

PAYMENT SERVICE TERMS

Please read these Payment Service Terms ("Payment Terms") carefully as they provide important information regarding your rights, remedies and obligations. By using the Payment Services (as defined below), you agree to comply with and be bound by these Payment Terms. Si prega di leggere attentamente la clausola sull'arbitrato e sulla rinuncia alle azioni collettive.

If the User's country of residence is located in the European Economic Area ("EEA"), the User can access the European Commission's online dispute resolution platform here: <https://ec.europa.eu/consumers/odr>.

Last updated: March 23, 2021

These Payment Terms constitute a legally binding agreement ("Agreement") between the User and IBIZA SOCIAL (as defined below) that governs the Payment Services (as defined below) executed through or in relation to the IBIZA SOCIAL PLATFORM.

When these Payment Terms mention "IBIZA SOCIAL", "we", "us" or "our/a" they refer to the company of IBIZA SOCIAL with which the User is entering into a Contract for Payment Services.

The Terms of the IBIZA SOCIAL Service ("Terms of IBIZA SOCIAL") separately govern the use of the IBIZA SOCIAL PLATFORM by the User. All capitalized terms will have the meaning stated in the IBIZA SOCIAL Terms unless otherwise specified in these Payment Terms.

In some situations, customers may be required to agree to different payment processing terms with IBIZA SOCIAL. In the event of conflicts between these Payment Terms and the terms and conditions laid down in other relevant payment processing, the latter shall prevail unless otherwise stated.

Our practices of collecting and using personal data in connection with your access to and use of the Payment Services are described in our [Privacy Policy].

1. SCOPE AND USE OF PAYMENT SERVICES

1.1 IBIZA SOCIAL provides payment services to Members, including payment collection services, payments and deposits, in connection with and through the IBIZA SOCIAL PLATFORM ("Payment Services").

1.2 IBIZA SOCIAL may limit, temporarily and taking into account the legitimate interests of the Members (e.g. by notice), the availability of the Payment Services or certain services or functionalities of the same in order to perform maintenance operations to ensure the correct or better functioning of the Payment Services. IBIZA SOCIAL reserves the right to improve, optimize and modify payment services from time to time and to introduce new payment services. IBIZA SOCIAL will notify Members of any changes to the Payment Services, unless such changes are of a minor nature without any significant effect on the contractual obligations of the parties.

1.3 Payment Services may contain links to third-party websites or resources ("Third-Party Services"). These Third Party Services are subject to different terms and conditions and privacy practices and Members are required to read them carefully independently. IBIZA SOCIAL is not responsible for the availability or accuracy of such Third Party Services or for the content, products or services available through them. Links to such Third Party Services do not constitute an endorsement by IBIZA SOCIAL of such Third Party Services.

1.4 You may not use the Payment Services otherwise than authorized by the laws in force in the jurisdiction of your country of residence and by any other applicable law. In particular, but without limitation, Payment Services may not be used to send or receive funds: (i) in any of the countries subject to an embargo by the United States government or (ii) anyone listed on the United States Treasury Department's Specially Designated Nationals list or the United States Treasury Department's Denied Person List or Entity List Department of United States Trade.

The User declares and warrants that: (i) neither the User nor its Host Services are located or are carried out in a Country subject to an embargo by the Government of the United States or designated by the Government of the United States as a Country that "supports terrorism" and (ii) is not listed on any of the United States Government's banned or restricted lists. In addition to complying with the above obligations, the User must also comply with all relevant export control laws in their local jurisdiction.

1.5 Your access to or use of certain Payment Services may be subject to or may require you to agree to additional terms and conditions. In the event of any conflict between these Payment Terms and the terms and conditions applicable to a specific Payment Service, the latter will have priority regarding the access or use by the User of such Payment Service unless otherwise specified.

KEY DEFINITIONS

"Payment" means a payment made by IBIZA SOCIAL to a Member for services (for example, for the Price of the Advertisement) provided in relation to the IBIZA SOCIAL PLATFORM.

"Payment Method" means a payment instrument that the User has added to their IBIZA SOCIAL ACCOUNT, including, for example, a credit card, a debit card or a Paypal account.

"Payment Sending Method" means a payment instrument that the User has added to their IBIZA SOCIAL ACCOUNT, including, for example, a Paypal account, a direct deposit, a prepaid card or a debit card (where available).

1. CHANGES TO THESE PAYMENT TERMS

IBIZA SOCIAL reserves the right to change these Payment Terms at any time in accordance with this Section. If we make changes to these Payment Terms, we will post the modified Payment Terms on the IBIZA SOCIAL PLATFORM and update the "Last Updated" date at the top of these Payment Terms. We will also send the User an e-mail with the changes at least thirty (30) days before the date of entry into force of the same. If you do not agree to the modified Payment Terms, you may terminate this Agreement with immediate effect. We will inform you of your right to refuse and withdraw from the Agreement in the notification email. If the User does not terminate the Agreement before the date on which the modified Terms become effective, the continued use of the Payment Services by the User will constitute acceptance of the modified Payment Terms.

2. SUITABILITY, MEMBER VERIFICATION

4.1 To use the Payment Services, you must be at least 18 years of age and have the legal capacity to enter into legally binding contracts. By using the Payment Services, you represent and warrant that you are at least 18 years of age.

