

TERMS AND CONDITIONS

1.- IDENTIFICATION

Holder: SHOTL TRANSPORTATION, S.L. (hereinafter referred to as "**SHOTL**")

Registered office: Carrer Jesús Serra Santamans, Sant Cugat del Vallès, 08174 (Barcelona), Spain.

Tax Identification Number: B-66974718

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E-mail: hello@shotl.com

2.- PURPOSE

These Terms and Conditions regulate the use of the SHOTL application (hereinafter, the "**App**"),

By accessing and using this App you acknowledge that you have read and accept these Terms and Conditions and agree to comply with them, as they establish the contractual relationship between you and SHOTL.

SHOTL reserves the right to modify these Terms and Conditions at any time, as well as any other general or particular terms that may apply. The modifications made shall in no case affect the services that have been performed prior to the approval of said modifications, which shall in any case be governed by the Terms and Conditions in force at the time of performing said services. You will be deemed to have consented to any changes to the Terms and Conditions if you access our App after such changes have been made. In the event of material changes to the Terms and Conditions, the User will be expressly informed in order to accept or reject them. In the event that you reject them, you will no longer be able to use the App.

It is the User's responsibility to be aware of the Terms and Conditions in force at the time of commencement of the purchase process as defined in clause 8 of these Terms and Conditions. Likewise, SHOTL reserves the right to suspend, interrupt or stop operating the App at any time.

In any case, in order to be able to contract with SHOTL, the User must have the necessary legal capacity to enter into contracts, in accordance with the minimum age and other legal requirements required by the regulations of each territory applicable to the contracting by each User. However, in the case of contracting by a minor, in accordance with the provisions of the applicable regulations in each case, it shall be presumed that said contracting has been carried out with the prior and express authorisation of their parents, guardians or legal representatives, without prejudice to the fact that SHOTL reserves the right to carry out as many verifications as it deems appropriate in this regard.

The electronic document formalising the contract regulating the commercial relationship between SHOTL and each of the User's shall be filed by SHOTL and may be consulted through our App, after authentication with your Username and password or the means established in each case. This hard copy may also be requested from the

Customer Service Department (hello@shotl.com) provided for in these Terms and Conditions.

Depending on the geographical area in which the User is located, the service may be provided by a third party. In this case, SHOTL shall make available to Users the specific terms and conditions governing the contracting of the service with such third parties for acceptance by Users. SHOTL assumes no responsibility for what is established in each case in the specific terms and conditions of the third parties, and it is the sole responsibility of the Users to consult them before contracting the corresponding service.

3.- USER REGISTRATION

In order to facilitate the electronic purchase of the services offered through the SHOTL App and to avoid having to ask Users for the same data each time they make a new purchase, it is necessary to register as a User of the App.

A User shall be understood to be a person who enters the App to create an account and request the services offered (hereinafter, the "**User**"). At the end of the registration process, the App will confirm that the process has been completed correctly. User registration may be carried out at any time and only once, being free of charge and not subject to any condition or consideration whatsoever.

The User will be able to access the registered PROFILE section with their User name and password or the means that SHOTL enables in each case to authenticate User's. In their profile, the User will be able to find relevant information such as that relating to previous services.

To unsubscribe, the User must send an e-mail to the following address: hello@shotl.com. Unsubscribing as a User will entail the deletion of their personal data, as well as the impossibility of making online bookings and purchases of services in the future until they do not register again, in accordance with the provisions of the Privacy Policy <https://shotl.com/privacy-policy>.

4.- OPERATION OF THE APPLICATION

4.1.- Purpose of the service

Through the App, SHOTL provides the User with a transport service on urban routes in real time. It should be noted that SHOTL offers the possibility of contracting transport services in real time and booking services in advance, depending on the location.

The User indicates in the App the origin and destination of the journey as well as the number of people travelling with him/her. This is an urban transport system in a specific and delimited area shown in the same App, and the journeys cannot be inter-urban or long-distance.

SHOTL will propose to the User a pick-up and drop-off point, which will not necessarily coincide with the preferences indicated by the User, the most common proposal being places close to the User's preferences that fit with the service. An estimated pick-up and drop-off time will also be indicated, as well as the price to be charged for the

journey, if the App makes the charge in the area (hereinafter, the "**PROPOSAL**"). In the case of pre-booking, the day and time of collection will be indicated.

4.2.- Term of validity of the PROPOSAL

The User will be informed in the PROPOSAL of the limited time available to accept or reject (at no cost to the User) the said PROPOSAL. The PROPOSAL does not include any commitment regarding the service nor will it show the route that the vehicle will follow to take the User from the pick-up point to the drop-off point.

In the event that the period of validity of the PROPOSAL expires without a response from the User, it will be understood that the User rejects the same and the conditions of the PROPOSAL will cease to be valid.

