



EASYPROMOS TERMS AND CONDITIONS

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1. PURPOSE AND DEFINITIONS

These Terms and Conditions govern access to, use of and subscription to the services provided by EASYPROMOS, S.L., tax ID B-65576878, with registered office at C/ Bonastruc de Porta 20, 17001 Girona, Spain, registered in the Commercial Registry of Girona, volume 2966, folio 59, sheet GI-56021, hereinafter **EASYPROMOS**.

These Terms form the agreement between EASYPROMOS and the account holder, hereinafter the **CUSTOMER**. The Services are intended for companies, professionals, entities and organisations.

Any individual who creates an account on behalf of the CUSTOMER represents that they are duly authorised to accept these Terms and bind the CUSTOMER contractually.

For the purposes of these Terms:

1. **Services** means the Easypromos platform, its applications, features, extensions and integrations.
2. **Agents** means individuals authorised by the CUSTOMER to access or manage its account.
3. **Promotions** means campaigns, contests, prize draws, games and other digital experiences created or managed using the Services.
4. **Participants** means individuals who access or take part in Promotions organised or managed by the CUSTOMER.

Participants are not parties to this agreement. The CUSTOMER is responsible for its relationship with them and for setting the terms that apply to its Promotions.

2. ACCEPTANCE AND TERM

The agreement is entered into when the CUSTOMER accepts these Terms by ticking the mandatory checkbox during the sign-up process, or when these Terms are incorporated as an annex to a services agreement entered into between EASYPROMOS and the CUSTOMER.

Where acceptance takes place during sign-up, EASYPROMOS retains records identifying the user and account, the date and time of acceptance, and the IP address from which acceptance was made.

The CUSTOMER is responsible for ensuring that its Agents are aware of and comply with these Terms, and for actions carried out through its account.



These Terms remain in force for as long as the CUSTOMER's account remains active. Cancelling a specific subscription, plan or service does not terminate the agreement if the CUSTOMER keeps its account open.

The agreement ends when the CUSTOMER permanently deletes its account or when EASYPROMOS closes it in accordance with these Terms. Obligations which by their nature are intended to survive termination will continue to apply.

3. THE EASYPROMOS PLATFORM

3.1. Platform features

EASYPROMOS is a software-as-a-service platform that enables users to create, configure, publish and manage digital promotions and campaigns.

The CUSTOMER may create an account and configure and test Promotions in draft mode without first purchasing a subscription. Some features may be limited while a Promotion remains in draft mode.

3.2. Publishing Promotions

To activate and publish a Promotion, the CUSTOMER must have an active subscription, unless EASYPROMOS expressly offers a free plan or free feature.

3.3. Subscriptions and features

An active subscription allows the CUSTOMER to create unlimited Promotions subject to the features, conditions and limits of the plan purchased.

The current features and limits of each plan are available on the EASYPROMOS pricing page.

3.4. Nature of the Service

EASYPROMOS is a standard software platform and has not been developed to meet the specific requirements of each CUSTOMER.

The CUSTOMER is responsible for checking, before using the platform, that the available features meet its needs.



4. SUBSCRIPTIONS, PRICING AND PAYMENTS

4.1. Subscription options

EASYPROMOS provides its Services through monthly or annual subscriptions. The features included depend on the plan purchased.

Certain extensions or additional features may be included in the plan or may require an additional payment. Their price and applicable conditions will be shown before purchase.

Current plans, features, limits and prices are available on the EASYPROMOS pricing page.

EASYPROMOS may also offer free trials or allow free use of certain Services. The applicable conditions and limits will be shown before use.

4.2. Prices and payment methods

Prices are shown in euros for customers in countries where the euro is the official currency, and in US dollars for all other customers.

Published prices exclude taxes. Applicable taxes will be added during the purchase process.

Self-service subscriptions are paid by card. Bank transfer is available where expressly agreed with EASYPROMOS.

Card payments are processed by payment service providers. EASYPROMOS does not store full card details.

Each subscription period is charged in advance at the start of the relevant period.

Self-service subscriptions are activated automatically once payment is confirmed. EASYPROMOS will send the CUSTOMER an email confirming payment and activation.

The invoice will be sent by email and will also be available in the CUSTOMER's administration panel.

Where payment is made by bank transfer, activation will be governed by the conditions set out in the relevant agreement or order document.

4.3. Renewal and cancellation

Subscriptions renew automatically for monthly or annual periods until the CUSTOMER cancels them.



The CUSTOMER may cancel a self-service subscription from its administration panel. Where an agreement establishes a different cancellation process, the agreed process must be followed.

Cancellation takes effect at the end of the period already paid for. Until then, the CUSTOMER may continue using the plan and its features.

When the subscription ends, Promotions will be marked as expired. The CUSTOMER may access its data for 30 days after the expiry date. After that period, an active subscription will be required to access it.

If a payment cannot be completed, EASYPROMOS may retry the charge. If non-payment continues, EASYPROMOS may suspend the subscription and mark Promotions as expired. The CUSTOMER will retain access to its account.

4.4. Price and plan changes

EASYPROMOS may change its published prices. The CUSTOMER will keep the price originally purchased while it remains on the same plan. The current price will apply when the CUSTOMER purchases a new subscription or changes plan.

The CUSTOMER may upgrade to a higher plan at any time. The change will take effect immediately and the prorated difference for the remaining subscription period will be charged.

Direct downgrades are not available. To move to a lower plan, the CUSTOMER must cancel the current subscription and purchase a new one.

4.5. Automatic renewals and refunds

EASYPROMOS will send a notice to the email address registered in the account at least five calendar days before each automatic renewal. For annual subscriptions, EASYPROMOS will also send a notice at least thirty calendar days before renewal. Failure to receive or read the notice for reasons not attributable to EASYPROMOS will not affect the validity of the renewal.

