

GOONDER APPLICATION TERMS AND CONDITIONS

OBJECTIVE.

The following terms and conditions ("***Terms and Conditions***") regulate the download and use of the application GOONDER ("***the Application***" and/or "***Goonder***") which a licensee of Goonder Spain, S.L. ("***provider of the service***"), a Spanish company with C.I.F. B87840393 and physical address Avenida del Mediterráneo 11, 3ºE, 28007, Madrid, (Spain), and registered in the Madrid Mercantile Register in volume 36.139, folio 160, section 8, page M649366, registration 1ª.

The activity developed by the Provider of the Service through the Application is that of proposing investment opportunities generated by a developed algorithm — exclusive property of Goonder, so that Goonder's users can become investors and make financial investments through a Broker-Dealer associated with Goonder ("***the Service***").

In addition to these Terms and Conditions, other documents and specific conditions that may need to be read and accepted by users may be necessary so that Services can be provided.

DESCRIPTION OF SERVICES AND OPERATIONS

Goonder is an application designed and directed at new investors who have little interest in traditional stock market trading. Goonder offers investment recommendations based on each client's profile, who will not receive extensive technical analysis about companies, but simple buying and selling recommendations, which will be accepted or rejected in a simple manner within the application. Its objective is to bring people closer to financial markets. Goonder breaks the barriers that generate information that can be overwhelming to process, and some of the distrust with the financial markets and their opacity and complexity.

It's an Application that is easy to use and is supported by complex and evolving algorithms that use not only classical investment parameters, but also non-financial parameters that are facilitated by information provided by the investor. Goonder proposes a certain amount of daily opportunities for its users ("***technical recommendations***") based on the characteristics of the investor's profile, which the user has previously defined during the initial registration period.

OPERATIONS

Goonder is a free service with which the user can become an investor. Goonder offers users two ways to enjoy the world of investment: Real Mode and Virtual Mode.

Real Mode: When acting on "real" mode, the investor has the possibility of investing through our associated broker, Esfera Capital Securities Agency, registered in the National Securities Commission Register, with the number 252. (***ESFERA CAPITAL*** or "***the Broker***"), based on technical recommendations generated by Goonder. In case the user wants to go through with these recommendations, he must select with recommendations he'd like to carry out and the amount he'd like to designate to each of these. **It is important to highlight that once an investor selects recommendations from Goonder, the investor exits the setting and connects to the settings of the broker associated with Goonder, where the user will have to confirm the selected operations.** Before carrying out the final order, the Broker will request registration information from the investor to confirm that the user

registers with the Broker correctly. If the Broker detects that this is a new user, he will be requested to register, fills in the corresponding form, and provides the information necessary for operations. **It is the user's responsibility to read through the general conditions and/or other contracts provided by the Broker as these do not form part of the investor—Goonder relation, but the legal relation between the investor and the Broker.** From the moment the investor accesses the Broker's side, the legal and commercial relationship corresponding with the actions the investor carries out is between the Broker and the investor, without Goonder's participation.

Under no circumstances does Goonder act on behalf of or in the name of the investor. Goonder only makes certain technical recommendations available that arrive daily through the Goonder Application.

Technical recommendations provided by Goonder consist of the following information:

- Name of the company or entity for which investment is recommended and a descriptive text about the company or entity.
- Return: Expected profitability according to the algorithm's estimate.
- In: price suggested for stock purchase.
- Out: price the Broker will send to the market to close the deal.
- Stop: price at which the Broker will send the order to the market, selling at the best price available in the market.
- E.T.A.: Average time in which this kind of recommendation is usually due.

The in, out, and stop values are values within a certain range. The broker that carries out the operations will do so in a way that meets the parameters indicated within the market's conditions. The dispatch of an order to a broker does not guarantee that it will be carried out, as its carrying out depends on the supply and demand that exists in official stock markets.

Virtual Mode: When acting on "Virtual" mode, the investor turns his interaction with Goonder into an investment game in which in no case is any of the investor's actual money is invested, instead the investor sees simulated sums. In Virtual Mode the investor will select stocks he'd like to purchase, decide on an amount to invest in and, instead of connecting to the Broker's Application to purchase actual stock, will conduct a simulated purchase of stocks within the application.

TECHNICAL REQUIREMENTS

- iOS: iPhone 4s, 5, 5s, 6, 6 Plus, 6s, 6s Plus, 7, 7 Plus. With OS 7 and so on.
- Android: API 19 and so on. 4.4.2 KitKat.
- Connection to the internet, data downloads.

