

Terms and Conditions

TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions (hereafter referred to as "Terms") apply to your access to and use of the platform, app, and online products and services (collectively, the "Service") provided by Estratègies de Mercat SRLU. ("Feedmyfeeds," "we," or "us").

By downloading, accessing or using the Service, you agree to be bound by these Terms and Conditions of Use.

Feedmyfeeds may change these Terms at any time. If the Terms are updated, we will send you a notification and ask you to accept the new Terms the first time you use the Service. You agree that these Terms and possible changes are legally bounding.

If you disagree with these Terms or any part hereof, you may not use the Service.

Use of the Service

1. To use the Service, you must register for an account ("Your Account") for which you will choose or be given a password. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf. User accounts are strictly personal and individual and sharing Your Account account with other individuals is not allowed. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use

2. If you subscribe to the Service on behalf of a company, you represent to Feedmyfeeds that you have the authority to legally represent that company and that your acceptance of this Agreement will be treated as acceptance by that company. You further agree that Feedmyfeeds may use the name and logo of that business on our website and other promotional material as a customer of the Servic

3. As long as you comply with this Agreement, Feedmyfeeds grants you limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Service as it is intended to be used and in accordance with this Agreement and applicable law. We grant you no other rights, implied or otherwise.

4. You may not use the Service to disseminate any unlawful or other objectionable material, or to harm others or the Service itself. For example, you must not:

- (i) use the Service to harm, threaten, or harass another person, organization, or Feedmyfeeds;
- (ii) damage, disable, overburden, or impair the Service;
- (iii) resell or redistribute any part of the Service or access to the Service, including the sale or purchase of an Account;
- (iv) use or attempt to use any unauthorized means to modify, reroute, or gain access to the Service;
- (v) use any automated process or service (such as a bot, a spider, periodic caching of information stored by Feedmyfeeds, or meta searching) to access or use the Service, or to copy or scrape data from the Service; or
- (vi) obtain (or try to obtain) any data from the Service, except the data that we intend to make available to you.

User Content

5. By using the Service, you grant Feedmyfeeds a worldwide, irrevocable, non-exclusive, royalty free license to use all material (including without limitation text, images and other visual material, collectively "User Content") you upload or post to the Service. The content as provided will not be shared with Third Parties except for the Parties you choose. You hereby acknowledge that all content as posted to the Service is already publicly available.

6. You may not upload or post to the Service or otherwise use in any way in connection with your use of the Service any User Content that includes any text, images or other material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from any submission to the Service. All trademarks and/or service marks displayed on the Service are the exclusive property of their respective owners, and may not be used without the owner's permission.

7. Feedmyfeeds does not claim ownership of the User Content. Feedmyfeeds reserves the right to edit or remove any User Content you upload or post to the Service, however we do not control or verify the User Content that you upload or post to the Service, nor do we monitor the User Content uploaded or posted to the Service.

8. You understand that Feedmyfeeds may need, and you hereby grant Feedmyfeeds the right to use, modify, adapt, reproduce, distribute, publish and display any User Content posted on the Service. These rights apply exclusively to the extent necessary for the operation of the Service.

9. You control who may access your User Content. When you give others access to your User Content on the Service, you grant them free, nonexclusive permission to use, reproduce, distribute, display, transmit, and communicate to the public such User Content solely in connection with the Service. If the User Content includes a photograph or other digital image, you also expressly waive any and all rights of privacy and publicity with respect to the image. If you do not want others to have those rights, do not use the Service to share your User Content.

10. You are responsible for backing up the User Content that you store on the Service. Feedmyfeeds may permanently delete your User Content from the Service if your access to the Service is suspended or canceled. Feedmyfeeds has no obligation to return User Content to you after your access to the Service is suspended or canceled. If User Content is stored with an expiration date, we may also delete the User Content as of that date. User Content that is deleted may be irretrievable.

11. You are responsible for ensuring that your catalog has been generated correctly through the Feedmyfeeds tool before using it on Third Parties' platforms (eg. Facebook) every time the catalog is generated or updated.

12. User Content that violates these Terms or your local laws is not permitted on the Service. Feedmyfeeds reserves the right to review content for the purpose of enforcing these Terms. If you share User Content on the Service in a way that infringes others' copyrights, others' intellectual property or proprietary rights, or publicity or privacy rights, you are breaching these Terms of Use. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and that the use and publication of the User Content does not violate any law.

We may remove your content from the Service at any time and for any reason, including if:

- (i) you breach these Terms;
- (ii) the User Content exceeds limits on storage or file size; or
- (iii) we cancel or suspend your access to the Service.

