

## **General Terms and Conditions of Lio Group**

These terms and conditions govern the services and products offered by the entities that are part of the Lio Group to end users and consumers. The purchase of any service or product from Lio Group entities require the prior acceptance of these terms and conditions.

Please note that the general section of these terms and conditions are applicable for all services and products from the Lio Group and contain information that may be useful for all our users and consumers. The terms and conditions also include specific sections that apply only the certain kinds of services and products. For each of these specific purchases, both the general and the relevant specific sections would be applicable.

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## **I.– GENERAL TERMS AND CONDITIONS**

1. These terms and conditions (“**Lio T&C**”) govern the relationship between the relevant entity from the Lio Group and the consumers and users purchasing products or services from them.
2. By the purchase of any service or product offered by the entities from the Lio Group, the end user or consumer purchasing it (“**Customer**”) shall be bound by these Lio T&C, along with the relevant entity from the Lio Group providing the services.
3. The relevant entity from the Lio Group providing the services (“**Company**”) shall be determined as follows, depending on the specific products or services:
  - a. Lío Mallorca Marítimo, S.L., for purchases or bookings regarding Lío Mallorca, and for the use of their website and apps.
  - b. Lío Ibiza, S.L., for purchases or bookings regarding Lío Ibiza, and for the use of their website and apps.
  - c. Lío London Ltd., for purchases or bookings regarding Lío London, and for the use of their website and apps.
  - d. Systema Lío Mykonos Single Member, S.A., for purchases or bookings regarding Lío Mykonos, and for the use of their website and apps.
  - e. Systema Beach Club Single Member S.A., for purchases or bookings regarding Ftelia, and for the use of their website and apps.
  - f. Planeta Formontoria, S.L., for purchases or bookings regarding the nightclub in Formentera, and for the use of their website and apps.
  - g. Casa Formentera, S.L., for purchases or bookings regarding Casa Formentera, and for the use of their website and apps.

Customers may find additional information about each Company in the Annex to the Lio T&C.

4. For any comment or claim regarding the services and products, Customers may contact the Lio Group through the following contact details:
  - a. Postal address: Calle Canarias 35, Edificio CETIS, Torre 4, Piso 4, 07800 (Ibiza), Islas Baleares, España
  - b. Electronic address: [info@liogroup.com](mailto:info@liogroup.com)
5. This general section of the Lio T&C (“**General Terms**”) would be applicable to the purchase of any service or product from the Lio Group. In addition, the following specific sections of the Lio T&C would be applicable to the purchase and use of specific products and services, as follows:
  - a. The purchase of tickets for clubs, venues, events and parties of the Lio Group shall be governed by the Specific Terms for Tickets in addition to the General Terms.

- b. The purchase of tickets in particular for VIP areas or tables in clubs and venues of the Lio Group shall be governed by the Specific Terms for Tickets and the Specific Terms for VIP Zones in addition to the General Terms.
  - c. The use of and browsing through the websites of the Lio Group shall be governed by the Specific Terms for Websites and Apps in addition to the General Terms.
6. The Company reserves the right to modify or amend these Lio T&C at any time. Any change or amendment made to these Lio T&C that can affect the Customer's rights shall be duly communicated beforehand. Customers are encouraged to review these General terms and conditions from time to time, to stay abreast of any modification made thereto. On using or purchasing Lio Group's services and products, or accessing the Company's Website subsequently to the publication of the notice of said changes or amendments, alterations or updates, you are accepting the new terms and conditions.
  7. Any clause or provision of these Lio T&C that is or is deemed to be illegal, invalid or unenforceable shall be excluded and replaced by another similar one, without affecting or altering the other provisions, which shall not be affected by any illegal, invalid or unenforceable clause or provision, but rather shall be completely valid.
  8. These Lio T&C, their execution, performance, and interpretation; shall be governed by the laws and regulations of Spain, notwithstanding any overriding legal right vested on the Customer by local laws on the protection of consumers and users.
  9. Any dispute or conflict regarding the Lio T&C, their execution, performance, or interpretation; shall be brought before the courts of the city of Ibiza, notwithstanding the competence of any other court pursuant to applicable laws on the protection of consumers and users.
  10. The European authorities have set an online dispute resolution platform for consumers and companies to solve their conflicts and disputes before reaching court. However, please note that neither the Customer nor the Company or any entity of the Lio Group are obliged to use the platform. It can be accessed through the following [link](#), where consumers can submit your complaint to a dispute resolution body authorised by the European Commission: <https://ec.europa.eu/consumers/odr>.