ACCESS TO THE APPLICATION

- In order to access the Service, it is necessary that the user completes the [Application registry](#) form and provides the information requested in the corresponding forms (the information obtained through this process will be protected according the **Privacy Policy** described below).
- The mere registration to the Goonder Application implies acquiring the condition of a user, which means the acceptance of these Terms and Conditions, as well as terms and conditions that could come up on a case by case basis.

- Access to the Application is free. Goonder does not apply charges of any kind to the user.
- Goonder will be able to modify the presentation and configuration of the Application at any time, as well as modify the Terms and Conditions of the Service. Any changes of this kind will be promptly communicated to users through an email using the same address provided in the registration form.
- This Application is directed to physical persons who are 18 years of age or older. Notwithstanding the user's place of residence, all Services and relations between the Provider of the Service and users will remain subject to Spanish legislation.
- The Service Provider will be able to stop, suspend or remove at any time and without previous warning, access to the Application to users who do not comply with the current Terms and Conditions and/or any specific norms that may apply.
- The password chosen by the user to register is an identifying and enabling element necessary to access the Application. It will be non-transferable and unique. The user is obligated to practice due diligence in the conservation and protection of the password, assuming the consequences that could occur from the use of the password by a third party.
- The user must use the Application in a diligent manner and in compliance with its Terms and Conditions.
- The user is responsible for the usage of the Services accessible through the Application and likewise, will hold the Service Provider harmless due to any complaint, sanction, or lawsuit brought about by a third party as a consequence of the failure to fulfill the Terms and Conditions mentioned and/or the violation of any of the rights by the user during the use of the Application.
- The user must provide truthful, exact, complete, and current information and must not use false identities or forge the identity of third parties. Additionally, the user will not introduce or disseminate information that is defamatory, injurious, obscene, threatening, xenophobic, that incites violence or discrimination, or that violates morals and/or public order or content that violates intellectual property rights, third-party industry or company secrets, and any content in general that is does not hold the right to be used by third parties.
- The user will not introduce, store, or disseminate any software, data, virus, code, hardware or other electrical or physical device to the Application that could cause damage to the Application.
- In case any user or third party considers that there are acts or circumstances that could involve illicit characteristics or that are opposite the Terms and Conditions, or have knowledge about content, activities, or damaging behaviors that go against these or other regulations that could apply or that have damaged their rights or those of a third party, they will be able to report such acts by sending a notice to info@goonder.com.
- Likewise, Goonder reminds users that the Services have the duty to collaborate with public authorities that require it, and will provide the data of the users of the Application in accordance with the procedures established to this effect under Spanish law, and in particular with the 10/2010 Act of April 28, the prevention of money laundering and financing of terrorism.

INTELLECTUAL AND CULTURAL PROPERTY

The Service Provider holds all corresponding licenses and/or authorizations for rights and use of the intellectual and industrial property of the Application, its contents, services (including, without limitations, databases, images, photography, drawings, graphics, games, text files, audio, video, and software), including the branding, trademark, brand name or other distinguishing emblem, software, computer programs or databases that form or have been a part of the Application at any time.

Under no circumstances shall it be understood that access to and use of the Application Goonder implies the forfeit, transmission, licensing or transfer of all or part of these rights.

Likewise, the modification, copy, reutilization, utilization, reproduction, public communication, or secondary or subsequent publishing, file uploading, email messaging, transmission, use, processing, or distributing all or part of the contents included in the Goonder Application unless the Service Provider or title holder of the rights explicitly allows it.

CUSTOMER SERVICE

In case of incidents, doubts or questions relating to the Services offered you can contact us through the email info@goonder.com.

PRIVACY POLICY

Your privacy is important to us. We recommend taking a few minutes to read, understand, and, if applicable, accept our Privacy Policy.

This service, as well as the personal information that is collected through it in the Application, are the responsibility of Goonder Spain, S.L., a Spanish Association with CIF B87840393 and physical address Avenida del Mediterráneo 11, 3ºE, 28007, Madrid, (Spain), and registered in the Madrid Mercantile Register in volume 36.139, folio 160, section 8, page M649366, registration 1ª.

For any doubt, question and/or matters concerning rights to privacy contact: dpo@goonder.com

What information does GONDER SPAIN, S.L. process?

1.- Information provided by the user:

Name and last name/surname, email, and investment characteristics.

2.- Data that is not directly provided by the user, resulting from the application of algorithms (inferred context information):

It's true that, increasingly, companies use information that has not been directly provided by the owner of this information. This information, known as "inferred context," is the information resulting from the application of algorithms to analyze a variety of data, use of the application, interests, etc.

To what purpose does GOONDER SPAIN, S.L. process Users' personal information?

GOONDER SPAIN, S.L. processes information with the following purposes, the established maintenance periods, and the limits of the services provided described below.

1.Managing the Services employed and maintaining a positive contractual relationship.

