

TERMS AND CONDITIONS OF URBYTUS SERVICES

I. Objective

This document has been created with the objective to establish the current terms and conditions for the use of Urbytus Services including (OCM, BizXense, UrBadmin, OPL, Bazaar) all created and owned by Electronbox & PC Doctor SL (here onwards Urbytus), with the following notification address: AP2 Squared SL, Avenida Alcalde Clemente Diaz No 8, Fuengirola, Malaga 29640, email address: info@urbytus.com and registration number B93233013 (inscrita en el Registro Mercantil de Málaga, tomo 5095, Libro: 4002 Folio 112, Hoja MA-116638).

Urbytus reserves the right to modify the present general terms and conditions of use with the aim of satisfying the prevailing law and legislation at any given moment, including other changes required by market conditions.

The current terms and conditions does not exclude the possibility that each portal, due its special services, be subjected to further and particular terms and conditions, here onwards referred to as particular terms and conditions.

The use of the services by the User assumes the acceptance of adherence of the full terms and conditions of the service, available on the Urbytus website and as particular on each website, where applicable and available.

General definition of User: Physical individual or entity, property owner, administrator or its employees, the community staff, tenants, or any other person who accesses the website using a valid username and password, either provided by a third party or directly created by the User itself.

Definition of Client: Physical individual or legal entity, property owner or administrator, its employees and their service providers.

Definition of Webmaster: The property Administrator or anyone else within or outside the community in charge of setting up and managing all the data on the website with the highest access level to the stored information.

II. CONDITIONS OF ACCESS AND USE OF THE SERVICES.

Conditions of Use

The same User conditions apply when using any service in our portal(s).

a) Need to Register

In general, access to the public pages of the Website will not need User registration. However the use of community services for owners and tenants, both suppliers and employees of the community and the employees of Property Administrators is subject to prior registration. This record shall be made by the managing agent, the President or any

other person responsible for the files of the owners, suppliers and employees. The User has access to, and the right to, edit or delete some or all data that is personal and where you do not want to receive communication through the web portal from your Community Manager or person (s) responsible as president, manager or legal representative. Each User when first accessing the site will have to acknowledge agreement to the terms and conditions of use of the Urbytus services in order to become a registered User.

b) Use of the Sites and the Services

You acknowledge and agree that use of the content and / or services offered by each of the sites is at your sole responsibility. The User is responsible for having his/her personal data updated at all times and access to (the) portal (s) to receive and read his/her notifications. The Administrator, or the President (s) or other person (s) responsible for the files do not accept any liability for failure to be able to notify any User if the data or information contacts are not up to date. At all times it is the responsibility of the User to access the Portal (s) to receive the latest news and related information.

The User agrees to use the Portal(s) and all its contents and services in a manner as required by law, standards of morality and public order and these Terms of Use, and if appropriate any Special Conditions, all are applicable. The User also undertakes to make appropriate use of services and / or content of the Website and not to use it for illegal or criminal purposes, or which infringe the rights of others and / or violate the regulations on intellectual property, or any other applicable legal standards.

The User agrees not to transmit, insert, disseminate or make available to third parties any material and information (data content, messages, pictures, audio and video files, photographs, software, etc.) that are contrary to the law, morality, public order and the General Conditions of Use and, if applicable, to the special conditions that apply. By way of example, and in no case limiting or excluding, the User agrees to:

- i. Not to input or circulate content or propaganda of a racist, xenophobic, pornographic or terrorist nature, or that violates human rights.
- ii. Not to introduce or spread computer data programs (viruses and other harmful software) susceptible to cause damage to the computer systems of the ISP, its suppliers or third party users of the Internet.
- iii. Not to broadcast, transmit or make available to third parties any information or content element that undermines fundamental rights and public freedoms recognized in the Constitution and international treaties.
- iv. Not to broadcast, transmit or make available to third parties any information or content element that constitutes unlawful or unfair advertising.
- v. Not to transmit unsolicited or unauthorized advertising, promotional materials, "junk mail," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as commercial areas) that have been specifically designed for it.
- vi. Not to input or spread any false information and content, or to mislead the recipients of the information.
- vii. Not to impersonate other Users using their usernames for different services and / or contents of the Portal.

viii. Not to broadcast, transmit or make available to third parties any information or content element that involves a violation of intellectual property rights, patents, trademarks or copyrights that apply to holders of Urbytus or others.

ix. Not to broadcast, transmit or make available to third parties any information or content element that involves a violation of the secrecy of communications and the Data Protection Act of the country in which the service is being provided in.

x. Not to broadcast, transmit or make available to third parties any information or content element that is private or involves a violation of the secrecy of communications and / or Community law.