## II.– SPECIFIC TERMS AND CONDITIONS FOR TICKETS

1. By purchasing the tickets for Lio Group clubs or venues, or any event or party offered by the Lio Group entities, the Customer acknowledges and agrees to abide by the Lio T&C, including this specific section (“**Specific Terms for Tickets**”).
2. Customers must be of legal age in order to access to the clubs, the events or the parties hosted by the Lio Group. Applicable legal age would depend on the legislation of each country, but in no case will be under 18 years of age. Assistants must evidence their legal age upon entry by the means of the relevant official documentation.
3. The tickets purchased are for personal and non-transferable use. The name that appears on the ticket must match the documentation that will be presented at the door of the club. In no case will the resale of the same be allowed.
4. Access will not be allowed if the ticket is incomplete, amended, broken, with indications of forgery or if the individual does not provide the physical or digital version ticket upon entry. Pictures or any other copies of the original physical or digital tickets shall not be valid to enter into the venue, club, event or party.
5. In the case of multiple purchases, it is imperative that the ticket holder is present to access the venue. The original documentation with which the purchase has been made must be shown and under no circumstances will access be allowed in the absence of the holder.
6. The holder of the credit card must present at the entrance of the club, the same one used to make the payment and an identity document that includes a photograph (driver’s license, ID or passport). Photocopies are not accepted.
7. In the event that the card with which the payment of the purchase was made is fraudulent, please contact us at least twenty-four (24) hours before the event to [info@liogroup.com](mailto:info@liogroup.com). In this case, the tickets subject to the purchase will be cancelled.
8. Attendees are expected to conduct themselves in a respectful manner. The Lio Group reserves the right to refuse the admission to attendees under certain conditions, including alcohol, drugs or narcotic substances or violent attitudes, or causes a nuisance to other users that hinder the normal development of the activity, among others. In the event that the entry is denied, Lio Group will fully refund the entry amount by contacting [info@liogroup.com](mailto:info@liogroup.com).
9. In case of theft or loss of the purchased tickets, please contact us by email at [info@liogroup.com](mailto:info@liogroup.com), as soon as possible.
10. Purchasers of tickets for VIP zones at Lio Group clubs or venues, the ticket holders agree to comply with a smart dress code. Particularly, VIP ticket holders are required to wear appropriate clothing that reflects a distinguished and neat stile. Therefore, entrance to the venue shall be prohibited to those wearing, among others, athletic wear, torn or ripped clothing, beach attire, including bathing suits, shorts, beach sandals, flip-flops uncovered torsos or men wearing vests). Notwithstanding the abovementioned, Lio Group reserves the right to refuse the admission to the club’s VIP zone in line with the criteria set forth in this section of the Lio T&C.

11. Lio Group does not accept changes, amendments or refunds of tickets after the event has been carried out. For other cases, changes or refunds would be restricted as per the specific characteristics of the event or party and may be limited where provided for in applicable law.
12. In the event that the show or party are cancelled, the Customer will be notified in advance by email and the entire purchase will be refunded.
13. The DJ line ups and/or shows, parties or events could change due to force majeure. In those cases, reasonable efforts will be made to inform ticket holders.
14. Attendees must comply with any health and safety measures implemented by the venue, and compliance with all emergency evacuation policies and measures.
15. The use of recording devices, including but not limited to cameras and smartphones, may be restricted during the event. Please check the specific venue and/or event policy for specific guidelines, as these may be subject to changes.
16. The club may use the provided contact information to communicate event-related information, promotions, or updates. Attendees can opt out of promotional communications at any time.

### **III. – SPECIFIC INFORMATION AND TERMS AND CONDITIONS APPLICABLE TO THE VIP AREA BOOKINGS**

#### *Non-contractual information about VIP tickets and zones*

Overlooking the dancefloor, the specific VIP area of the club is a fabulous option to live a unique experience. A fantastic place to view what is going on around you while you enjoy the freedom and intimacy but still feeling the energy from the DJ, the show, the music and the crowd.