4.3.- Modification of the Route

SHOTL is under no obligation to represent the route that the vehicle will follow to take customers from the pick-up point to the drop-off point, as this may be modified along the route.

Once the service has been contracted by means of acceptance of the proposal by the User, the User may not modify the route and the agreed pick-up and drop-off points at any time.

Likewise, once the User has been picked up ("picked up"), the User may not request the carrier to modify the route. However, the User may request to leave the vehicle at any time by informing the carrier, without being entitled to a full or partial refund of the amount of the service previously contracted. In any case, the carrier will facilitate the User's disembarkation as soon as possible, respecting in all cases the traffic regulations.

5.- USER OBLIGATIONS

5.1. Behaviour of the User

In the event that the User accepts the PROPOSAL, they commit to being at the pick-up point and at the time specified in the proposal. It is the responsibility of the USER to visually identify the vehicle that is going to pick them up.

Once inside the vehicle, the User may not alter the attention of the carrier under any circumstances while the vehicle is in motion.

The User must maintain a moderate tone of voice at all times so as not to cause discomfort to other passengers who may share the journey with the User and their companions.

In the event that the User is not present at the pick-up point and at the time specified, the carrier is released from the obligation to provide the agreed service.

5.2. Prohibited uses

The User shall be solely responsible for any illegal or unauthorised access or use of the App for financial or other reasons. Prohibited uses include, but are not limited to, the following:

- a. Disclosing, publishing, distributing or sharing images or photographs that include images or personal information of third parties without having obtained the required consent from their owners.
- b. Making use of the App and/or any of SHOTL's services in an unlawful manner or in any other manner that may undermine SHOTL's image, harm, overburden or damage the App, and/or endanger the physical safety or well-being of third parties.
- c. Create a false identity, provide and/or use false data in the User's account, make false representations, provide false information about yourself and/or other persons and your relationship with them.
- d. Register as a User in the name of another person or in any other manner involving the use of other people's identities and, in particular, identity theft.

6.- LIABILITY AND NON-COMPLIANCE

6.1.- Prior information

These Terms and Conditions are freely and freely available to all Users of the App.

Access to the contracting process is completely free of charge, with no additional associated costs, apart from the cost of the User having an Internet connection.

All the services are perfectly described, not including those issues that have not been expressly indicated in these Terms and Conditions or in the specific terms and conditions of the third parties that provide the service in accordance with that indicated in Clause 2 of these Terms and Conditions.

The contract between SHOTL and the User is understood to be perfected from the moment the User completes the contracting procedure by pressing the "**CONFIRM**" button, it being understood that the completion of all the phases of the electronic contracting procedure and the inclusion of all the data requested implies, together with the ticking of the corresponding box at the time the User registers, implies acceptance of both these Terms and Conditions and the specific terms and conditions of the third parties providing the service, which will be made available to the User prior to the completion of the contracting process, being a direct manifestation of the User's willingness to accept them.

6.2.- False information

The buyer is solely responsible for the origin, ownership, completeness, content, truthfulness and accuracy of the information and/or documentation provided through the SHOTL App.

Likewise, SHOTL shall not be liable for the falsity of the information relating to the permits of the carriers when acting as a technology licensee for the provision of the service.

6.3.- Service cancellation and withdrawal policy

The User may cancel the proposal before its collection is effective, without being entitled to a refund of the full amount for the service contracted.

In the event that the User cancels PROPOSALS that have already been accepted or repeatedly fails to show up at the collection point at the agreed time, SHOTL reserves the right to block access to the system and may terminate the USER's membership.

The User is informed that he/she does not have the right of withdrawal at the moment when the PROPOSAL has been accepted by the CARRIER, i.e. when the execution of the Service has begun.

6.4.- Limitation of liability of the intermediary

SHOTL shall not be liable for the total or partial breach of the obligations derived from these Terms and Conditions and/or contracting of the services by the User derived from the breach by third party carriers or for the delay in the performance of the same due to force majeure.

As referred to in clause 6.2, SHOTL acts solely as a technology licensee for the provision of transport services to the User by third party carriers. Therefore, it only provides the User with the necessary tools to be able to effectively book the journeys to be carried out by said third party carriers. SHOTL assumes no responsibility for what is established in each case in the specific terms and conditions of said third parties, and it is the sole responsibility of the User to consult them before contracting the corresponding service.

The User therefore exonerates SHOTL from any liability that may arise from the transport services provided by third party carriers.

SHOTL is not responsible for the security of the data entered in the third-party payment platform, nor for the processing of the same by the owner of the same in the payment process for the service.

Likewise, SHOTL shall not be liable for any damage and/or loss and/or loss of profits or lost profits caused to any third party due to the use of their bank details without their consent by any buyer who purchases the services through the SHOTL App.

