, if so desired, to provide an alternative solution.
13.4 If the Force Majeure situation occurs at a time when PressPixx has already partially fulfilled its obligations or is able to fulfil them, PressPixx shall be entitled to invoice the part already performed or to be performed. The Client shall be obliged to pay this invoice as if it were a separate Agreement.
13.5 If the Force Majeure situation has lasted for at least two (2) months, or is of a permanent nature, either Party shall be entitled to terminate the Agreement (in whole or in part) by Written notice, without judicial intervention and without either Party being entitled to claim any compensation for damages.

Article 14 – Liability and Indemnification
14.1 If the Client demonstrates that it has suffered damage as a result of an attributable failure by PressPixx arising from or related to the performance of the Agreement, PressPixx's liability shall be limited exclusively to direct damages and to the amount paid out under PressPixx's liability insurance. In the absence of (full) payment by the insurer, liability shall be limited to the (portion of the) invoice amount to which the liability relates, with a maximum of the total agreed amount.
14.2 PressPixx shall only be liable for direct damages. Direct damages shall exclusively mean:

- the reasonable costs incurred to determine the cause and extent of the damage, insofar as such determination relates to damage within the meaning of this Article (expert costs);

- the reasonable costs incurred to remedy the defective performance of PressPixx so that it conforms to the Agreement, insofar as such costs are attributable to PressPixx (repair costs);
- the reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that such costs have resulted in a limitation of direct damage as referred to in this Article.

14.3 Liability of PressPixx for indirect damages, including but not limited to consequential damages, loss of profit, lost savings, corrupted or lost data or materials, hacking, immaterial damages, personal injury, or business interruption, is excluded.
14.4 PressPixx shall in no event be liable for damages of any kind resulting from:

- a Force Majeure situation as defined in these General Terms and Conditions, such as illness, failures in equipment or software, unavailability of online environments or digital products and/or services;
- provision of incorrect and/or incomplete information by or on behalf of the Client, or otherwise failure to comply with the Client's obligations under these General Terms and Conditions;
- use of the Services for purposes other than those intended;
- failure or incorrect implementation of advice and/or instructions from PressPixx by the Client or third parties;
- errors or failures in equipment, software and/or any blockages (and their consequences) in online environments;
- a longer execution or delivery period than originally foreseen, regardless of the reason;
- infringement of intellectual property and/or privacy rights due to unauthorized access by third parties to the information and/or data of PressPixx and/or the Client;
- infringement of intellectual property rights caused by the Client's violation of third-party intellectual property rights;
- disappointing results and/or failure to achieve the Client's intended objectives;
- errors and/or shortcomings of third parties engaged.

14.5 Any claim for damages by the Client must be submitted to PressPixx no later than fourteen (14) days after the Client has discovered or could reasonably have discovered the damage. Failing such timely submission, the right to claim damages shall lapse. In deviation from statutory limitation periods, any claim by the Client against PressPixx shall lapse one (1) year after its occurrence.
14.6 PressPixx shall at all times be entitled, where and insofar as possible, to undo or limit the Client's damage by repair or improvement of the Services.
14.7 PressPixx shall in no event be liable for any damage suffered by third parties. The Client shall indemnify and hold PressPixx harmless from all claims by third parties for damages arising from or related to the performance of the Agreement.
14.8 PressPixx shall in no event be liable for damages caused by third parties engaged by PressPixx. In such case, the Client must address such third party directly.
14.9 The provisions of this Article shall apply except in cases of wilful misconduct (dolus) or gross negligence (culpa grave) by PressPixx or its executive management, or where mandatory statutory provisions provide otherwise.

Article 15 – Intellectual Property Rights
15.1 All Intellectual Property Rights in images, documents and materials provided by the Client to PressPixx in the context of the performance of the Agreement (brand content of brands within the Pressroom) shall at all times remain with the Client. The Client grants PressPixx an unlimited, non-exclusive, worldwide and sublicensable licence to use the provided materials for the