#### **What are the main advantages of the VIP ZONE?**

In general, it would have the following advantages:

- Parking for the VIP zone, subject to availability and to certain conditions in each of the Lio Group venues.
- Direct access to the venue without general queuing, although it may be subject to specific queues for the VIP attendees.
- Personalized attention from our dedicated staff for VIP customers.
- Greater security, given that the access to the VIP area is restricted.
- Privileged ambience and location in the VIP zone.
- Maximum exclusivity and access restriction.

#### **Are there any differences in the VIP zone between the various venues of the Lio Group?**

Yes.

In general, each venue VIP zone has their own characteristics. Along with their specific characteristics, each VIP area may have their own specific terms and conditions, attending to their specific characteristics (e.g., there may be differences between the clubs' and the hotels' VIP areas). In this regard, we encourage you to consult each venue's specific terms and condition before purchasing the VIP area tickets and to contact the Lio Group in case you have any doubt.

#### **What terms and conditions govern the reservations in the VIP zone?**

Reservations in the VIP zone are governed by the Lio Group terms and conditions. In particular, they are governed by the general section of the Lio T&C, along with the specific sections on the purchase of tickets and on the purchase of VIP tickets.

#### **What are the types of reservations in the VIP zone?**

Your VIP zone reservation can take different forms:

- depending on the size of the table; ranging from 2 to up to 500 people, depending on the specific circumstances of each event and venue;
- depending on its location; VIP zones are divided into different areas;

- depending on the price; pricing will depend on variables such as table size, location, or the specific event.

All these characteristics will be communicated to the customer at the time of making the reservation.

The above types of reservations in the VIP zone shall not be applicable to the LIO Club, Restaurant-Cabaret, whose basic policy is that all customers will have VIP treatment and will benefit from preferential and exclusive treatment. While at the LIO Club, Restaurant-Cabaret, customers can make reservations in any of the following forms:

- LIO Restaurant Standard Table reservation
- LIO Restaurant “Club” Table reservation
- VIP Tables by zone

All these specific types of reservation will be communicated to the customer at the time of making the reservation.

*Contractual terms and conditions applicable to VIP tickets and zones*

1. By purchasing the tickets for VIP areas or tables in the Lio Group clubs or venues, or any event or party offered by the Lio Group entities, the Customer acknowledges and agrees to abide by the Lio T&C, including this specific section (“**Specific Terms for VIP Zones**”).
2. VIP reservations are subject to availability. The venue reserves the right to refuse or modify these reservations based on operational requirements.
3. A minimum spend requirement may apply to VIP reservations. In the event that this applies, the customer agrees to meet this requirement, which includes food, beverages, and any additional services specified by the particular venue.
4. All reservations in the VIP zone must be made by credit card.
5. The person whose credit or debit card was used to purchase the VIP tickets must be present at the entrance of the club, including the official identification document proving that you are the card holder. Particularly, this identification document must include a photograph to verify hir/her identity (e.g., driver’s license, ID or passport). Photocopies, pictures or other copies or reproductions are not accepted.
6. To obtain full reimbursement of the amount paid for the reservation, any change or cancellation thereof must be made in any event 48 hours in advance for any of the venues of the Lio Group. Otherwise: (i) the client will lose his/her reservation, and (ii) will not be reimbursed for any amount paid in advance.
7. If cancellations are not made within the specified timeframe (i.e., late cancellations) or now-shows, a cancellation fee may be applied, as specified within the specific reservation area of each event or venue.
8. In particular, in the event of cancellation of a reservation in the VIP zone of the LIO Club, Restaurant-Cabaret, the reservation holder must pay a minimum of €100 per person.

9. The venues can make use of the reserved table in either of the following situations: (i) where the client does not attend to the booking, or (ii) where the client chooses to leave the event before completion.
10. The reservation holder shall be responsible for the behaviour of their guests in the VIP area. Any damage caused to the VIP area or its furnishing shall be borne by the reservation holder.
11. Photography and recording policies specific to the VIP area will be communicated to all attendees. The club may have restrictions on the use of cameras or smartphones so as to preserve the intimacy of the VIP attendees.

#### **IV. – SPECIFIC TERMS AND CONDITIONS OF USE OF WEBSITES AND APPS**

##### ***Introduction***

The terms and conditions indicated below (hereinafter, the “**General Terms and Conditions**”), control the access, login, navigation, downloading and use of each and every one of the websites and functionalities accessible through the web domains and applications, as well as its subdomains and subdirectories, offered by the entities of the Lio Group (the “**Company Website**” or the “**Website**”).