Feedmyfeeds performs monitoring activities to ensure suitability of content as set out in these Terms, and Feedmyfeeds reserves the right to remove any or all User Content from the Service, whether as a result of such monitoring or upon receiving notification of unsuitable content from third parties. You agree to immediately take down any Content that violates the Terms, including pursuant to a take down request from Feedmyfeeds. In the event that you choose not to comply with a request from Feedmyfeeds to take down specific User Content, Feedmyfeeds reserves the right to directly take down such Content or to disable access to the Service.

13. You agree that Feedmyfeeds is not responsible for any Product or Professional Service that is displayed within the Service and originates from a source other than Feedmyfeeds.

All matters relating to the Products or Professional Services are offered by third parties, including, but not limited to, purchase conditions, payment conditions, guarantees, maintenance and delivery, exclusively between you and the third parties. We do not make any guarantees or statements with regard to any Products or Professional Services by third parties. You cannot consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other compensation in connection with such transactions, and we are not liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

Payment

14. All functionalities and features of the Service are paid functionalities (collectively, "Functionalities"). You agree to pay the charges associated with the use of these Functionalities within 30 days after the billing date, unless Feedmyfeeds and you have agreed specifically otherwise. We may suspend or cancel your access to the Service if we do not receive such payment on time. Suspension or cancellation of your access to the Service for non-payment could result in a loss of access and use of Your Account, as well as loss of your User Content stored on the Service.

15. When you use Functionalities from us, you agree that we may begin to provide Functionalities immediately. You will not be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period. Payment for Functionalities (whether these are transactions or subscriptions) is non-refundable.

16. To pay the charges for Functionalities delivered through the Service, you will be asked to provide a payment method at the time you sign up for such Functionalities. You can access and change your billing account information and payment method by contacting Feedmyfeeds. You agree to keep your billing account information current at all times.

17. By providing Feedmyfeeds with a payment method, you

(i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate;

(ii) authorize Feedmyfeeds to charge you for the Functionalities using your payment method; and

(iii) authorize Feedmyfeeds to charge you for the Functionalities.

We will bill you in advance of each billing period (typically a month) and on a recurring basis.

18. We will provide you with an invoice via email. If we make an error on your bill, you must notify us within 30 days after the error first appears on your bill. We will then promptly investigate the charge. You release us from all liability and claims of loss resulting from any error that you do not report to us within 30 days after the error first appears on your online statement and we will not be required to correct the error or provide a refund. If we identify a billing error, we will correct that error within 30 days.

19. Subscription to our Service is renewed automatically each billing period. The charge for each billing period is based on the Functionalities of the Service you use in combination with other factors including, but not limited to, the daily number of images processed in your Feedmyfeeds account. Calculation of the height of the charge is done automatically and can vary each billing period. More information on pricing can be found at www.feedmyfeeds.com/pricing. To stop your subscription, you must cancel the Functionalities before the next billing date to avoid being billed for the renewal. If you cancel your recurring payment option, Your Account will remain active until its next renewal date. In case of cancellation, you will not be given any refund. If you delete Your Account before the end of the paid period, your cancellation will take effect immediately. In case of deletion of your account, you will not be given any refund.

20. Feedmyfeeds may change the price of the Functionalities at any time and will notify you by email at least 15 days before the price change. This does not include the change in subscription because of the factors as stated in paragraph 19. If you do not agree to the price change, you must cancel and stop using the Functionalities before the price change takes effect. If there is a fixed term and price for your Functionalities offer, that price will remain in force for the term.

21. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs.

22. Your right to any payment due to you under the Service is conditioned upon you promptly providing us with all of the information we need to properly make the payment. You must provide us with the information we request before your right to receive the payment accrues. You're responsible for the accuracy of the information you provide and for any taxes and charges you may incur. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce your earned balance without notice to adjust for the previous overpayment.

Intellectual Property Rights

23. All information, documents, graphics, logos, designs, images, photographs, pictures, weblogs, videos, interactive features, text or other content, services or materials (or any part of them) accessible on the Service (the "Materials") are protected by copyright, trade marks, database rights and other intellectual property rights and are owned by or licensed to Feedmyfeeds or are otherwise used by Feedmyfeeds as permitted by applicable law. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right to use the Materials other than as permitted in these Terms. Unless you have permission from the creator or original content supplier, you agree not to download, cache, reproduce, modify, edit, alter or enhance any of the Materials.

24. Feedmyfeeds owns and retains all proprietary rights to the Service and all associated copyrights, trademarks, service marks, brands, patents, object libraries, characters, props or other proprietary rights under law. All of the trademarks, brand and trade names, service marks and logos appearing on the Service are the proprietary intellectual property of the owners of such marks or names and you may not use, modify, remove or otherwise infringe any of such proprietary intellectual property.

25. By agreeing to use the Service you agree to receive newsletters, alerts, promotional and other emails from Feedmyfeeds. You may unsubscribe from these mailing lists as required by law via the Service.