3. INTELLECTUAL PROPERTY.

The User acknowledges that all elements of Urbytus and each of the services provided through it, the information and materials contained therein, structure, selection, arrangement and presentation of content and computer programs used in connection with it are protected by intellectual property rights.

Unless authorized by Urbytus or, where appropriate, by third parties holding the relevant rights, or unless it is legally permitted, you may not reproduce, alter, modify, disassemble, reverse engineer, distribute, rent, loan, make available or allow access to the public through any means of communication any of the elements mentioned in the previous paragraph.

In particular, it is strictly forbidden to use text, images, ads and other items included in the web portals of Urbytus for later inclusion in whole or in part, on other websites outside the Site without the prior written permission from Urbytus.

The User must not remove the signs identifying the rights (intellectual, industrial or otherwise) of Urbytus or third parties appearing on the Website and in each of the various services offered through it. Also, the User must not evade or manipulate any technical mechanisms by Urbytus or by third parties, whether on the Site, in any of the Services or any materials, items or information obtained through it, for the protection of those rights.

The User authorizes Urbytus to add Urbytus watermarks (if necessary) to images that you insert into your ad (s) to be posted on the Website in order to avoid unauthorized third parties reproducing, distributing and/or transmitting images without consent.

Urbytus reserves the right to disseminate in third portals, totally or partially, the ads of users as well as other websites, such as social networks or blogs, accepting the advertiser / user that condition.

Simultaneous translation services, map and time services are the tools of Google Inc or other providers, each of which are explicitly indicated. Its provision for free where applicable, without any extra cost is provided under the terms and conditions of use of Google Inc. Google translation services are charged by Google and this charged is passed on to the client.

4. EXCLUSION OF WARRANTIES AND LIABILITY

a) Content and Services Urbytus

Urbytus is solely liable for the services provided by itself and the contents directly originated by Urbytus and identified with its copyright. Such liability shall be excluded in case of force majeure or in the event that the configuration of the user equipment is not adequate for the proper use of the Internet services provided by Urbytus. In any case, for all services provided by Urbytus its liability is limited to a maximum amount of sums (directly related to the current month or year) and directly affected by the use of Urbytus services. Urbytus shall always remain exempt for all liabilities related to consequential damages or loss of profits.

b) Third Party Content and Services

Urbytus and / or (the) Webmaster (s) does not control, approve, nor own content, services, opinions, communications, data, files, products or any kind of information from third parties, natural or legal entities, collected in the Portal . Similarly, it does not guarantee the legality, reliability, usability, reliability, accuracy, completeness or timeliness of the content, information and services of others on the site (s).

Urbytus and / or (the) Webmaster (s) do not control in advance and do not guarantee the absence of viruses or other elements in the content and services provided by third parties through the Website that may introduce changes in the computer system, electronic documents or files from users.

Urbytus and / or the Webmaster (s) will not be liable or indirectly or secondarily, for damages of any kind arising from the use and recruitment of the Content and the Services of third parties on the Website (s) well as the lack of legality, reliability, usability, reliability, accuracy, completeness or timeliness thereof. By way of example, and in no case limiting, will not be liable for damages of any kind arising from a) the infringement of intellectual property rights and defective performance or breach of contractual commitments by others; b) performing acts of unfair competition and illegal advertising, c) inadequacy and failure to meet expectations of the services and content of third parties; d) the vices and defects of any kind of third-party services and content provided through the Portal.

Urbytus and / or (the) Webmaster (s) will not be liable or indirectly or secondarily, for damages of any kind caused to the User as a result of the presence of viruses or other elements in the content and services provided by third parties that may cause alterations in the Users computer system, electronic documents or other files.