##### **TERMS AND CONDITIONS OF USE OF THE WEBSITE AND THE CONTENTS**

1. In line with applicable laws on information society services and e-commerce, Lio Group desires to make available for the Customer all the identification information about the companies providing the websites and apps of the Lio Group. Therefore, for specific details on each Company, their registry information and their contact details, Customers may refer to the Annex to these Lio T&C
2. By accessing, viewing or using the materials, services or activities accessible in or through Lio Group’s websites or other related we applications, the user confirms that he or she understands and accepts these Lio T&C. In addition, the user undertakes the obligation to: (i) do not use the website and the services provided within Company’s Website for carrying out activities forbidden or restricted by the law and (ii) to comply at all times with these Lio T&C.
3. Access, login, navigation, uploading, downloading and/or use of certain materials, services and/or activities addressed to legal adults and available for the users at the Company’s Website, shall be strictly prohibited to minors. Note that for ‘minors’ we refer to persons under legal age attending to the applicable laws and, in any case, it being understood as people under 18 years of age. Particularly, this content shall refer to with regard to the contents, events, parties and/or activities that may be legally forbidden to minors (i.e. nightclub tickets, access to the club, alcohol consumption, subscription or booking of events and activities expressly forbidden to minors, etc.).
4. The Company Website has been created with the following purposes: (i) to make the corporate activities information available to any user or interested third parties; (ii) to make possible for them to contact Lio Group in order to require additional information; and (iii) to make available to the users the possibility to purchase the products offered. The requirement of services or articles offered for its sale in the website will be ruled by the specific sections of the Lio T&C.



5. Users shall establish the appropriate technical security measures to avoid unwanted actions in their information systems, files and computer equipment used to access the Internet and, particularly, the Company's Website, being aware that the Internet is not a completely secure environment.
6. In general, the services, materials and/or activities offered through the Company's Website shall be available in Spanish, although the Company may discretionally present said services, materials and/or activities in other languages.
7. The cost of the telephone access or other type of cost required to access the Company's Website shall be borne exclusively by the user.
8. Users shall in no case modify or delete the Company's identification details. Users may only access the services, materials and/or activities of the Company's Website through the means or procedures placed at their disposal for such purpose in the Company's Website itself or which are normally used on the Internet for such purpose, provided that they do not violate intellectual/industrial property rights or imply any kind of damage to the Company's Website or to its information or to the services offered.
9. Users undertake to use the services, the information and materials of the Company's Website in accordance with the law and with these General Terms and Conditions. In no case shall the use of the Company's Website by Users infringe the current legislation, morality, good practices and public order, and shall use the services, information and materials of the Company's Website in a correct and lawful manner at all times.
10. The user shall:
  - 10.1. Provide the necessary data to sign up on the Company's Website and ensure the proper functioning thereof, as well as keeping said data updated, communicating any change therein in the shortest possible time.
  - 10.2. Guarantee the authenticity of the data provided upon completing the necessary forms to subscribe to the services. Likewise, the user and the supplier he or she represents shall be solely responsible for the damages and losses caused to Lio Group as a result of inaccurate or false statements.
  - 10.3. Fulfil his or her commitments with respect to the information sent via the Company's Website. In the event that the user or the supplier that he or she represents does not demonstrate the necessary commercial diligence or does not fulfil the obligations acquired, the Company reserves the right to temporarily or permanently exclude them from the Company's Website.
  - 10.4. Use the services, materials and/or activities of the Company's Website for exclusively professional use, within the scope of its activity.
11. Under no circumstances, users shall not perform the following activities:
  - 11.1. Disseminate content or propaganda of a nature that is pornographic, obscene, denigratory or incites or promotes the commitment of criminal, violent, defamatory or degrading acts on the grounds of age, religion or beliefs; or that directly or indirectly encourages, promotes or incites terrorism or that is of a nature that is contrary to human rights and the basic rights and freedoms of third parties, to current legislation, morality, good practices and public order, or with injurious

intentions that could in any manner prejudice, damage or prevent access thereto, to the detriment of the Company or third parties.

