

## TERMS & CONDITIONS

The following terms and conditions of the Membership agreement (“Agreement”) govern your (“You” or the “Member”) membership in Bravia.Club, managed by **Bravia Inversiones y Gestiones, S.L**, a company incorporated in Spain, represented by Director **Victoriano Ramos Valentin** (“Company”). The Member and the Company each are “Party” and, together, the “Parties” to this Agreement agree as follows:

## DEFINITIONS

1. In this Agreement, the following words are defined:

**Agreement** – This Membership Agreement and any Accompanying agreements.

**Accompanying agreements** – any agreements, signed between Company and Member, for provision of Privilege to Member.

**Club fee** – a fee, including Joining fee, payable by Member to Company for additional Privileges in accordance with Privilege List.

**Company** - Bravia Inversiones y Gestiones, S.L, a company incorporated in Spain

**Joining fee** – an obligated fee payable by Member to company for the Membership.

**Member** – natural person signs this Agreement by means of electronic acceptance of its terms and conditions at website [bravia.club](http://bravia.club), receiving certain Privileges.

**Membership** – contractual relations between Company and Member in relation to Membership in Bravia.Club.

**Privileges** - service or product received by the Member during Membership.

**Privilege list** – a document with description of Privileges, available at website [bravia.club](http://bravia.club), that may be amended from time to time by the Company.

## PRINCIPAL TERMS

2. This agreement commences once you have indicated your acceptance of this Terms and Conditions during sign up process at website [bravia.club](http://bravia.club). If you did not start to use Club Privileges, you have 14 full days after signup to cancel this agreement for any reason. To exercise this right, you must send termination notice to Company by post, email or telephone or through the website [bravia.club](http://bravia.club). If you exercise this right to terminate this Agreement in accordance with this section, Company will reimburse you all joining membership fee payment received from you using the same means of payment you used for the initial transaction.
3. The Member undertakes to provide reliable information about himself, as well as to inform the Company of any changes to previously provided information. Company guarantees that it will take all possible measures to protect those personal data provided by You. All information provided by You will be strictly confidential and will not be, except as required by applicable law, without Your permission, neither for what other purposes, other than ensure high quality Membership.

4. Your membership starts immediately from the moment of acceptance of these terms on the website brava.club.
5. You will be entitled to all the rights and privileges exercisable in accordance with amount of Club fee made by Member. Description of Privileges and amounts of Club fee are stated in Privilege List. Delivery of privileges shall be made in accordance with Privilege List.
6. Member is entitled to receive extra privilege by payment of Club fee related to such Privilege in accordance with Privilege list. Member shall submit a request to Company through website bravia.club. Member acknowledges and agrees that this Agreement shall be renewed on the same Term of Membership on the next day after the payment of Club fee.
7. Member shall comply with any applicable terms and conditions, policies of any third party that provide services to Member and/or Company in relation to this Agreement, including banks, payment and other financial institutions, mobile telecommunication operators, insurers.
8. The Member agrees that the Company is entitled to withhold from the amount of the Joining fee the amount of damages and terminate this Agreement by sending notification to the Member if any actions or inaction of the Participant harms the business reputation of the Company. If the Company does not terminate the Agreement in accordance with this section, the Member shall make payment to recover the amount of Joining fee within 5 working days from the day of such notification.

#### **FEES AND CHARGES**

9. The Joining Fee is due from you to Company, is payable immediately and is not refundable other than due to cancellation under the section 2 above or in the event of breach or negligence by Company.
10. You agree to advise us promptly of any change to the Members Details provided.

#### **LIMITATION OF LIABILITY**

11. The Company shall not be liable for quality of Privileges received by the Member. Member shall bring claims in relation of quality of privileges to service providers of such privileges or manufacturers of products transfer of which is considered as Privilege.
12. The Company shall be liable only for the timely payment to the service provider of manufacturer of the Privilege in accordance with conditions of Privilege list.
13. In all cases, the total for the entire period the compensation of the Company for violation of its obligations to Member under this Agreement is limited to the amount of the Joining fee.