The CUSTOMER is responsible for managing its active subscriptions and cancelling them before the renewal date if it does not wish to continue. Failure to cancel, including forgetting to do so, does not give rise to any right to a refund, reimbursement, partial credit or other financial compensation.

Payments for subscriptions that were correctly purchased and charged are non-refundable due to failure to cancel or non-use of the Service, without prejudice to any remedy that may apply where an error is attributable to EASYPROMOS under clause 10.2.



5. PREVENTION OF PARTICIPATION FRAUD

5.1. Prevention measures

EASYPROMOS is committed to helping prevent fraud in Promotions. To do so, it applies technical and organisational measures intended to prevent and detect fraudulent or abusive Participant behaviour and to protect the integrity of entries and results.

These measures are reviewed and improved on an ongoing basis to adapt to evolving fraudulent practices.

5.2. Preventive controls

EASYPROMOS may modify, strengthen or introduce new controls, and may prevent access, registration or participation where there are reasonable indications of fraud, abuse, automation, manipulation or attempts to bypass security controls.

The CUSTOMER may request a review of a block if it believes a legitimate Participant has been affected.

5.3. Configuration and Security Center

Some controls are applied automatically, while others must be configured by the CUSTOMER.

EASYPROMOS provides the CUSTOMER with a Security Center that includes recommendations to improve Promotion configuration and records alerts generated by security controls. This information allows the CUSTOMER to review alerts and carry out its own analysis.

The CUSTOMER is responsible for selecting and configuring the available measures according to the characteristics and risk level of each Promotion.

5.4. Subsequent detection

Where potentially fraudulent behaviour is detected through later analysis, EASYPROMOS may flag the affected Participants or entries and notify the CUSTOMER.

A flag does not automatically remove the Participant or entry, nor does it alter rankings or results. The CUSTOMER is responsible for reviewing the available information and deciding whether to keep or exclude the relevant entries in accordance with the Promotion's official rules and applicable law.

5.5. Limitations



Because digital fraud continually evolves, no security measure can guarantee prevention or detection of every fraudulent activity.

EASYPROMOS is not responsible for conduct that its systems did not detect, or for decisions or omissions by the CUSTOMER in relation to flagged Participants or entries, unless the damage results from a breach of EASYPROMOS's obligations.

6. THIRD-PARTY SERVICES AND INTEGRATIONS

6.1. Dependence on external services

Some EASYPROMOS features depend on services, platforms or APIs provided by third parties.

These features may form part of the EASYPROMOS platform itself or may allow the CUSTOMER to connect its account to external applications and systems.

EASYPROMOS is responsible for components and connectors developed and controlled directly by EASYPROMOS, subject to the error provisions and limitations set out in these Terms.

6.2. CUSTOMER accounts, systems and permissions

Where an integration requires the CUSTOMER to hold its own account with an external service, the CUSTOMER is responsible for:

- a) purchasing and maintaining that account;
- b) accepting and complying with the third party's terms;
- c) authorising its connection to EASYPROMOS; and
- d) keeping the necessary credentials, permissions and subscriptions valid.

Where an integration uses systems, APIs or endpoints managed by the CUSTOMER or by a provider engaged by the CUSTOMER, including endpoints configured to receive webhooks, the CUSTOMER is responsible for their availability, security, configuration, compatibility and proper operation.

6.3. Information from third parties

Information supplied by an external service may be subject to the limitations, permissions and criteria set by that service. EASYPROMOS cannot guarantee its availability, completeness or accuracy.

Where appropriate, the CUSTOMER must check that imports, synchronisations and data transfers have completed correctly and review any available errors or warnings.



EASYPROMOS will provide support to analyse issues relating to its part of the integration, in accordance with the terms of its support service.

6.4. Incidents according to origin

EASYPROMOS is not responsible for interruptions, errors, limitations or incomplete data directly attributable to a third-party service or API, provided they do not result from a breach of EASYPROMOS's obligations.

Nor is EASYPROMOS responsible for incidents caused by accounts, credentials, permissions, configurations, systems, APIs or endpoints that fall under the CUSTOMER's responsibility under clause 6.2.

Where an incident is attributable to a component or connector developed and controlled directly by EASYPROMOS, the error provisions in clause 10.2 apply.

EASYPROMOS cannot guarantee a resolution time where an incident depends on a third party or on systems outside its control.

6.5. Adapting integrations

Where an incident occurs or an external service changes, EASYPROMOS will take the steps reasonably available to it to analyse the situation and restore or adapt the integration where technically feasible and compatible with the evolution of the platform.

If adaptation is not possible, EASYPROMOS may modify, replace or withdraw the affected feature.

Where EASYPROMOS has advance notice of a change or withdrawal that materially affects an integration, it will give the CUSTOMER reasonable prior notice whenever the information provided by the third party and the circumstances allow.

The withdrawal of an integration by decision of the third party that owns the relevant platform or API will not constitute a breach by EASYPROMOS.

6.6. Suspension of an integration

EASYPROMOS may suspend an integration if it identifies a risk to platform security, an unauthorised connection or a breach of applicable terms.

6.7. Custom integrations



Custom integrations are also subject to these Terms. Their functional scope, price and technical conditions will be defined, where applicable, in the proposal or other commercial document accepted by the CUSTOMER.

7. INTELLECTUAL PROPERTY AND CONTENT

7.1. EASYPROMOS ownership

EASYPROMOS and its licensors retain all intellectual and industrial property rights in the platform, software, code, algorithms, databases, features, designs, trademarks, documentation and other elements forming part of the Services.

Purchasing the Services does not transfer any of these rights. The CUSTOMER and its Agents receive only a limited, non-exclusive and non-transferable right to use the platform for the duration of the Services and in accordance with these Terms.

EASYPROMOS reserves all rights not expressly granted.