- 11.2. Perform acts contrary to the intellectual and/or industrial property rights of their legitimate owners.
  - 11.3. Cause damage to the Company's computer systems, those of its suppliers or third parties and/or introduce or disseminate computer viruses, malicious code or software or other type of systems that could cause damage or alterations in computer systems, or unauthorised alteration of the contents, programs or systems accessible through the materials or services of the Company's Website, or in the information systems, files and computer equipment of the users thereof, or the unauthorised access to any materials and services of the Company's Website.
  - 11.4. Transmit advertising via any means, particularly via electronic messages, when the remittance of said advertising has not been authorised by the recipient.
  - 11.5. Use the Company's Website, wholly or in part, to promote, sell, contract, disseminate proprietary or third-party advertising or information without the Company's prior written authorisation, in relation to products, services and/or activities other than those offered by the user to the Company, or include hyperlinks on their private or commercial websites to the Company's Website without the express authorisation of the Company.
  - 11.6. Use the services, materials and/or services offered through the Company's Website in a manner contrary to the Lio T&C that govern the use of a certain service and/or content, to the detriment of or undermining the rights of other users.
  - 11.7. Delete or modify in any way the protection or identification devices of the Company or its legitimate owners contained in the Company's Website, or the symbols, logos or trademarks that the Company or third parties that legitimately own the rights thereto incorporate in their creation and may be subject to intellectual or industrial property.
  - 11.8. Include, without the Company's prior written authorisation, "meta tags" corresponding to trademarks, logos, commercial names or distinctive signs property of the Company or of any of the companies of Lio Group on web pages controlled or owned by unauthorised third parties. Or use trademarks, logos, commercial names or any other identifying sign that is subject to intellectual or industrial property rights, without the prior express written authorisation of their legitimate owner.
  - 11.9. Reproduce, wholly or in part, copy, distribute, rent, transform or grant public access to, through any public communication medium, the materials and information contained in the Company's Website, or include them in a different website without the Company's prior written authorisation.
  - 11.10. Include, in a website owned or controlled by the Company, a hyperlink that generates a window or session of the navigation software used by a user of said website, in which proprietary trademarks, commercial names or distinctive signs are included and wherethrough the Company's Website is shown.
- 12. Users shall be liable to the Company, or third parties, for any damages or losses of any kind arising from the direct or indirect nonfulfillment of or noncompliance with these Lio T&C. The Company shall ensure compliance with the current legal system at all times and reserves the right to fully or partially refuse, at its sole discretion, at any time and without prior notice,**

**access to any user to the Company's Website if one or several of the circumstances described in this clause are fulfilled.**

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

13. All the materials, information and/or services contained in the Company's Website shall be subject to current intellectual and/or industrial property legislation. Rights over materials, services, events, and other elements displayed on the Company's Website (including, for merely illustrative and non-limiting purposes, drawings, texts, graphics, photographs, audio, video, software, distinctive signs, etc.) are the property of the Company and, when applicable, of any of the companies forming part of Lio Group and/or, as the case may be, to third parties who have consented to the transfer thereof to the Company or to Lio Group. Likewise, the Company and, when applicable, Lio Group is the owner of the proprietary logos, commercial names, domains and trademarks. The materials, information and/or services uploaded into the Company's Website (photographs, audio, video, etc.) shall respect image and intellectual property rights (if any). The user shall be solely responsible for any claim filed against the Company as a result of the use and dissemination of said materials, information and/or services.
14. Access, navigation, use, uploading and/or downloading of materials and/or use of the services or activities contained in the Company's Website by the user shall in no case be deemed to be a waiver, transmission, licence or total or partial transfer of the aforementioned rights by the Company, and, when applicable, by Lio Group and/or, as the case may be, by the owner of the corresponding rights. Consequently, users shall not delete, ignore or manipulate the copyright warning and any other data identifying the rights of the Company, Lio Group and/or its respective owners incorporated to the contents, services and/or activities, as well as the technical protection devices or any information and/or identification mechanisms that may be contained therein. In particular, the use of any materials or elements of the Company's Website for total or partial inclusion thereof in other websites outside of the Company's Website is strictly prohibited without the prior written authorisation of the owners of the Company's Website.
15. References to commercial or registered names and trademarks, logos or other distinctive signs, whether owned by the Company, by Lio Group and/or third-party companies, is implicitly prohibited without the consent of the Company, of Lio Group and/or their legitimate owners. In no case, unless expressly stated otherwise, shall the access to or use of the Company's Website confer any rights on the user over the trademarks, logos and/or distinctive signs included therein and protected by law.
16. All intellectual and/or property rights are reserved and, in particular, modifying, fixing, copying, reusing, exploiting in any way, reproducing, transforming, dubbing, subtitling, transferring, selling, renting, lending, publishing, making second or subsequent publications, uploading files, sending by email, transmitting, using, processing or distributing in any way all or part of the contents, elements and products, where applicable, included in the Company's Website for public or commercial purposes other than those that are the object of the provision by the user to the Company is strictly prohibited without the express written authorisation of the Company or, as the case may be, the corresponding rights owner. If the action or omission, fault or negligence directly or indirectly attributable to the Company's Website user that gives rise to the infringement of the intellectual and industrial property rights of the Company, Lio Group and/or third parties, gives rise to damage, losses, joint and several obligations, costs of any nature, penalties, coercive measures, fines and other amounts arising from any claim, demand, action, lawsuit or proceeding, whether civil, criminal