6.5.- Force majeure

SHOTL does not undertake to strictly comply with the pick-up and drop-off times indicated in the proposal, as these may be prevented by external elements (unforeseeable changes in urban traffic, strikes, traffic accidents, etc.) or due to force majeure.

7.- APPLICABLE REGULATIONS

This electronic contract is concluded under Spanish law and specifically under the legal regime imposed by, among others, the regulations transposing Directive 2000/31/EC of the European Parliament and of the Council, of 8 June, on certain aspects of information society services, in particular, electronic commerce in the internal market (Directive on electronic commerce).

The entire contracting process shall be carried out in the language of the country in which SHOTL provides the service, unless it is possible that the User and SHOTL may agree to enter into the contract in another language.

The language of the contract shall be Spanish. These Terms and Conditions may be saved and reproduced at any time by the User who purchases a service using the options of their Internet browser and must be accepted at the time of registration in the App or in the event of an essential modification of the same.

8.- PURCHASE PROCESS

Once the User account has been created, it is hereby informed that in accordance with the requirements of the applicable regulations on Information Society Services and Electronic Commerce and, in particular, of the regulation transposing Directive 2000/31/EC of the European Parliament and of the Council, of 8 June, on certain aspects of information society services, in particular, electronic commerce in the internal market (Directive on electronic commerce). The Purchase Process will follow the following steps:

- i. Prerequisites: before starting the Purchase Process, you must be registered as a User, you must have identified yourself as a User on the App and you must have provided valid payment details through the App, if payment for the Services can be made with the App in the area.
- ii. Service selection: Navigate through our App and indicate the pick-up location, arrival location and number of passengers. Click on the "**Travel Now**" or "**Schedule Trip**" button each time you wish to add a SERVICE to the purchase.
- iii. Trip Scheduling: If the area allows scheduling the trip(s), you must select day(s) and time(s) of the trip(s). Click on the "**Request**" button and then verify the booking(s) on the next screen and "**Confirm booking**" to confirm the service.
- iv. Sending of the proposal by SHOTL: Once the User has indicated his/her preferences, as explained in sections 3.1 and 3.2, respectively, SHOTL will send a PROPOSAL for a specific period of time so that the User can decide whether to accept or reject it.
- v. Start of the purchase process: Once the PROPOSAL has been accepted, click on the "**Confirm**" button to start the purchase process.
- vi. Payment: In case the area/zone requires payment of the service through the App, the credit will be deducted from the amount in the same process. In case no credit is available, the system will redirect you for credit recharge.
- vii. Purchase confirmation: Once we receive your acceptance, SHOTL will issue an on-screen confirmation containing the following information:
 - Vehicle arrival time
 - Pick-up point
 - Image of the vehicle that will pick you up.

Throughout the purchase process, the User may consult these Terms and Conditions as well as the final price of the selected service. Once the contracting of the service has been confirmed, the User may not modify or cancel the order except in the cases foreseen by law or in the present Terms and Conditions.

9.- PRICE AND COSTS OF THE SERVICE

All final prices are quoted in local currency and include taxes. Through the bank details entered by the User in the payment platform, a deduction will be made for the final

amount of the service. The offers will be duly marked and identified, conveniently indicating the final price of the service, if applicable.

SHOTL acts only as a technology licensee, and therefore the User's payment, if any, will be made directly to the service provider, the third-party carrier.

Fees and taxes will be detailed at the end of the purchase process. Before accepting the price by clicking on the "**Confirm**" option, you will be able to find out the full final price of your journey, including, where applicable, the amount of any surcharges, discounts applied or other additional services.

As established in point I, SHOTL reserves the right to make any modifications it deems appropriate to the App at any time and without prior notice, including the daily update of the price scales. In any case, all these amounts will be shown to the User in a detailed manner during the contracting process.

10.- PAYMENT

10.1.- Means of payment

In the event that the zone allows Users to pay the price of the services through the App, they may do so by any means of payment available at that time in the App.

Payment for their journey is made in real time through the virtual POS once the details provided have been verified to be correct. Depending on the service area, payment may be made through the App and/or by means of a physical transaction between the User and the carrier.

The payment of financial amounts via the Internet will be made through the platform provided by an external financial institution, which in any case will be hosted on a website under SSL secure protocol. For identification purposes, please confirm that the web address of the page from which you are going to make the payment begins with <https://>.

In any case, the purchase will only be effective when SHOTL receives confirmation of payment from the bank that owns the secure payment gateway. If the transaction is refused for any reason, or the full amount corresponding to the amount of the order (including surcharges for processing costs and bank transfer fees) is not provided, the order will be suspended, informing the User that the transaction has not been finalised.