marketing purposes as discussed between the Parties for the performance of the Agreement (use of brand content in the Pressroom for the benefit of the press).
15.2 The Intellectual Property Rights held by PressPixx at the time of entering into the Agreement shall remain with PressPixx.
15.3 The press shall, after fulfilling all obligations arising from the Agreement, obtain an unlimited, worldwide, non-exclusive and non-transferable licence to use the copyrights (in accordance with copyright law) to all images and materials displayed within the Pressroom for PR purposes.
15.4 PressPixx shall retain the right to use the knowledge acquired as a result of the performance of the Services for other purposes, insofar as no confidential information is disclosed to third parties.
15.5 The content of the PressPixx website, including but not limited to texts, images, design, publications, trademarks and domain names, is the property of PressPixx or its licensors and is protected by Intellectual Property Rights, including copyright. Users of the website are expressly prohibited from reproducing, processing, exploiting or otherwise disclosing (any part of) the website, information on the website or other material displayed on the website without prior permission from PressPixx.
15.6 PressPixx shall be entitled to sign and/or use everything created by PressPixx for the promotion of its own organisation and services.
15.7 After termination of the Agreement, neither the Client nor PressPixx shall have any obligation to retain the information, data, documents and/or materials used, except where a statutory retention obligation applies.
15.8 The Client shall indemnify and hold PressPixx harmless against any claim by third parties based on infringement of any Intellectual Property Rights.
15.9 In the event of a breach of these intellectual property provisions, PressPixx shall be entitled to charge the Client a penalty of EUR 2,000 per infringing event, plus EUR 100 for each day the infringement continues, up to a maximum of EUR 20,000. This shall be without prejudice to PressPixx's right to recover full damages suffered by PressPixx and third parties if the total amount of damages exceeds the penalty amount.

Article 16 – Confidentiality and Processing of Personal Data
16.1 When either Party becomes aware of data of the other Party which it knows, or could reasonably be expected to know, to be of a confidential nature, such Party shall not disclose such data to any third party in any way. An exception applies where disclosure is required by law or regulation, where one Party has released the other from confidentiality, or where disclosure is necessary for the proper performance of the Agreement.
16.2 The Party receiving confidential data shall only use such data for the purpose for which it was provided. Data shall in any event be considered confidential if one of the Parties has designated it as such, or if this follows from the nature of the information.
16.3 PressPixx may only use the Client's personal data within the context of the performance of the Agreement, the handling of a complaint, or for commercial purposes, provided the Client has given consent where required by law. PressPixx is not permitted to lend, rent, sell, or otherwise disclose the Client's personal data.
16.4 PressPixx processes personal data in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the Spanish Data Protection Act (Ley Orgánica de Protección de Datos Personales y garantía de los derechos digitales – LOPDGDD). The Client's personal data processed by PressPixx, including contact details, company data and financial data, shall be stored in a secure database. Such data shall be processed on the legal basis of performance of the Agreement. Any personal data shall be provided by the Client with its consent, and also processed with the Client's consent where required. Further information on the

processing of the Client's personal data by PressPixx is provided in the PressPixx Privacy Policy, available on www.presspixx.com.

Article 17 – Complaints

17.1 Complaints regarding the delivered (online) Products, the Services performed and/or the invoice amount must be submitted in Writing to PressPixx within fourteen (14) days after performance, delivery or invoice date, or within fourteen (14) days after discovery of the defect, provided that the Client demonstrates that it could not reasonably have discovered the defect earlier. Complaints may be submitted by e-mail to info@presspixx.com.
17.2 Complaints shall not suspend the Client's payment obligation.
17.3 Any notice of default regarding a shortcoming by PressPixx must describe the shortcoming in as much detail as possible. Complaints submitted after the aforementioned term shall no longer be processed. All consequences of not reporting immediately shall be borne by the Client.
17.4 PressPixx must be given the opportunity to investigate the complaint and shall at all times have the right to remedy the performance of the Agreement. In the event of a justified complaint, PressPixx shall consult with the Client to reach an appropriate solution.
17.5 The Client shall never be entitled to a full refund of the agreed or paid amount. Any price reduction shall at all times be at the sole discretion of PressPixx.

Article 18 – Applicable Law and Jurisdiction

18.1 All Agreements between PressPixx and the Client, as well as any disputes arising therefrom, shall be governed exclusively by Spanish law.
18.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international conventions or regulations that could apply by default is expressly excluded.
18.3 The courts of Palma de Mallorca (Illes Balears, Spain) shall have exclusive jurisdiction to hear any disputes between the Parties.