7.2. Restrictions on use

Without EASYPROMOS's authorisation, the CUSTOMER may not:

- a) copy, reproduce, modify or create derivative versions of the platform;
- b) decompile, reverse engineer or attempt to obtain its source code;
- c) remove or modify intellectual or industrial property notices;
- d) access, extract or collect data or content using robots, automated tools or other unauthorised systems;
- e) resell, sublicense or make the Services available to third parties outside the permitted uses;
- f) use the EASYPROMOS name, trademarks, domains or brand identifiers without authorisation;
- or
- g) use the platform, its documentation or its components to develop or train a competing product or service.

These restrictions do not prevent use of APIs, export tools and integrations made available or authorised by EASYPROMOS.

7.3. CUSTOMER materials

The CUSTOMER retains all rights in the text, images, videos, logos, designs and other materials it adds to its Promotions.



The CUSTOMER represents that it has the rights and permissions required to use those materials and is responsible for ensuring that they do not infringe applicable law or third-party rights.

The CUSTOMER authorises EASYPROMOS to host, reproduce, technically adapt, display, transmit and process these materials, directly or through necessary providers, only to the extent required to provide the Services.

This licence is non-exclusive and does not transfer ownership.

7.4. Content submitted by Participants

Where Participants submit photographs, videos, text or other content, the CUSTOMER is responsible for including in the Promotion's official rules the rights and permissions required to host, display and manage that content.

EASYPROMOS does not acquire ownership rights in this content and will use it only to provide the Services.

7.5. Connectors and developed features

Unless expressly agreed otherwise, EASYPROMOS retains all intellectual and industrial property rights in connectors, integrations, features, components and developments created for the CUSTOMER.

Payment for such developments does not transfer ownership or grant the CUSTOMER any exclusivity rights.

Specific connectors will be hosted on EASYPROMOS infrastructure, will not include delivery of source code and may be used while the CUSTOMER maintains the relevant subscription.

The CUSTOMER retains the rights in its own systems, documentation, data and materials used for the integration.

Where the CUSTOMER funds or accelerates development of a platform feature, EASYPROMOS may incorporate that feature into the general product and make it available to other customers, without disclosing the CUSTOMER's confidential information.

7.6. Promotional use of Promotions

For published Promotions created under plans that do not include White Label features and are not Corporate licences, EASYPROMOS may display the Promotion's name, brand, logo, images or screenshots on its website, blog, social media, presentations, webinars and other informational or commercial materials.



This use is limited to publicly visible materials and may not display Participants' personal data or the CUSTOMER's confidential information.

EASYPROMOS will not use these materials from Promotions created under White Label or Corporate plans without the CUSTOMER's prior authorisation. EASYPROMOS may request authorisation for a specific use.

7.7. Duration of this permission

The permission in the previous clause continues after the contractual relationship ends. The CUSTOMER may ask EASYPROMOS at any time to stop using these materials.

EASYPROMOS will stop using them in new materials and will remove them from digital channels under its control within a reasonable period.

A request does not require EASYPROMOS to withdraw materials already printed or distributed, or previous audiovisual content or publications where modification would require removal of the entire material.

7.8. Feedback and suggestions

EASYPROMOS may use ideas, comments or suggestions voluntarily provided by the CUSTOMER to improve the platform.

Their use does not give the CUSTOMER rights in features subsequently developed and does not create any obligation to compensate the CUSTOMER, unless expressly agreed otherwise.

7.9. Survival

Each party's ownership rights, licences granted and use restrictions that by their nature are intended to continue will remain in force after the contractual relationship ends.

8. PROHIBITED USE, SUSPENSION AND TERMINATION

8.1. Permitted use

The CUSTOMER must use EASYPROMOS lawfully, for the intended purpose of the platform and in accordance with these Terms.

8.2. Content removal and suspension



EASYPROMOS may remove content or Promotions, limit features or suspend an account where it identifies reasonable indications of a breach of these Terms, including the use restrictions set out in clause 7.2, receives a complaint accompanied by reasonable indications that a breach has occurred, or is required to comply with a request from a competent authority or an integrated platform relating to:

- a) phishing Promotions, spam or any activity intended to obtain data fraudulently;
- b) false or misleading prizes, content, identities or communications;
- c) illegal content or activities, or content or activities that may infringe third-party rights, including Participant-submitted content and unauthorised use of trademarks, trade names, images, works or other protected materials;
- d) breach of the terms of integrated platforms;
- e) attempts to attack, manipulate or overload the platform, test vulnerabilities without authorisation, or bypass EASYPROMOS security controls; or
- f) any other malicious use that may harm EASYPROMOS, its customers, Participants or third parties.

EASYPROMOS may act without prior notice where necessary to stop the activity, comply with a request or prevent risk or harm.

8.3. Information and cooperation

Where possible, and unless prevented by a legal obligation or security reason, EASYPROMOS will inform the CUSTOMER of the action taken and the reason for it.

EASYPROMOS may request the information or documentation required to review the incident or establish the CUSTOMER's right to use the disputed content or carry out the activity in question. The CUSTOMER must cooperate with this review.

EASYPROMOS may maintain the removal, restriction or suspension until the issue is resolved.

8.4. Remediable breaches

For breaches that can be remedied and do not involve an urgent risk, EASYPROMOS will notify the CUSTOMER and allow five calendar days to resolve them.

If the CUSTOMER does not remedy the breach within that period, EASYPROMOS may suspend the Services or terminate the agreement.

8.5. Restoring the Services

A temporary suspension does not result in deletion of the account or its data.

The Services may be restored once the CUSTOMER has remedied the breach and EASYPROMOS has confirmed that the risk that led to suspension no longer exists.



8.6. Termination for breach

EASYPROMOS may terminate the agreement immediately where use attributable to the CUSTOMER is serious, illegal or fraudulent, or creates a security risk.

EASYPROMOS may also terminate the agreement where the CUSTOMER does not remedy a breach within the period set out in clause 8.4.