The disclaimer stated in the preceding paragraphs shall apply in the event that Urbytus and / or the Webmaster (s) do not have actual knowledge that the activity or information stored is unlawful, harmful or infringing the property rights to a third party. In such cases Urbytus or the webmaster will do their best efforts to remove the information and content or block access to them as soon as they are made aware.

Simultaneous translation services, map and time services are the tools of Google Inc. Its provision for free (where applicable), without any extra cost is provided under the terms and conditions of use of Google Inc.

c) Conduct of Users

Urbytus and / or (the) Webmaster (s) does not guarantee that Users use the contents of the Website and / or services of the same, in accordance with law, morality, public order, or the General Conditions and, where applicable, the particular conditions that may apply. It also does not guarantee the accuracy, completeness and / or authenticity of the data provided by the Users.

Urbytus and / or (the) Webmaster (s) are not responsible, indirectly or secondarily, for damages of any kind arising from the use of the Services and Portal content by Users or that may arise from the lack of honesty, accuracy and / or authenticity of the data or information provided by Users, or the impersonation of a third party by a User in any kind of activity through the Portal. By way of example, and not limited to, Urbytus and / or (the) Webmaster (s) will not be responsible for a) the content, information, opinions and statements of any User or third persons or entities that communicate or exhibit through the Website; b) damages caused to third parties arising from the use by the User of services and content offered c) the damages caused by the lack of truthfulness, accuracy or inaccuracy of the identity Users and all information they provide or make available to other Users; d) of the damages resulting from breaches of any User that affect the rights of other Users or third parties, including copyrights, trademark , patents, confidential information and any other rights of intellectual property.

5. DEVICES TECHNICAL LINK

The Portal provides the web links (in form of hyperlinks) and search tools that may allow Users to access web portal owned by other entities.

You acknowledge and agree that your use of the Services and content of linked Web sites is at your sole risk and responsibility and exonerate Urbytus and / or (the) Webmaster (s) of any responsibility for the technical availability of linked Web portals quality, reliability, accuracy and / or completeness of the services, information, elements and / or content that the User can access, the same applies for the search directories included in Portals.

Urbytus and / or (the) Webmaster (s) shall not be liable for direct or indirect damages of any kind arising from a) the operation, unavailability, inaccessibility and lack of continuity of linked Web sites and / or search directories available, b) the lack of maintenance and updating of content and services contained on the websites linked; c) the lack of quality, inaccurate, unlawful, uselessness of the content and services of linked Web sites.

The disclaimer stated in the preceding paragraphs shall apply in the event that Urbytus and / or the Webmaster (s) do not have actual knowledge that the activity or information stored is unlawful, harmful or infringing the property rights to a third party. In such cases Urbytus or the webmaster will do their best efforts to remove the information and content or block access to them as soon as they are made aware.

Simultaneous translation services, map and time services are the tools of Google Inc. Its provision for free (where applicable), without any extra cost is provided under the terms and conditions of use of Google Inc. Urbytus assumes no responsibility for the lack of service, or charges the customer may receive for using this service.

6. PROTECTION OF PERSONAL DATA

Urbytus

In compliance with the provisions of Law 15/1999 of December 13, Protection of Personal Data and its implementing regulation, 1720/2007, Urbytus informs you that the personal data provided or collected through any of our online forms, in our products web portals, or through any contact emails, will be incorporated into our files registered in the Data Protection Agency for treatment, with the aim of:

Responding to requests for information about our products and services that makes us go through the website and get in touch with you to keep an initial meeting, if desired.

Keeping registered clients informed of developments and new products, tools or special offers on our products and services.

All mandatory information is marked with an asterisk and its omission could result in the inability to process your application, use of our products and service lacking and notices in cases of changes in doorways, new tools and / or damage.

Personal information collected is stored in databases owned by Electronbox & PC Doctor SL. which provides the technical, organizational and security measures to ensure the confidentiality and integrity of information. Also please note that your email address and name will never be disclosed to third parties not involved in the development of our products, their implementation and proper operation.