The rejection of this purpose will result in GOONDER's inability to register the contract(s) and to administer the solicited Services.

The personal information provided will be maintained as long as there is a mercantile relationship.

2.- Informing users about opportunities, news, and/or promotions associated with the services described in the Application and proceed to send it through the channels of communication established for this effect and provided to the Service Provider by users.

The rejection of this purpose will result in GOONDER's inability to register the contract(s) and to administer the solicited Services.

The personal information provided will be maintained while you do not solicit its [elimination](#) and/or for a 12 month period from the most recent confirmation of interest.

3.- To authenticate and authorize the user's access to our Services.

The rejection of this purpose will result in GOONDER's inability to register the contract(s) and to administer the solicited Services.

The personal information provided will be maintained as long as there is a mercantile relationship.

4.- The production of profiles to devise business plans, profitability, and the optimization of GOONDER resources.

We inform you that you can limit this purpose by not consenting to it.

The personal information provided will be kept as long as you do not request its [elimination](#) and/or a 12 month period has passed since the last confirmation of interest.

What are the rights of users who provide us their information?

If you have any doubts, [contact us](#): dpo@goonder.com

The rights of our Users regarding the processing of their personal information with relation to GOONDER SPAIN, S.L. are:

- [The right to solicit access to](#) your personal information
- [The right to request its correction or elimination](#)
- [The right to solicit the limitation of its processing](#)
- [The right to oppose to its processing](#)
- [The right to data portability](#) of the information
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What does the right to access consist of?

The User will have the right to obtain confirmation from GOONDER SPAIN, S.L. about whether or not personal data is being processed that is of interest to them, and the following information: the aims of the data to be processed; the categories of data to be processed; the addressee or type of addressee to which this data has been communicated or will be communicated to; when possible, the expected period during which the data will be maintained, and if not possible, the criteria to be used to determine this period; the existence of the right to solicit the correction, elimination of personal data or the limitation of data processing relating to the user, or to be opposed to said processing from GOONDER SPAIN, S.L.

In such cases GOONDER SPAIN, S.L. will make a copy of the personal data that has been processed available. In addition, when it is solicited through electronic means, the information will be provided through an electronic format that is of common use.

The User will be able to exercise this right every six months, unless there is a legitimate reason to solicit more than once during the six month period.

In case there are solicitations that are overtly unfounded or excessive, especially if they are repetitive, GOONDER SPAIN, S.L. can charge a fee that compensates the administrative costs of tending to this request or acting accordingly in a way that corresponds to the actual processing of the request.

GOONDER SPAIN, S.L. will inform about courses of action for the request made within a period of one month (which could extend to two more months if the requests are especially complex, and this will be announced within the first month). If GOONDER SPAIN, S.L. decides not to tend to a request, this will be communicated with you, and reasons for the decision will be given within a period of one month from when the request was presented.

[Click here to make a request regarding right to access](#)

What does the right to correction of information consist of?

The user will have the right to obtain the correction of inaccurate personal data that pertains to them from GOONDER SPAIN, S.L. In addition, keeping the aims of data processing in mind, the user will have the right to complete personal data that is incomplete, even making an additional declaration. For this, in the request you will have to let us know the data to which you refer and what is to be corrected; when it is necessary, you will have to present supporting documentation about the inaccuracy or incomplete character of the data that has been subject to processing.

[Click here to request the right to correction](#)

What does the right to elimination (also known as the "right to digital oblivion") consist of?

The user will have to right to obtain the elimination of personal data from GOONDER SPAIN S.L. when following circumstances occur: if they are not necessary regarding the purpose for which they were gathered or processed; if consent has been removed and the processing is not based on another legal ground; if the user is opposed to processing and there are no longer any legitimate motives for processing; that the data has been processed in an illicit manner, in relation to the direct offer to children, of services from the information society.

When the elimination is derived through the exercise of the right to oppose direct marketing, GOONDER SPAIN, S.L. may save your identifying information to prevent future processing for direct marketing purposes.

When GOONDER SPAIN, S.L. has made personal data public and is obligated to eliminate such data, keeping available technology in mind and the cost of its applications, will adopt reasonable measures, including technical measures, with the intention to inform responsible parties that may be processing personal data of the elimination of any link to that personal data, or any other copy or replica of it.

The former will not apply: to exercise the right to freedom of expression and information; for the compliance of a legal obligation that requires data processing, or for the fulfillment of a task that has been completed for public interest or the exercise of public powers that have been given to the person responsible; for reasons concerning the public interest, for scientific or historical investigations, or for the collection of statistics, in case the right to elimination makes it impossible or causes serious obstacles for these objectives; for reasons relating to public interest in the

field of public health, and/or for the formulation and exercise or the defense of claims.