Termination due to a breach by the CUSTOMER does not give rise to any right to a refund, reimbursement, credit or compensation for the contracted period not used.

8.7. Effects of termination

From the effective termination date, EASYPROMOS will stop providing the Services associated with the account.

Permanent closure of the account will result in the deletion of data in accordance with these Terms and the Data Processing Agreement, without prejudice to information processed by EASYPROMOS as a data controller that must be retained to comply with a legal obligation or to establish, exercise or defend legal claims.

9. EASYPROMOS COMMITMENTS AND WARRANTIES

9.1. Operation of the platform

EASYPROMOS will provide the Services with professional care and will use all reasonable efforts to keep the platform available and operating properly.

However, EASYPROMOS does not guarantee that the Services will be uninterrupted or completely error-free.

9.2. Support service

EASYPROMOS provides the CUSTOMER with a Help Center to assist with enquiries and issues relating to operation of the platform and to publish the official technical product documentation.

The operation and scope of the support service are governed by clause 12.

9.3. Maintenance and availability

EASYPROMOS may carry out maintenance, updates and technical changes.



Where planned work may have a material impact on the Services, EASYPROMOS will give reasonable advance notice.

Material incidents may be published on the EASYPROMOS status page and communicated directly to affected customers.

9.4. Error correction and service levels

EASYPROMOS will analyse and manage identified errors and vulnerabilities according to their severity, impact and priority, applying appropriate corrective or mitigating measures.

Specific availability commitments and response or resolution times apply only where expressly agreed in writing between EASYPROMOS and the CUSTOMER.

9.5. Product documentation and information

EASYPROMOS will use all reasonable efforts to keep the official technical documentation published in its Help Center up to date. This documentation is the reference source for operation and configuration of the platform.

EASYPROMOS will also use reasonable efforts to keep its support team appropriately trained and to align technical responses with the current official documentation.

However, the documentation and responses provided by the support team may occasionally contain errors.

Commercial, marketing and informational content is provided for general information and may not immediately reflect the latest product changes. Such content does not define the features purchased unless expressly incorporated into a proposal, order or agreement.

EASYPROMOS is not responsible for information from third parties, external artificial intelligence tools or unofficial sources.

9.6. No guarantee of results

EASYPROMOS does not guarantee that use of the platform will enable the CUSTOMER to achieve any particular commercial, financial, participation or other results.

9.7. Early-access features

Features identified as beta, pilot, experimental or early access may be incomplete, contain errors, change or be withdrawn before general release.

The CUSTOMER must assess their suitability before using them for critical activities.



9.8. Platform security

EASYPROMOS will apply the technical and organisational security measures required by applicable law and by the Data Processing Agreement.

It will also apply appropriate measures, taking into account the state of the art, to prevent the introduction of viruses, malicious code and other harmful components into the platform.

These measures reduce risk but cannot guarantee absolute security against every incident or attack.

9.9. Backups and recovery

EASYPROMOS maintains backup and continuity systems intended to protect availability of the Services and data.

In the event of data loss or corruption, EASYPROMOS will use all reasonable efforts to recover the data, but does not guarantee that recovery will always be complete.

Where loss or corruption results from an action, omission or configuration by the CUSTOMER and recovery requires exceptional intervention, EASYPROMOS may offer a recovery service at an additional cost, which will be communicated to and must be accepted by the CUSTOMER before the work is carried out.

9.10. Legal compliance

EASYPROMOS will comply with the laws and regulations applicable to it as provider of the platform and Services.

This commitment does not include legal obligations that apply to the CUSTOMER because of its activities, sector or Promotions.

10. RESPONSIBILITIES AND LIMITATIONS

10.1. CUSTOMER responsibilities

The CUSTOMER is responsible for:

- a) configuring and testing each Promotion before publication;
- b) checking that the content, rules, dates, prizes and other Promotion elements meet its needs;
- c) reviewing results before announcing winners or awarding prizes;



- d) the legality, accuracy and truthfulness of its Promotions, content, advertising and official rules;
- e) complying with offers and conditions announced to Participants;
- f) the quality, conformity, availability and delivery of products, services and prizes offered;
- g) checking the eligibility of Participants and winners;
- h) obtaining necessary permissions and complying with applicable tax obligations;
- i) handling directly the enquiries, requests and complaints of its Participants, including those relating to content published by them;
- j) external websites and content embedded in or linked from its Promotions;
- k) protecting its accounts, credentials, integrations and systems;
- l) reporting incidents as soon as they are detected, providing the necessary information and cooperating in their investigation and resolution;
- m) the acts and omissions of its Agents and other authorised users, and ensuring that they use the platform in accordance with these Terms; and
- n) where applicable, complying with national, regional or local legislation governing promotions, prize draws conducted for advertising or promotional purposes, advertising, consumer protection, gambling and taxation.

EASYPROMOS provides support to the CUSTOMER but does not act as an intermediary or customer support service for Participants in the CUSTOMER's Promotions.

EASYPROMOS is not responsible for consequences arising from the CUSTOMER's failure to meet these obligations, or from instructions, decisions, content, data, configurations, acts or omissions attributable to the CUSTOMER.

10.2. Errors attributable to EASYPROMOS

Where an error attributable to EASYPROMOS in the operation of the platform, in the official technical documentation in the Help Center, or in technical information provided by the support team materially affects a purchased Service, the CUSTOMER must report it as soon as it becomes aware of it and, where possible, before taking decisions that may increase its impact.

The CUSTOMER must provide the information needed and allow EASYPROMOS to investigate the issue and attempt to correct it or provide an alternative.

If the error cannot be corrected and no suitable alternative can be offered, EASYPROMOS may apply a compensatory measure proportionate to the nature and impact of the incident, subject to the limits in clause 10.7.