#### **FORCE MAJEURE**

14. The Party shall be released from liability for full or partial default of obligations under the Agreement in the event that failure to fulfill obligations was a consequence of acts of force majeure, namely: fire, flood, earthquake, strike, war, actions of public authorities or other circumstances beyond the control of the Parties (circumstances of force majeure).
15. A Party that is unable to fulfill its obligations under the Agreement shall, in a timely manner, but no later than 10 calendar days after the occurrence of force majeure circumstances, notify the other Party indicating the occurrence and duration of the above-mentioned circumstances. In this case, the term of performance of obligations under this Agreement must be extended on the basis of the consequences of force majeure circumstances.
16. The Parties recognise that the insolvency of the Parties is not a force majeure circumstance.

### **TERM OF THE AGREEMENT**

17. Term of your Membership is 1 (one year). Your Membership is automatically renewing on the same term if you didn't notify the Company about termination a 30 days before the end of the Term of your Membership.
18. This agreement can be terminated by the Member only in accordance with section 2, 17, 25 or if Company commit violation of the Agreement including if Company does not make payments for Privileges for Members to service providers or manufacturers in accordance with this Agreement and Privilege list.
19. In case of early termination of this Agreement by the Member, the Member shall return any products received by the Member as a Privilege under this Agreement to the Company, and the Company shall return to the Member the Joining fee less the cost of the Privileges provided in the form of payment for services to third parties. If the Member refuses to return any products provided by the Company as a Privilege, the Company has the right to deduct the cost of such products from the amount of the Joining fee. If the Member took part in any promotional events organized by the Company and received a remuneration or bonus for such participation, the Company is entitled to deduct the amount of such remuneration or bonus from the amount of the Joining fee.
20. The Company is entitled to terminate this Agreement if the Member is inactive during 18 months, including but not limited, does not visit any events organized by the Company, or does not communicate with the Company by means of messages on the website [bravia.club](http://bravia.club) and/or by e-mail stated during registration on the website [bravia.club](http://bravia.club). All Club fees made by the Member are retained by the Company until the Member communicate to the Company, provided that the Company is entitled to refuse to return money until the Member's identity will be verified in accordance with Company's KYC/AML Policy available at [bravia.club](http://bravia.club) website.

## **GOVERNING LAW AND JURISDICTION**

21. This agreement shall be governed, construed, and enforced in accordance with the law of Spain.
22. All disputes and differences arising between the Parties are to be settled by the Parties through negotiations.
23. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receiving.
24. If the reply to the claim is not received by the sending Party within 10 (ten) calendar days from the date of the communication, or if the Parties do not come to an agreement on the arisen claims and / or disagreements on a mandatory pre-trial basis, the dispute shall be transfer to the state courts of Almeria, Spain.

## **GENERAL TERMS**

25. No party can assign, transfer or sub-contract his rights and obligations under this Agreement without the prior written consent of the other party, which cannot be unreasonably withheld.
26. The Company is entitled to make any changes, amendments or alterations to this Agreement without prior written consent of the Member. Member is entitled to terminate this agreement within 14 days form the day of such changes being occurred, provided that Company shall reimburse Joining fee in proportion of remaining term of the Agreement. However, change of Privilege list shall not be considered as changes to the Agreement that grant right to terminate the Agreement to the Member.
27. No third party has the right to enforce or rely on any provision of this Agreement.
28. No delay, act or omission by a party in exercising any right or remedy is a waiver of that, or any other, right or remedy unless the parties agree differently.
29. Provisions of this Agreement which are stated or intended to continue in force after this Agreement ends will do so.
30. If any court or competent authority decides that any part of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that part will be deemed deleted so far as necessary without affecting the other parts of this Agreement, which will continue to be valid and enforceable.
31. Any notice to be delivered under this Agreement must be in writing and sent by email to the other party's main business email address as notified to the sending Party, or through the website [bravia.club](http://bravia.club).

## **DETAILS OF THE COMPANY**

**Bravia Inversiones y Gestiones, S.L**  
NIF B04885802

**Domicilio social** FEDERICO GARCIA LORCA, 81 BA - 04004 Almería (Almería)

**Domicilio fiscal** FEDERICO GARCIA LORCA, 81 BA - 04004 Almería (Almería)