[Click here to request the right to elimination.](#)

What does the right to limit data processing consist of?

The user will have the right to request the limitation of data processing of their data from GOONDER SPAIN, S.L. when the following conditions apply:

- a. when the accuracy of personal data has been impugned, during the time GOONDER SPAIN, S.L. can verify the accuracy thereof;
- b. in the event that the processing is illicit and GOONDER SPAIN, S.L. has objected to the elimination of personal data and seeks a limitation of its use instead;
- c. that GOONDER SPAIN, S.L. no longer needs the personal data for the purpose of data processing, but the User needs it for the formulation, exercise of, or defense of claims;
- d. in the event that the User has opposed the data processing, while investigating whether or not the motives of GOONDER SPAIN, S.L. prevail over those of the user.

When the User has obtained the right to limitation of data processing in accordance to this paragraph, they will be informed by GOONDER SPAIN, S.L. before the lifting of said limitation.

GOONDER SPAIN, S.L. will communicate any correction or elimination of personal data or limitation of data processing to each addressee that may have been communicated this personal data, unless it is deemed impossible or entails a disproportionate amount of effort. GOONDER SPAIN, S.L. will inform interested parties about the said addressees if this is requested.

What does the right to data portability consist of?

The User will have the right to receive personal data that concerns them, which they have provided to GOONDER SPAIN, S.L., in a structured format, of common use and that is machine-readable, and to transmit it to another person responsible for data processing without GOONDER SPAIN, S.L.'s hampering when: the data processing is consented upon, and is carried out through automated means.

When exercising your right to data portability, you will have the right for the personal data to be transmitted directly from the person(s) responsible when it is technically possible.

The exercise of this right shall be understood as not causing damage to the authorization conceded by the right to elimination.

The right to data portability will not extend to data that GOONDER SPAIN, S.L. may have inferred through data that has been directly provided through the use of GOONDER SPAIN, S.L. from the services provided.

What does the right to opposition consist of?

The User will have the right to oppose the processing of data that concerns them at any time, including during the creation of profiles.

In case the User exercises this right, GOONDER SPAIN, S.L. will stop processing this personal data, unless there are overriding and legitimate reasons for the processing

to continue despite the interests, rights and liberties, or for the formulation, of the exercise or defense from complaints.

When the data processing of this personal data is meant for direct marketing (a type of publicity that uses one or more methods to communicate directly with an objective public and obtain a measurable response), the user will have the right to oppose to data processing that concerns them, including the creation of profiles as long as this is related with the aforementioned marketing.

When there is opposition to the aims of direct marketing, the personal data will stop being processed for said aims, unless it is necessary to complete a task that is carried out for the public interest.

What rights does the User have regarding automated individual decisions?

Regarding automated individual decisions, including the creation of profiles, the User will have the right not to be subjected to a decision based solely on automated data processing, including the creation of profiles, unless it is necessary for the observance or execution of a contract; it is authorized by law and likewise establishes proper measures to safeguard the rights and liberties and interests thereof, or is based on explicit consent.

In the cases in which it is necessary for the observance or execution of a contract and/or there is consent, GOONDER SPAIN, S.L. will adopt adequate measures to safeguard the rights and liberties of the User and their legitimate interests, giving them—at least—, the right to obtain human intervention from GOONDER SPAIN, S.L., as well as to express their point of view and refute the decision.

[Click here to request the exercise the right to elimination](#)

In addition, we inform the interested parties that they can contact the [Spanish Agency For Protection of Data](#) to obtain additional information about their rights.

We also inform, in the case that consent has been given for a particular purpose, that the User has the right to withdraw their consent at any time, without having an effect on the lawful data processing that took place during the previous period of consent.

Likewise, we inform the User that they can present a claim to the Supervisory Body in matters of the proper Protection of Data, especially if they are not satisfied with the results obtained after they have exercised their rights.

DURATION

The provision of Services through the Application, in principle, has an indefinite duration. The Service Provider can nevertheless bring Services to an end or suspend them, without damage to what has been decreed with respect to the corresponding Particular Conditions. When this is reasonably possible, you will be warned before the end or suspension of the provision of Services through the Application or through the many modes of contact provided by users as well as through various social channels used by the Service Provider.

APPLICABLE LAW

This current contract is governed through Spanish legislation. Users are advised that they will have to comply with fiscal obligations that correspond with application legislation.

JURISDICTION

For any argument that may arise because of the services provided or the interpretation and application of these Terms, both parties are subject to the Courts and Tribunals of Madrid capital, unless the user is considered a Consumer, in which case, it will be subject to courts and tribunals that correspond with the applicable regulations for each case.

In case there is an incident with respect to the provision of Services you can contact us through the following email info@goonder.com