No compensatory measure will apply where the CUSTOMER's failure to report or cooperate has prevented EASYPROMOS from verifying the incident, reducing its impact or attempting to resolve it.

The actions and measures set out in this clause constitute the contractual response applicable to these errors, without prejudice to liabilities that cannot legally be limited.



10.3. Third-party services

Liability for interruptions, errors, changes, restrictions or withdrawal of third-party services and APIs is governed by clause 6.

10.4. Indirect losses

To the fullest extent permitted by applicable law, EASYPROMOS is not liable for indirect losses or for loss of profits, revenue, business, opportunities or reputation, or for interruption of the CUSTOMER's business.

10.5. Force majeure

EASYPROMOS is not responsible for failures, interruptions or delays caused by circumstances beyond its reasonable control.

This includes, among other things, widespread Internet or infrastructure-provider failures, actions by public authorities, labour disputes, disasters, armed conflicts and cyberattacks that could not have been prevented by appropriate measures.

10.6. Scope of limitations

The exclusions and limitations in this clause apply to EASYPROMOS, its directors, employees, representatives and providers, and to contractual, tortious or other liability, regardless of the legal basis of the claim.

10.7. Liability cap

EASYPROMOS's total aggregate liability arising out of the Services will not exceed the amount paid by the CUSTOMER for the specific Service giving rise to the claim during the twelve months preceding the first event giving rise to that claim.

Any refund, compensatory measure or damages will count towards this overall cap.

For free Services, trial periods or no-cost features, EASYPROMOS's financial liability is zero euros.

This cap applies in aggregate to all claims relating to the same event or connected series of events.

10.8. Personal data protection

Liability arising from the processing of personal data is governed by the Data Processing Agreement.



The limits set out in both documents do not accumulate where the same incident may give rise to claims under both.

10.9. Exceptions to limitations

The exclusions and limitations in this clause do not apply where damage has been caused intentionally by EASYPROMOS or to liabilities that cannot be limited under applicable law.

10.10. Third-party claims

The CUSTOMER will defend, indemnify and hold harmless EASYPROMOS, its directors, employees and representatives from third-party claims and reasonable defence costs to the extent arising from acts, content, instructions, breaches or responsibilities attributable to the CUSTOMER in connection with:

- a) Promotions organised or managed by the CUSTOMER;
- b) its content, official rules, products, services or prizes;
- c) processing or use of data carried out following its instructions;
- d) infringement of law or third-party rights; or
- e) use of the platform contrary to these Terms.

EASYPROMOS will inform the CUSTOMER of the claim and allow it to control the defence, provided it acts diligently. EASYPROMOS may participate in the defence through its own advisers.

The CUSTOMER may not agree to any settlement that imposes obligations on, or admits liability by, EASYPROMOS without EASYPROMOS's prior consent.

The CUSTOMER's obligations under this clause are not subject to the liability cap in clause 10.7.

11. DRAWS AND OTHER RANDOM PROCESSES

11.1. Configuration and execution of draws

EASYPROMOS provides tools to select winners and alternates at random from the finalists in a draw.

Before running a draw, the CUSTOMER must review the finalists, exclusions, number of winners and alternates, and all other configuration options.

The draw is run exclusively by the CUSTOMER or one of its Agents.



11.2. Random number generator

Random processes are performed using a random number generator, or RNG. As of the effective date of these Terms, the RNG used by EASYPROMOS has been evaluated by an independent laboratory, whose report confirms compliance with the applicable requirements of GLI-19 v3.0.

EASYPROMOS may provide this report to customers on request.

EASYPROMOS uses the RNG to:

- a) select winners and alternates;
- b) generate winning moments; and
- c) apply prize-assignment probabilities configured by the CUSTOMER.

11.3. Draw result

The result is fixed automatically when the CUSTOMER runs the draw. The CUSTOMER cannot preview it, discard it or regenerate it within the same draw execution.

EASYPROMOS does not intervene in or influence selection of winners and alternates.

If the CUSTOMER wishes to run another draw using the same finalists, it must run a new draw, which will have its own result and certificate.

11.4. Draw execution and traceability certificate

Each draw generates a public certificate identifying the draw, its organiser, the date and time it was run, the number of finalists and the result obtained.

The certificate allows the execution and traceability of the draw to be verified. The original draw result cannot be altered by the CUSTOMER.

Running a new draw does not modify or replace previous certificates.

11.5. Replacing winners

The result shows winners and alternates in the order produced by the RNG.

If a winner needs to be replaced, the CUSTOMER will decide which alternate replaces that winner in accordance with the Promotion's official rules.

The certificate will retain the original result and show a public record of replacements made. The CUSTOMER must state the reason for each replacement and is responsible for the decision taken.



11.6. Certificate privacy and availability

The CUSTOMER may hide winners' information from the certificates and, once 90 days have elapsed since the draw was conducted, delete their personal data. If the CUSTOMER decides to publish this information, it will be responsible for ensuring that the publication is covered by the information provided to Participants and that it has an appropriate legal basis.

11.7. Scope of the evaluation and certificate

The independent report confirms only that the RNG component has been evaluated within the defined technical scope and does not constitute an individual certification of each draw.

The certificate generated by EASYPROMOS also does not certify:

- a) the legality of the Promotion;
- b) the accuracy or eligibility of the finalists;
- c) the configuration made by the CUSTOMER; or
- d) subsequent decisions by the CUSTOMER regarding validation or replacement of winners.

12. SUPPORT SERVICE

12.1. Support channels

EASYPROMOS provides customers, registered users and visitors with standard support in Spanish and English.

Support is provided through the Help Center, a chat system and a ticketing system. Enquiries may also be sent to soporte@easypromosapp.com and support@easypromosapp.com.

The Help Center includes the official technical product documentation.

Where conversations contain personal data processed on behalf of the CUSTOMER, such processing will be governed by the Data Processing Agreement.