The SHOTL App redirects the User to the website of the payment platform, at the time of the purchase process in which the User enters his/her bank details to proceed with the payment of the journey. Under no circumstances will SHOTL be aware of the information relating to the payment details at the time of the purchase procedure, which are provided directly on the payment gateway (with security systems that prevent the interception, modification or falsification of the information). SHOTL cannot therefore be held liable for any fraudulent or improper use of these payment details by third parties.

10.2. Invoice

SHOTL shall send the purchase receipt by e-mail to the address provided by the User in the payment tab, which shall contain all the information relating to the services contracted, their unit price, applicable taxes, as well as the total price of the purchase.

The User will be able to access his/her order history through the control panel of his/her account, as well as the invoice corresponding to each of them.

By accepting these Terms and Conditions, the User expressly agrees to receive the invoice electronically. If the User wishes to receive the invoice on paper, he/she may contact SHOTL indicating the postal address to which the invoice should be sent.

In accordance with current legislation, SHOTL may not subsequently modify the invoicing of sales made. Therefore, the invoice shall be issued in the name of the person placing the order, so the User must ensure that the order is placed in the correct name, and duplicate invoices may not be issued to send to third parties, nor may they be issued after the guarantee period has elapsed.

11.- CUSTOMER SERVICE

For any query or incident, you may contact SHOTL's customer service department at the e-mail address indicated below and within the business hours established for this purpose.

E-mail: hello@shotl.com

SHOTL will respond to complaints or queries received as soon as possible, which in no case shall exceed one (1) month from the date on which the User submitted the complaint or query.

12.- PROTECTION OF PERSONAL DATA

The User's personal data will be processed by SHOTL in accordance with the provisions of the applicable regulations and its Privacy Policy <https://shotl.com/privacy-policy>.

13.- APPLICABLE LAW AND FORUM

For any litigious matter related to the App and provided that the legislation so permits, the Spanish legislation in force at the time of the litigation shall be applicable, and the Courts and Tribunals of Barcelona shall be competent to resolve all conflicts arising from or related to the use of this App, in the event that the parties are free to determine the jurisdiction that may be applicable to them.

14.- INTELLECTUAL AND INDUSTRIAL PROPERTY

SHOTL is the owner or, if applicable, has the corresponding licences for the exploitation rights of the intellectual and industrial property of the App, as well as of all the contents offered therein, including, but not limited to, the platform itself, texts, photographs or illustrations, logos, trademarks, graphics, designs, interfaces, or any other information or content, and the services available through the same.

Under no circumstances shall it be understood that access, browsing and use of the App by the user or the use, acquisition and/or contracting of products or services offered through the same implies a waiver, transmission, licence or total or partial transfer of said rights by SHOTL. The user has the right to use the contents and/or services of the App within a strictly domestic context and solely for the purpose of enjoying the services provided in accordance with this Legal Notice.

References to registered trademarks or trade names, or other distinctive signs, whether owned by SHOTL or third parties, implicitly prohibit their use without the consent of SHOTL or their legitimate owners. At no time, unless expressly stated to the contrary, does access, browsing or use of the App and/or its contents confer on the user any rights over the distinctive signs included therein.

All intellectual and industrial property rights over the contents and/or services of the App are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute, by any means and in any form, all or part of the contents included in the App, for public or commercial purposes, without the prior, express written authorisation of SHOTL or, where applicable, of the owner of the corresponding rights.

Likewise, it is forbidden to remove or manipulate the copyright indications or other credits that identify the rights holders of the contents that the user finds in the App as well as the technical protection devices, digital fingerprints, or any protection mechanism or information incorporated into the contents offered in the App.

In the event that the user sends information of any kind to SHOTL through any of the channels provided for this purpose, the user declares, guarantees and accepts that he/she has the right to do so freely, that said information does not infringe any intellectual or industrial property rights, trade secrets or any other rights of third parties, and that said information is not confidential or harmful to third parties.

The user acknowledges that he/she assumes responsibility, holding SHOTL harmless for any communication that he/she provides personally or in his/her name, with said responsibility extending without restriction to the accuracy, legality, originality and ownership of the same.

If the user becomes aware of the existence of any content that is illicit, illegal, contrary to the law or that could involve an infringement of intellectual and/or industrial property rights, he/she must notify SHOTL immediately via the e-mail address hello@shotl.com so that SHOTL may proceed to take the appropriate measures.

Likewise, in the event that any user or third party considers that any of the contents of the App owned by SHOTL infringes their intellectual and/or industrial property rights, as well as any other rights, they must send a communication to hello@shotl.com with the following information:

- Identification details and contact details of the claimant or their legal representative.
- Documentation accrediting their status as owner of the allegedly infringed rights.
- Detailed account of the rights allegedly infringed by SHOTL, as well as their exact location within the App.

- Express declaration by the claimant that the use of the content has been made without the consent of the owner of the allegedly infringed rights.