or administrative, the Company or, when applicable, Lio Group shall be entitled to bring legal action against said user and claim any indemnity amounts, moral damages or damage to its reputation, consequential damages and loss of profit, advertising or any other costs by way of compensation, arising from penalties or judgments, late payment interests, cost of financing the total sum of the damages caused to the Company, Lio Group and/or third parties, legal and defence costs (including prosecutors and lawyers) in any proceedings in which the Company and/or Lio Group is sued for the previously expounded reasons, for the damages and losses arising from wrongful action or omission, notwithstanding the right to take any other action to which the Company is entitled. Any claims that could be filed by the user in relation to possible infringements of the intellectual or industrial property rights relating to the Company, Lio Group and/or third parties who have consented to the transfer thereof to the Company or to Lio Group, shall be addressed to the Company's Legal Advisory Department, using the contact details provided for in these Lio T&C.

## **INFORMATION AND ELEMENTS OF THE COMPANY'S WEBSITE**

### **Company's corporate information**

17. The user is aware of and accepts that any data relating to the Company, to Lio Group or to any of the companies comprising said business group of an economic, financial and/or strategic nature (hereinafter, "Corporate Information") is provided solely for information purposes. The Corporate Information has been obtained from reliable sources. However, despite having taken reasonable measures to ensure that said information is truthful, actual and can reveal the Company's corporate results, the Company does not declare or guarantee that it is accurate, comprehensive or updated, and should not be relied upon in absolute terms. The Corporate Information that can be found in the Company's Website does not imply any kind of recommendation or investment and shall not be considered as such, or financial assessment of any kind, and no part of its content shall be taken as a basis for carrying out investments or making corporate decisions of any kind.

### **Information provided or published by users and/or third parties**

18. The Company's Website may include information or contents provided by sources other than the Company, including information provided by the users of the Company's Website themselves. The Company does not guarantee or assume any responsibility for the accuracy, integrity or exactness of such information and/or contents.
19. Users shall not introduce, store or disseminate, through the Company's Website, any content or material that infringes intellectual or industrial property rights or, in general, any content which they do not have the right, pursuant to law, to reproduce, distribute, adapt, copy, fix or make it available to third parties. Information shall be understood to be elements or contents received by the user in the Company's Website, those received by any means, whether comments, suggestions or ideas, including those containing videos, texts, photographs, images, audio, software, etc. Said contents shall be considered to be transferred to the Company free of charge, for the maximum time allowed and for everyone, and can be updated by the Company within the limits established by the applicable legislation, there being no applicable obligation of confidentiality in relation to said contents or information, except the user's proprietary information or its supplier's proprietary information. The authorisation for the Company to use the user's brand image, without compensation, for commercial purposes is understood to be included in this transfer.

20. Due to the large amount of material that can be housed in the Company's Website, it is impossible for the Company to verify the originality or non-infringement of third-party rights over the contents supplied by the user, who shall be ultimately responsible for all the effects of the infringements that could eventually be committed as a result of supplying said information.
21. The Company may modify the materials supplied by the users in order to adapt them to the formatting requirements of the Company's Website.
22. The Company is not responsible for the use made by the user of the contents housed in the Company's Website. Neither will it be responsible for controlling whether the contents infringe or do not infringe the rights mentioned in the preceding paragraphs.