12.2. Support chat

The chat service provides 24/7 automated assistance through a chatbot as the first layer of support.

The chatbot will clearly identify itself as an artificial intelligence system from the start of the conversation and will inform the user when human support is available.



During support hours, the user may ask for the conversation to be transferred to a member of the support team. Outside those hours, the user may provide contact details to open a ticket and receive a later response.

12.3. Chatbot responses

EASYPROMOS will use all reasonable efforts to keep the chatbot's knowledge aligned with the official technical documentation.

The support team may review conversations to monitor system performance, correct inaccurate responses, update the information used and apply appropriate confidentiality and security controls.

Chatbot responses are generated automatically, may contain errors and are provided for guidance only and are not binding. They are not subject to the error provisions in clause 10.2.

Before making a decision that may materially affect a Promotion, the CUSTOMER must verify the information in the official technical documentation or with the support team.

12.4. Scope of standard support

Standard support includes:

- a) answering questions about operation and configuration of the platform;
- b) guidance on its features; and
- c) diagnosis of errors and incidents.

Standard support does not include telephone support, customised meetings or video calls, direct email support with a specific individual outside the ticketing system, personalised account management, project management, design services, custom development, creation or full management of Promotions, or legal advice.

EASYPROMOS may provide some of these services on an occasional basis or through a customised service agreed separately. Occasional provision does not mean that they form part of standard support.

Strategic, commercial or creative ideas, recommendations or suggestions provided during support are for guidance only. They do not constitute consulting services, binding instructions or a guarantee of results. The CUSTOMER is responsible for deciding whether to apply them.

These ideas, recommendations or suggestions are not subject to clause 10.2.

12.5. Support team access and actions



Where necessary to answer a query or investigate an incident, the support team may access the account, Promotion configuration and data related to the issue, subject to applicable confidentiality and data-protection obligations.

As a general rule, EASYPROMOS will inform the CUSTOMER before changing a configuration.

Where an active Promotion is affected and urgent action is needed to restore operation, the support team may apply only the technical or configuration changes strictly necessary and inform the CUSTOMER afterwards.

These actions do not authorise EASYPROMOS to modify official rules, content, mechanics, winners or the CUSTOMER's commercial decisions.

12.6. Managing requests and service levels

The CUSTOMER must provide the necessary information and cooperate in diagnosing and resolving its enquiries and incidents.

EASYPROMOS may prioritise requests according to severity and impact, and may limit or reject abusive, fraudulent, repetitive or out-of-scope requests, or requests that may compromise security or normal operation of the platform.

Requests requiring intervention by the support team will, as a target, be handled by the next business day. In practice, response times are usually shorter, but EASYPROMOS does not guarantee a specific response time.

Standard support does not include specific availability commitments or guaranteed response or resolution times. Such commitments and any customised support level apply only where expressly agreed in writing between EASYPROMOS and the CUSTOMER.

13. PLATFORM UPDATES AND EVOLUTION

13.1. Product evolution

EASYPROMOS may add, improve, modify, replace or withdraw platform features to ensure product evolution, security, stability or legal compliance, and for technical or commercial reasons.

It may also change the interface, configuration processes, names and other elements that do not materially alter the Services.



The CUSTOMER subscribes to the Services based on the features available at the time of purchase. The subscription does not depend on the delivery of future features unless EASYPROMOS has expressly committed to them in writing.

13.2. Changes with material impact

Changes that do not materially alter the Services may be implemented without prior notice.

Where a change may have a material impact on the CUSTOMER, EASYPROMOS will give reasonable prior notice where possible.

EASYPROMOS will take active Promotions into account and prioritise their continuity. Where necessary, it will provide instructions, tools or assistance to support the transition.

Promotions requiring a specific migration may be handled individually.

13.3. Mandatory migrations

The CUSTOMER cannot require indefinite maintenance of a previous version, feature or configuration.

EASYPROMOS may require an update or migration where necessary for technical, security, legal or product development reasons. In such cases, it will provide the CUSTOMER with the information and assistance needed for the transition.

13.4. Urgent actions

EASYPROMOS may carry out updates, changes, suspensions or temporary withdrawals without prior notice where necessary to:

- a) fix vulnerabilities;
- b) protect the security, stability or integrity of the platform;
- c) comply with a legal obligation; or
- d) prevent harm.

Where the action has a material impact, EASYPROMOS will inform affected customers as soon as possible afterwards.

13.5. Changes to plans

Changes to the commercial allocation of features between plans will apply to new customers and to existing customers when they purchase or voluntarily change plans.

While the CUSTOMER remains on the same plan, EASYPROMOS will seek to preserve the features included in that plan. EASYPROMOS may update, replace or withdraw features where necessary for technical, security, legal or operational reasons, or as part of the evolution of the



product, provided that such actions do not substantially reduce the value or essential features of the subscribed plan.

Where a change substantially reduces the essential features of the plan, the CUSTOMER may cancel the renewal of the subscription, which will end at the conclusion of the current subscription period, without penalty.

13.6. Third-party services

Changes, interruptions or withdrawals affecting third-party services, integrations or APIs are governed by clause 6.

14. USE OF ARTIFICIAL INTELLIGENCE

14.1. Artificial intelligence features

EASYPROMOS may include artificial intelligence features to generate, translate, analyse or structure content, validate purchase receipts, assist with Promotion configuration and create drafts.

Artificial intelligence features integrated into the product will be identified. Their use is voluntary and must be activated by the CUSTOMER or its Agents.

EASYPROMOS also uses artificial intelligence as the first layer of its support service through a chatbot available 24 hours a day. Its operation, identification as an artificial intelligence system, access to the human team and limitations are governed by clause 12.

14.2. Compliance and governance

EASYPROMOS will comply with the obligations applicable to it under Regulation (EU) 2024/1689 of 13 June 2024 laying down harmonised rules on artificial intelligence, and any other applicable law.