Similarly, we wish to inform you that you may exercise your rights of access, cancellation, opposition or rectification, through the following means:

Through email info@urbytus.es , include a copy of your government-issued ID, or in person to Urbytus Iberia SL. Avenida Clemente Diaz Ruiz numero 8, Fuengirola Malaga 29640

PORTALS:

Before registering your community and / or add Users Urbytus recommends compliance with the rules on data protection currently existing in your country (e.g Spain; LOPD - Organic Law on Data Protection 15/1999) and in the field of internet and web pages (LSSICE - Companies Act, the Information and Electronic Commerce 34/2002).

Responsibility for data protection of each portal can vary depending on the data controller and the data processor, as the Law says:

Different portals:

a) URBADMIN Portal

The Administration Company is responsible for the file or files and law enforcement and LSSICE LOP.

b) OCM Portal

The obligation to register with the Spanish Agency for Data Protection and comply with Law 15/1999 of December 13, Protection of Personal Data is with the President or other third parties who help manage the site. E.g the Administrator.

c) BizXense Portal

Electronbox & PC Doctor SL. is responsible for this site

7. VARIOUS

a. modifications

Urbytus reserves the right to make any changes it deems appropriate, it may modify, remove or include, unilaterally and without notice, new content and / or services and how they are presented and located.

In OCM portals, each "Webmaster" or "president" can add other specific conditions for their users if they do not affect the conditions and relations between them and Urbytus.

In UrbAdmin portals, each "managing agent" can add other specific conditions provided for users that do not affect the conditions and relations between them and Urbytus.

b. Exclusion Law

Urbytus reserves the right to deny or withdraw access to the Website and / or services offered, without prior notice to the User or any third party, for those Users who may be in breach of these Terms of Use and / or special conditions, if any, are applicable.

c. Minors

In general, to make use of the Portal Services, users below the legal age must obtain prior permission from their parents or legal representatives who will be responsible for all acts performed through the Portal by the children in their care. In those services expressly in point, access will be restricted solely to age 18 years.

8. DURATION, RENEWAL AND TERMINATION

The provision and duration of services and / or contents of Urbytus Portals are determined by the type of contract and services purchased. In the case of any contract / free service, the delivery / services and / or content have an annual duration and is to be renewed annually, also subject to update are any general and special conditions of use. In the case of the contract with the adverts and premium services, the contract period will be one year from the date of it is signed, automatically renewed for equal periods to maturity. A period of 30 working days is required prior to the expiration of the contract to advise of termination. If the intention not to renew is not expressed, it shall be automatically renewed for the same period initially agreed. Without limiting the foregoing, Urbytus is empowered to terminate, suspend or terminate unilaterally, at any time and without notice, the service and the Website and / or any of the services, without prejudice.

LAW AND JURISDICTION

All matters relating to the Site are governed by Spanish law and are subject to the jurisdiction of the Courts and Tribunals of Fuengirola, Málaga, Spain.

CONDITIONS OF USE AND SERVICE CONTRACT ANNOUNCEMENTS.

1. Conditions of Contract.

- a) This document is to establish the conditions of use of the portals provided by Urbytus.
- b) The use of additional services implies and expresses adhesion and express acceptance of the User of these Conditions of Use and Online via the Service Contract and the Terms of Use of Portal, both documents constituting the GTC formalized governing the relationship between the user and Urbytus hereinafter the GENERAL TERMS and Conditions(GTC). You agree as valid via online acceptance of the GENERAL TERMS AND CONDITIONS.
- c) In case of discrepancy between the General Conditions and the Special Conditions of Use and Online version, the online version shall always be applicable.

2. Description of Service

- a) The Service is hosting one or more Internet portals for communities of owners and placing advertisements in the / the website (s), where applicable. Also, in certain categories, it offers customers the possibility of hiring a product that allows the publication of the ads in Urbytus portals and simultaneously in other portal(s) belonging to Urbytus or other third parties with which Urbytus has an agreement.
- b) The Client and / or Webmasters know and accept that in the portal hosted Urbytus it is not possible to charge the owners or tenants any advertising fees. Due to different service plans and Urbytus portal, the user may receive email announcements or see ads on pages or receive communications from the Portal.
- c) In the Platinum versions (portals with contracted annual fee) or OCM UrbAdmin, the Community Manager or the Administrator may charge sponsors or advertisers directly for displaying their advertisements on the OCM websites.
- d) In the free and Premium versions of any Urbytus product, you agree to receive communications and promotions by Urbytus.