### **LINKS OR HYPERLINKS TO THE COMPANY'S WEBSITE**

23. Those users who wish to introduce links or hyperlinks from their own website to the Company's Website shall fulfil the terms and conditions set out below, the ignorance of which does not exempt the users from fulfilling the legal obligations arising therefrom:
24. The link or hyperlink shall only provide a link to the homepage or main page of the Company's Website, whereas it shall not reproduce it in any way (online, links, deep links, browser or border environment, copy of texts, graphics, etc.).
25. The establishment of frames of any kind that wrap the Company's Website or allow the visualisation of part or all of the Company's Website through Internet addresses other than that of the Company's Website and, in any case, that allow the visualisation of elements of the Company's Website jointly with contents outside of the Company's Website, in such a manner as to: (i) induce or be susceptible to error, confusion or deceit of the users about the truthfulness of the origin of the elements displayed or the services used; (ii) represent an act of disloyal comparison or imitation; (iii) serve to take advantage of the Company's trademark and prestige and/or, when applicable, of Lio Group's trademark and prestige; or (iv) in any other way, be prohibited by current legislation.
26. The page housing the link shall not carry out any type of false, inaccurate or incorrect manifestations about the Company, its employees, clients or about the quality of the services it renders.
27. In no case shall the page housing the link suggest or state that the Company has given its consent for inserting the link or otherwise sponsors, collaborates, verifies or supervises the publisher's services.
28. The use of any pictorial or mixed trademark or any other distinctive sign of the Company on the publisher's website is prohibited except in the cases envisaged by law or expressly authorised by the Company and provided that, in these cases, a direct link with the Company's Website is permitted in the manner established in this clause.
29. The page establishing the link must faithfully comply with the law and cannot in any case link to contents of its own or of third parties that: (i) are illegal, harmful or immoral and indecent (including for example, but not limited to pornography, violent, racist, etc.); (ii) induce or may induce in the user a false conception that the Company subscribes, backs or adheres or in any supports the publisher's ideas, manifestations or expressions, whether legal or illegal; and (iii) may be

inappropriate or irrelevant to the Company's activity regarding the place, contents and subject matter of the publisher's website.

30. The authorisation to insert a link or hyperlink does not imply, in any case, the Company's consent to reproduce the visual and functional aspects of the Company's Website and/or contents. In particular, the authorisation to insert hyperlinks in the Company's Website shall be subject to the respect for human dignity and freedom. The website in which the hyperlink is established shall not contain unlawful information or content contrary to morality and good practices and to public order, neither shall it contain content contrary to any third-party rights.
31. The establishment of the link does not imply, in any case, the existence of a relationship between the Company and the owner of the page in which it is established, nor the Company's acceptance and approval of the contents or services offered therein and made available to the public. The Company and/or Lio Group may request, at any time and without need to justify said request, the elimination of any link or hyperlink to the Company's Website, whereupon the website owner publishing the link to eliminate it immediately.

## **LIABILITIES**

32. Lio Group does not assume any kind of responsibility nor liability for damages and losses of any kind and nature in the following cases:
  - Impossibility or difficulty in the connection used to access the Company's Website, service interruptions, delays, errors and malfunctions thereof, regardless of the type of connection or technical means used by the user.
  - Interruption, suspension or cancellation of the access to the Company's Website and for the availability and continued operation of the Company's Website or of the services and/or elements thereof, due to the interruption of the technical maintenance service of Company's Website or for causes beyond the Company's control or due to the services of the information service providers.
  - Malicious or negligent actions of the user or due to force majeure and any other causes beyond the Company's control.
  - Specialised attacks by so-called "hackers" or third parties to the security or integrity of the computer system, provided that the Company has adopted all the existing security measures within its technical possibilities.
  - Damages or losses caused to the information, contents, products and services provided, communicated, housed, transmitted, displayed or offered by third parties external to the Company, including information society service providers, through a website which can be accessed through a link provided on this site.
  - Any loss or damage to the user's software or hardware arising from the access to the Company's Website or from the use of the information or elements contained therein.
  - Suitability, reliability, availability, timeliness or accuracy of the information or services contained in the Company's Website, or the direct or indirect damages caused in relation to the use of the information or elements contained therein.