Before introducing new use cases, EASYPROMOS will assess their purpose, classification and risks and apply proportionate controls.

It will also adopt training and awareness measures so that personnel involved in the development, supervision or use of these systems have an appropriate level of AI literacy according to their role and the context of use.

14.3. Generated content



Text, translations, questions, answers, words, images, configurations and other content generated through artificial intelligence are treated as drafts.

EASYPROMOS will not publish or automatically apply them without intervention by the CUSTOMER.

The CUSTOMER must carry out a substantive review of this content before using or publishing it and is responsible for its accuracy, legality, suitability and appropriateness for the Promotion, as well as for respecting third-party rights.

EASYPROMOS does not guarantee that generated content is accurate, complete, original, exclusive or different from content that may be generated for other users.

These features do not generate or translate official rules and do not provide legal advice.

14.4. Purchase receipt validation

Purchase receipt validation may combine OCR technologies, artificial intelligence, mandatory platform controls and rules configured by the CUSTOMER.

The quality of results may be affected by incomplete, manipulated, unreadable or low-quality receipts.

The CUSTOMER is responsible for configuring Promotion rules, reviewing results and establishing an appropriate moderation process. It may enable prior manual review of receipts that pass the platform's mandatory controls.

EASYPROMOS does not guarantee the accuracy of each individual validation and is not responsible for errors inherent in automated interpretation.

This limitation does not apply to a general technical platform issue that prevents use of the feature, which is governed by clause 10.2.

The CUSTOMER must inform Participants about the use of automated systems where required by applicable law.

14.5. Content transparency

EASYPROMOS will clearly identify features that generate content through artificial intelligence.

Where legally required, EASYPROMOS will incorporate or retain technical mechanisms that allow detection that content has been artificially generated or manipulated.

EASYPROMOS may provide tools to add a visible indication to generated content.



The CUSTOMER is responsible for publicly disclosing the artificial nature of content where required by applicable law, particularly when publishing images, audio or video that may constitute a deepfake, or content intended to inform the public about matters of public interest.

14.6. Data and providers

Data, documents, conversations, instructions and outputs processed through these features will not be used to train or improve general or shared artificial intelligence models, whether operated by EASYPROMOS or by third parties.

Where technology providers used by EASYPROMOS process personal data on behalf of the CUSTOMER, their role is governed by the Data Processing Agreement and they will be identified as subprocessors where applicable.

14.7. Permitted use

The CUSTOMER must use artificial intelligence features in accordance with their intended purpose, EASYPROMOS instructions and applicable law.

The CUSTOMER may not use them to:

- a) carry out practices prohibited by artificial intelligence law;
- b) generate unlawful, false or misleading content;
- c) infringe third-party rights; or
- d) make decisions for which the features were not designed.

Any modification, integration or use for another purpose is the CUSTOMER's responsibility.

15. CONFIDENTIALITY

15.1. Confidential information

Confidential information means any non-public information that one party communicates or makes available to the other in connection with evaluating, purchasing, providing or managing the Services, regardless of format and whether or not it is expressly marked confidential.

This includes, among other things:

- a) technical, commercial, financial, organisational or security information;
- b) credentials and configurations;
- c) code, APIs, integrations and technical documentation;
- d) non-public pricing and proposals;



- e) audit reports or security testing reports;
- f) customer and Participant data; and
- g) any other internal information not publicly accessible.

Ideas, comments and suggestions voluntarily provided by the CUSTOMER to improve the platform may be used by EASYPROMOS under clause 7.8. This does not authorise EASYPROMOS to disclose any confidential information they may contain.

15.2. Obligations of the parties

Each party will use the other party's confidential information only to evaluate, provide, receive or manage the Services.

Each party will also apply appropriate safeguards and will not disclose the information to third parties without authorisation, except as set out in this clause.

15.3. Authorised access

The parties may share confidential information with their employees, contractors, advisers, auditors and service providers where they need to know it to evaluate, provide or receive the Services.

Those persons must be subject to confidentiality obligations. The party granting access is responsible for ensuring that the information is used in accordance with this clause.

15.4. Exceptions

Information is not confidential where it:

- a) is public without breach of this clause;
- b) was already lawfully in the receiving party's possession;
- c) was lawfully obtained from a third party without a confidentiality obligation; or
- d) was developed independently without use of the other party's confidential information.

A party may also disclose confidential information where required by law or by a court or competent authority.

Where legally permitted, it will inform the other party in advance and limit disclosure to the information required.

15.5. Confidentiality incidents

If a party identifies unauthorised access to, use of or disclosure of confidential information, it will inform the other party without undue delay and cooperate to limit the effects.



Breaches affecting personal data are also governed by the Data Processing Agreement and applicable law.

15.6. Return or deletion

When the contractual relationship ends or confidential information is no longer required, the party that provided it may request its return or deletion.

The receiving party may retain information necessary to:

- a) comply with a legal obligation;
- b) establish, exercise or defend its rights;
- c) retain a record of the contractual relationship; or
- d) provide any Services that remain active.

Information stored in backups will be deleted in accordance with the applicable ordinary retention cycle and may not be used for any other purpose.

15.7. Duration

The obligations in this clause remain in force for as long as the information remains confidential, including after the contractual relationship ends.

Personal data will be retained and protected for the periods set out in applicable law, the Privacy Policy and the Data Processing Agreement.

15.8. Specific agreements

Where the parties have entered into a separate confidentiality agreement, that agreement prevails in the event of conflict in relation to the matters it expressly governs.

16. CHANGES TO THESE TERMS AND COMMUNICATIONS

16.1. Updating these Terms

EASYPROMOS may amend these Terms to reflect legal, technical, security or operational changes, or changes to the Services.

16.2. Minor changes

Editorial changes, clarifications and amendments that do not materially alter the parties' rights or obligations may take effect upon publication.