3. Service Procurement Procedure

- a) To create the portal of your community (OCM) and / or Management Company (UrbAdmin) the user must complete the registration form as a Client User. Once completed Urbytus will send you a confirmation email.
- b) From that time the User's data will be stored in our database.

c) Once Urbytus receives the full amount of the service fee, the user can access the inclusion of users and other community data.

4. Posting of Ads

In general, the publication of ads in the Portals of Urbytus is subject to the following Terms and Conditions:

a) Completing all sections of the required fields. A valid email address and name of the owner. In the event where available and applicable, contact telephone number, should be stated explicitly in the ad.

b) Do not exceed the maximum limit of the field of ad text.

c) Describe the article posted on the ad title: The title of your article must describe the item clearly. Do not use unnecessary keywords in the ad and / or superlative expressions and / or exaggerated claims like "dirt cheap computer ". Also, not allowed is the use of exclamations marks or any other unnecessary punctuation that is not part of the name or make of an advertised item.

d) No duplicates and no Ads to be repeated in multiple instances. The user must delete the announcement previously inserted before inserting a new ad of the same type. It is not permitted to insert the same advertisement in another province or in another category that is not applicable.

e) Each advertisement must relate to products in the same category: You can insert multiple items from different categories in the same ad.

f) No Announcements to be published that can be considered illegal or shocking.

g) Not permitted are ads published on the following items: Industrial products, health products, drugs or pseudo drugs, cosmetics, or standard registration papers, certain alcohols and snuff.

h) No Ads published on firearms or any product, service or information that may be contrary to law, morals, public order or the editorial standards of the Portal.

i) Users are not allowed to publish ads that include pirated and / or counterfeit items. By way of example but not limited to, Users are prohibited from placing advertisements of illegal copies, counterfeit and pirated items like software, watches, clothing, accessories, perfumes and any other similar product. In the case of ads for DVD movies, video games, computers and television program cards for payment, or items with similar characteristics, the Advertiser shall indicate in the text of the ad that the products are original. Spanish law prohibits and punishes (with imprisonment and a fine) advertisers that sell pirated or counterfeit goods.

j) The Ad links and images should describe the advertised item. Consequently Users are not allowed to link to pages that do not provide additional information about the product or service advertised and must not link to other auction websites or any other website dedicated to ads.

k) Urbytus reserves the right to refuse or remove any posting without compensation, including pictures with URL (Internet address) or phone numbers.

l) Urbytus reserves the right to refuse or remove any posting without compensation items with contact phone numbers of a Premium payment type (type 80x).

m) Urbytus reserves the right to refuse or remove any posting without compensation to other forms of contact (eg SMS, etc ...).

n) No advertisements will be published on our forums or task board messages.

5. Limitation of Liability - Urbytus

a) You acknowledge and agree that the maximum liability of Urbytus for provision of its services is as follows: If Urbytus, or any of its portals, stops working, for technical reasons or otherwise, or any other cause, the maximum liability is limited to extend the contract for the days for which the user was without service and, if this is not possible or if Urbytus so decides, to refund of the proportional share of the annual cost of the service concerned.

b) You acknowledge and agree that the maximum liability of Urbytus for the inclusion of advertisements on its portal(s) is: If not inserted on schedule, if the ad is not inserted in the manner and terms agreed upon, either for technical reasons or otherwise, or any other cause, the maximum liability is limited to subsequent reintegration of the advertising in a similar position and if this is not possible or if Urbytus decided so, to refund of the proportional part of the price actually paid by the User.

c) In no case is Urbytus liable for other damages, whether actual, consequential, or otherwise, or for loss of profit that the user might have suffered due to lack of timely publication and / or incorrectness of any ad.

d) Urbytus is not liable for delays, erroneous publication nor lack of publication of the notice that is caused by events or circumstances beyond its control, including, by way of example and not limited to; governmental action, fire, flood, insurrection, earthquake, technical failure, riot, explosion, embargo, legal or illegal, or shortage of material, transportation interruption of any kind or any other circumstances beyond the control of Urbytus.