- Processing and subsequent use of personal data carried out by third parties external to the Company, as well as the ownership of the information requested by said third parties.
33. The users of the Company's Website shall be liable for the damages and losses of any nature caused to the Company or to Lio Group, directly or indirectly, as a result of the nonfulfillment of any of the obligations arising from these Lio T&C. In any case, regardless of the cause, the Company shall not assume any responsibility whatsoever, for indirect damages, consequential damages, loss of profit, or any other kind of tort or damages that have no direct causal link with the Lio Group's wilful acts or omissions. The user shall be responsible for the infringements incurred or the damages he or she causes to the Company's Website. The user is solely responsible for any claim or legal, court or out-of-court proceedings initiated by third parties against the Company, Lio Group or against the user on the grounds of his or her use of the service, or for the information provided by the user to the Company by any means.
34. The Company places a series of links, banners or other type of links that could give the user access to third-party websites at the user's disposal. Access to other third-party websites through said connections or links shall be provided under the users' sole responsibility. The Company shall not be responsible, in any case, for the damages or losses arising from said use or activities.
35. In relation to responsibility for content, the Lio Group bears nor responsibility for the following kinds of content or situations:
- For the damages or losses caused by the information, contents, products and services provided, communicated, housed, transmitted, displayed or offered by third parties external to the Company, including information society service providers, through a website that can be accessed via a link on that site.
  - For any damage or loss in the user's software or hardware arising from the access to the Company's Website or from the use of the information or applications contained therein.
  - For the suitability, reliability, availability, timeliness or accuracy of the information or services of the Company's Website, or for the direct or indirect damages related to the use of the information or applications contained therein.
36. The Company publishes its contents in Spain. Given the "non-territorial" nature of Internet connections, the Company does not guarantee the suitability or availability of the Company's Website outside Spain. Should any or all of the contents or elements housed in the Company's Website be considered illegal in other countries, access thereto and use thereof by the users is prohibited and, in the event that these occur, shall be exclusively under the users' responsibility, whereupon the USERS undertake to fulfil and comply with the applicable laws of these countries.

## **MISCELLANEA**

37. The Company reserves, without need for advanced notice and at any time, the right to suspend, refuse or temporarily or definitively restrict access to the Company's Website, to make the changes and amendments it deems relevant to the Company's Website, services, material, activities or information offered, to the presentation or location thereof and to the General Terms and Conditions without having to indemnify the User in any way.

38. All the information received in the Company's Website shall be deemed to be transferred to the Company free of charge.



**ANNEX: LIST OF LIO GROUP COMPANIES AND RELEVANT DETAILS**

<b>CORPORATE NAME</b>	<b>OFFICIAL ADDRESS</b>	<b>VAT NUMBER</b>	<b>COMPANIES REGISTRY</b>	<b>EMAIL</b>
Lío Mallorca Marítimo, S.L.	Calle Canarias 35, Edificio CETIS, torre 4, piso 4 07, 07800, Eivissa, Spain.	ES B-06898332	Commercial Registry of Eivissa, Volume 388, page 57, sheet IB-19,345.	info@liogroup.com
Lío Ibiza, S.L.	Calle Canarias 35, Edificio CETIS, torre 4, piso 4 07, 07800, Eivissa, Spain.	ES B-07921885	Commercial Registry of Eivissa, Volume 84, Page 216, Sheet IB-4,038.	info@liogroup.com
Lío London Ltd	96 Brighton Road, Banstead, SM7 1BU, UK.	GB 376333483	Companies House of England with the number 11551613.	info@liogroup.com
Systema Lío Mykonos Single Member, S.A.	Leoforos Eirinis, 15 15121 PEFKI, Greece.	EL 801450625	Greek General Commercial Registry (GEMI) n° 157117701000.	info@liogroup.com
Systema Beach Club Single Member S.A.	Leoforos Eirinis, 15 15121 PEFKI, Greece.	EL 801300186	Greek General Commercial Registry (GEMI) n° 153867101000.	info@liogroup.com
Planeta Formontoria, S.L.	Calle Canarias 35, Edificio CETIS, torre 4, piso 4 07, 07800, Eivissa, Spain.	ES B-57504177	Commercial Registry of Eivissa, Volume 209, Page 134, Sheet IB-8,945.	<a href="mailto:info@liogroup.com">info@liogroup.com</a>
Casa Formentera, S.L.	Calle Canarias 35, Edificio CETIS, torre 4, piso 4 07, 07800, Eivissa, Spain.	ES B-56419211	Commercial Registry of Eivissa, Volume 400, Page 108, Sheet IB-20,268.	info@liogroup.com