EASYPROMOS will indicate the date on which these Terms were last updated.

16.3. Material changes

EASYPROMOS will notify the CUSTOMER before any material change takes effect by email to the account holder, through a notice in the platform, or both.

The notice will state the effective date and summarise the main changes.

Where a change materially reduces the CUSTOMER's rights or increases its obligations, it will apply from the next subscription renewal.

Price changes are governed by clause 4.4.

16.4. Urgent changes

EASYPROMOS may apply changes immediately where necessary to:

- a) comply with a legal obligation;
- b) respond to a security risk;
- c) prevent unlawful or abusive use; or
- d) address a circumstance beyond its control.

In such cases, EASYPROMOS will inform the CUSTOMER as soon as possible.

16.5. Acceptance of changes

If the CUSTOMER does not agree with a material change that is to apply at the next renewal, it may cancel the subscription before renewal.

Renewing the subscription or continuing to use the platform after the change takes effect constitutes acceptance of the new version.

Where the CUSTOMER maintains an account without an active subscription, material changes apply from the date stated in the notice. If the CUSTOMER does not accept them, it may delete its account before that date.

16.6. Communications and contact details

The CUSTOMER must keep the contact details in its account up to date.

Communications sent to the registered email address or displayed within the platform are deemed valid.



17. PERSONAL DATA PROTECTION

17.1. Legal compliance

EASYPROMOS processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation, and any other applicable data-protection legislation.

Processing carried out by EASYPROMOS as controller, including data relating to the CUSTOMER's contact persons and Agents, is governed by the Easypromos Privacy Policy.

17.2. ISO standards

EASYPROMOS is certified to ISO/IEC 27001 and ISO/IEC 27018 and follows the applicable privacy principles set out in ISO/IEC 29100.

DATA PROCESSING

17.3. Roles of the parties

Where the CUSTOMER uses the Services to collect or process personal data relating to Participants or other data subjects for its own purposes, the CUSTOMER acts as CONTROLLER and EASYPROMOS as PROCESSOR.

The CUSTOMER determines the purposes of processing and is responsible for its lawfulness, having a valid legal basis and meeting its transparency obligations towards data subjects.

17.4. EASYPROMOS obligations

EASYPROMOS will comply with the obligations applicable to it as processor under Regulation (EU) 2016/679.

EASYPROMOS will process personal data only to provide the purchased Services and in accordance with the CUSTOMER's documented instructions.

It will also implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and will ensure that persons authorised to process the data are subject to confidentiality obligations.

17.5. Data Processing Agreement

The terms governing processing on behalf of the CUSTOMER, including data retention and deletion, data-subject rights, personal data breach management, audits, international transfers and engagement of subprocessors, are set out in the [Easypromos Data Processing Agreement](#).



The Data Processing Agreement is incorporated into these Terms and forms part of the contractual relationship. Acceptance of these Terms constitutes acceptance and execution of the Data Processing Agreement, without the need for a separate signature.

17.6. EASYPROMOS as subprocessor

Where the CUSTOMER purchases the Services on behalf of a third party and acts as processor, EASYPROMOS acts as subprocessor.

The CUSTOMER represents that it has the necessary authorisation from the controller to engage EASYPROMOS for this purpose.

17.7. Authorised subprocessors

The list of authorised subprocessors is included in the annex to the Data Processing Agreement.

EASYPROMOS will inform the CUSTOMER of the addition or replacement of subprocessors in accordance with the terms of that Agreement.

17.8. Priority of the Data Processing Agreement

If there is any conflict between this clause and the Data Processing Agreement, the Data Processing Agreement prevails in relation to personal data processed by EASYPROMOS on behalf of the CUSTOMER.

18. ASSIGNMENT

18.1. Assignment by the CUSTOMER

The CUSTOMER may not assign the agreement or transfer ownership of the account or the rights and obligations arising from these Terms to another person or entity without EASYPROMOS's prior written authorisation.

This restriction does not prevent the CUSTOMER from changing the individuals authorised to manage its account.

18.2. Assignment by EASYPROMOS

EASYPROMOS may assign the agreement to a company in the same corporate group or in connection with a merger, corporate reorganisation, sale of the company, transfer of the platform or transfer of the business line relating to the Services.



EASYPROMOS will inform the CUSTOMER of the assignment and ensure that the new entity assumes the applicable contractual obligations and maintains the rights granted to the CUSTOMER.

19. ENTIRE AGREEMENT AND VALIDITY

19.1. Entire agreement

These Terms, together with any agreements, proposals, orders and other documents expressly incorporated by the parties, constitute the entire agreement between EASYPROMOS and the CUSTOMER in relation to the purchased Services.

This agreement supersedes previous communications, negotiations or agreements on the same subject matter that have not been expressly incorporated.

19.2. Severability

If any provision of these Terms is declared void, invalid or unenforceable, it will cease to have effect only to the extent necessary.

The remainder of these Terms will remain valid and enforceable.

19.3. Independent parties

EASYPROMOS and the CUSTOMER act as independent parties. These Terms do not create an employment, partnership, agency, representation, franchise, joint venture or association relationship between them.

Neither party may assume obligations or make statements on behalf of the other without its express authorisation.

19.4. No waiver

A party's failure or delay in exercising a right under these Terms does not constitute a waiver of that right and does not prevent that party from exercising it later.

20. LANGUAGE



These Terms and related documents may be available in several languages. In the event of any conflict or difference in interpretation, the Spanish version prevails.

21. GOVERNING LAW AND JURISDICTION

These Terms and the contractual relationship between EASYPROMOS and the CUSTOMER are governed by Spanish law.

For any dispute relating to their validity, interpretation, performance or enforcement, the parties submit to the jurisdiction of the courts of Girona, unless mandatory law requires a different jurisdiction.