6. User Representations and Warranties

a) Acceptance into the Portal is made in consideration of these representations and warranties that the User performs.

b) The User is entitled to publish content without infringing the Law and any third party rights, including the rights of intellectual property. The User must obtain all permits, public or private, and make all payments for the use of rights of intellectual property that are contained in the content. The User acknowledges that Urbytus has agreed to make the inclusion of content on the basis of this demonstration and warranty.

c) The inclusion of advertisements on the Site should not constitute a breach or violation of any legal and / or contractual term by the User.

d) The user is solely and directly responsible to other users and any third parties involved. Thus, by way of example and in no case limited to; Urbytus will not be liable, either directly or indirectly, for any damages of any kind that may arise from Users of the Website and / or third parties for the lack of veracity, accuracy and / or authenticity, legality of data or information on the Site and its contents.

e) You acknowledge and agree that any agreement which, if any, is agreed by the Users for use of third parties content or services through the site, are considered to be made solely between the User and the third party. Accordingly, you agree that Urbytus has no liability, either directly or indirectly, for any loss or damage of any kind caused to the Users as a result of negotiations, discussions and / or contractual arrangements or contractual relationships they formalize with the third party.

f) In any case, the user agrees to indemnify Urbytus immediately, for all costs, expenses, damages and losses of any kind (including attorneys' fees and solicitors), incurred as a result of any claims, actual or threatened, of any kind, on the publication or communication to the public of its contents, including those based on violation of rights of industrial or intellectual property, libel, defamation, breach of duty confidentiality, disclosure of secrets, breach of any statutory or regulatory duty and / or illegal, false or misleading.

7. Right to modify and reject Urbytus service provision

a) Urbytus is under no obligation to pre-screen the content of any website, and any review or approval made by Urbytus is not to be construed as acceptance that the content complies with the terms of the GENERAL TERMS AND CONDITIONS.

b) Urbytus reserves the right, exercisable at any time on a discretionary basis, to:

i. Reject any ad, the ad insertion order, or change location.

ii. Remove any announcement, Portal or any of its content pages.

iii. Modify the fields of advertising, website content if not meeting standards set by Urbytus, or in order to give more quality to it and according to the following limitations: Urbytus may modify the spelling of text, the category of the product if has been misclassified, the province should it not match the given city, and the title of the content or advertisement if it should contain any of the words not allowed by the terms and conditions for inserting an advertising; such as exaggerated titles, exclamations, etc.. In all other cases, if the ad does not meet any of the terms and conditions, it will be rejected and an email sent which will indicate the reasons for rejection and instructions to fix this.

8. General

Urbytus reserves the right to make any changes it deems necessary in its General Terms and Conditions as well as service prices.

Prices of services for each of the procedures are set out in the relevant pages of the Site for each service and shall be valid during the time that they remain accessible to the User.

In general, Urbytus advises that the signup procedure of the Service and any contractual documents governing the formalized relationship will be in Spanish and although copies maybe provided in other languages, the Spanish version will always be taken as the absolute.

The GENERAL TERMS AND CONDITIONS that govern the relationship between the User and Urbytus shall apply from the beginning of the Online signup Service indicated in this document until the end of the period of time for which they are engaged or insertion Ad / s in any Urbytus portals.

The use and signup services are subject to the Privacy Policy of the Site.

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All internet services such as domain name, email, hosting, etc., are all based on an annual contract and will be paid in full if the client decides to cancel it before the deadline. Service fees shall not increase more than they can be increased by the rate of annual inflation in Spain.

If the client does not agree with any of the items on the invoice, they must inform the company in writing within 10 days of the invoice date. After this time it is assumed that the client has accepted the bill. Invoices must be paid within 15 days from the date of invoice. The company reserves the right to charge additional administration fees, after the end of the voluntary payment date if the customer has not paid his debt.

Any physical document obtained for legal purposes must be stamped and signed by an officer of the company or the company lawyer. The lack of any of these requirements voids the validity of any document. Either party may terminate this Agreement at any desired time, giving a period of one month prior notice to the other party.

Urbytus, reserves the right to change prices and conditions of sale and warranty without notice. The current terms of service assurance will always be available on the Urbytus website.

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