Disclaimers of warranty

26. IMPORTANT DISCLAIMERS OF WARRANTIES:

FEEDMYFEEDS DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONAL ASPECTS OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICE WILL BE AVAILABLE WITHOUT INTERRUPTION, OR AVAILABLE AT ALL, OR THAT TRANSMISSION OF DATA TO AND FROM THE SERVICE WILL OCCUR AT ANY MINIMUM SPEED OR THAT THE SERVICE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FEEDMYFEEDS DOES NOT WARRANT OR REPRESENT THAT ANY CONTENT ASSOCIATED WITH OR USED IN CONNECTION WITH THE SERVICE IS ACCURATE OR ERROR-FREE OR THAT THE USE OF SUCH MATERIAL WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. FEEDMYFEEDS RESERVES THE RIGHT TO CORRECT ANY ERRORS ON IN THE SERVICE.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT EVERYTHING ASSOCIATED WITH THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FEEDMYFEEDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FEEDMYFEEDS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MATERIAL CONTAINED ON THE SERVICE OR RESULTS TO BE OBTAINED FROM USING THE SERVICE. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, FEEDMYFEEDS

DOES NOT MAKE ANY REPRESENTATION ABOUT THE QUALITY OF ANY PRODUCT, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH USE OF THE SERVICE.

Privacy and Security

27. We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms by this reference. You confirm that when using the Service, you consent to your personal data being used and processed in accordance with our Privacy Policy.

Limitation of Liability

28. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) THE USE OF ANY USER CONTENT OR OTHER MATERIALS ON THE SERVICE OR ANY WEBSITE OR WEBSITES OR PLATFORMS LINKED TO THE SERVICE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (F) ANY OTHER MATTER RELATING TO THE SERVICE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU IN THE LAST TERM, IF ANY, FOR ACCESSING THE SERVICE, AND IN NO EVENT EXCEED ONE THOUSAND EURO (€1000.00). IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE SERVICE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Third Party Links

29. The Service may contain links to or allow you to interact with and make use of other independent third-party websites, products or services ("Third-Party Sites, Products and Services"). Access to Third-Party Sites, Products and Services is provided solely as a convenience to our visitors. Such Third-Party Sites, Products and Services are not under Feedmyfeeds's control and Feedmyfeeds does not necessarily endorse the content, advertising, products, services or other materials on or available from such Third-Party Sites,

Products and Services. Your use of any Third-Party Sites, Products and Services may be subject to the third-party provider's terms and conditions and privacy policy and may involve the disclosure or transfer of information from or about you to the third-party provider. You will need to make your own independent judgment regarding your use of and interaction with any Third-Party Sites, Products and Services. You acknowledge and agree that Feedmyfeeds is not responsible for the availability of any Third-Party Sites, Products and Services and that Feedmyfeeds shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or interaction with any Third-Party Sites, Products and Services.

Indemnification

30. You hereby indemnify Feedmyfeeds and undertake to keep Feedmyfeeds indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

Termination; Breach of this Agreement

31. You agree that Feedmyfeeds may, at its sole discretion and without prior notice, terminate your account, terminate your access to the Service, and/or block your future access to the Service. By way of example, but not by way of limitation, we may terminate your account if we determine that you or any of your representations have violated this Agreement or other agreements or guidelines that may be associated with your use of the Service. Feedmyfeeds may also suspend or terminate your access to the Service if you have a free Account and have not accessed it for ninety (90) or more consecutive days, in which case Feedmyfeeds will provide notice of any such suspension or termination at least seven (7) working days prior to the Account being terminated.

32. You may terminate your access to the Service at any time, with or without cause. Information on how to terminate your access to the Service will be provided on request by Feedmyfeeds. Upon any termination of your access to the Service: (i) Your Account may be canceled and closed or suspended and your user identification code and password shall be deactivated; (ii) all User Content uploaded by you shall be removed from the Service;

33. Termination of your User Account shall not relieve you of any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated.

Miscellaneous

34. All terms and conditions of these Terms which are destined (whether expressed or not) to survive the duration or termination of the agreement between the Parties shall so survive.

35. These Terms constitutes the final and complete expression of the Parties' agreement and understanding with respect to the subject matter herein and supersede all other prior agreements.

36. Your use of the Service does not give you any authority to act as an agent, legal representative or employee of Feedmyfeeds or of any third party with whom Feedmyfeeds has a relationship, and you agree not to represent that you are otherwise.

37. Feedmyfeeds may transfer, sub-contract or otherwise deal with Feedmyfeeds's rights and/or obligations under these Terms without notifying you or obtaining your consent. You may not transfer, sub- contract or otherwise deal with your rights and/or obligations under these Terms.

39. These Terms of Use and any renewal and/or modification thereof shall be governed by and construed in accordance with the laws of Spain. Any dispute or difference arising out of or in connection with these Terms shall be the exclusive jurisdiction of the Spanish courts.