4.2 IBIZA SOCIAL may condition the access to and use of certain areas or features of the Payment Services to certain requirements, such as the completion of a verification process or the fulfilment of specific eligibility criteria.

4.3 We may make requests for information that we deem necessary in order to verify or control the identity of the User or for the prevention of fraud. For this purpose, you authorize IBIZA SOCIAL to protect you from third-party databases or other parties and to request reports from service providers. We may then have a legal obligation to collect information about your identity in order to comply with anti-money laundering regulations. This may include (i) requiring the User to provide a form of government issued identification (e.g., driver's license or passport), his date of birth, address and other information; (ii) require the User to take steps to confirm the ownership of his email address, Payment Method or Payment Sending Method; or (iii) attempt to verify the User's information by comparing it with those contained in third-party databases. IBIZA SOCIAL reserves the right to close, suspend or restrict access to the Payment Services if we are unable to obtain or verify such information.

3. ACCOUNT REGISTRATION

5.1 In order to use the Payment Services you must have an IBIZA SOCIAL ACCOUNT in order. If you close or we close your IBIZA SOCIAL ACCOUNT for any reason, you will no longer be able to use the Payment Services.

5.2 You may authorize third parties to use your IBIZA SOCIAL ACCOUNT in accordance with the IBIZA SOCIAL Terms. You acknowledge and agree that any person authorized to use your IBIZA SOCIAL ACCOUNT may use the Payment Services on your behalf and will be responsible for any payment made by such person.

3. METODI DI PAGAMENTO E METODI DI INVIO PAGAMENTI

6.1 When you add a Payment Method or Payment Sending Method to your IBIZA SOCIAL ACCOUNT you will be asked to provide IBIZA SOCIAL or third parties that process payments on your behalf with normal billing data, including name, billing address and information on the financial instrument. When adding a Payment Method or Payment Sending Method, the User must provide accurate, up-to-date and complete information and must keep the Payment Method and Payment Sending Method up to date at all times. The information required for Payment Submission Methods will depend on the particular Payment Submission Method used, and may include:

The User's residence address, account name, account type and account number, e-mail address, payment currency, account identification number and account information associated with a particular payment processor.

6.2 When the User adds or uses a new Payment Method, IBIZA SOCIAL can verify the Payment Method by authorizing the charge of a nominal amount, or by authenticating the User's account through a third-party payment service provider. For further verification, we may also (i) authorise the User's Payment Method to be charged one or two additional nominal amounts and require the User to confirm such amounts, or (ii) require the User to upload an account statement. We may, and retain the right to, initiate refunds of such amounts from the User's Payment Submission Method. When you add a Payment Method during check out, we will automatically save that Payment Method in your IBIZA SOCIAL ACCOUNT so that it can be used for a future transaction.

6.3 Please note that Payment Methods and Payment Sending Methods may involve the use of third-party payment service providers. These service providers may charge additional fees when processing payments and deposits in connection with the Payment Services (including deducting charges from the Payment amount) and IBIZA SOCIAL is not responsible for any such commission and disclaims any liability in this regard. The Payment Method or Payment Sending Method used by the User may be subject to additional terms and conditions imposed by the relevant third-party payment service providers; We ask you to consult these terms and conditions before using your Payment Method or Payment Sending Method.

6.4 You authorize IBIZA SOCIAL to store information about your Payment Method and to charge this Payment Method as described in these Payment Terms. In the event that the account information of the User's Payment Method changes (e.g., account number, expiry date), as a result of the re-issue or otherwise, We may acquire this information from our financial service providers partners or your bank and update the Payment Method registered on the IBIZA SOCIAL ACCOUNT.

6.5 The User is solely responsible for the accuracy and completeness of the information relating to the Payment Method and Payment Sending Method. IBIZA SOCIAL is not responsible for any loss suffered by the User due to the incorrectness of the information on the payment method or method of sending payments provided.

6.6. If the seat of the User's Contractual Counterparty is different from that of the Payment Method or the selected currency is different from the billing currency of the User's Payment Method, the payment may be processed outside the User's country of residence. For example, if you make a reservation using a card issued in the United States, but you select as currency the Euro, payment can be processed outside US banks and credit card companies may charge fees for international transactions and exchange fees on such international transactions. In addition, if the User chooses to pay with a currency other than the billing currency of its Payment Method, the bank or the company issuing the card credit can convert the payment amount into the billing currency associated with the Method of

Payment on the basis of an exchange rate and a fee determined exclusively by your bank. As a result, the amount indicated in your card statement may be different from the amount indicated at check out. Please contact your bank or company issuing your credit card if you have any questions about these fees or the applicable exchange rate.

3. ECONOMIC CONDITIONS FOR HOSTS

✓ 7.1 IN GENERAL

As a general rule, IBIZA SOCIAL will collect the Total Price from a Guest at the time the Guest's booking request is accepted by the Host or at any other time agreed between the Guest and IBIZA SOCIAL.

✓ 7.2. PAYMENTS

7.2.1 In order to receive a Payment, the User must have a valid Payment Method linked to the IBIZA SOCIAL ACCOUNT. IBIZA SOCIAL will generally start the Payments on the Method of Sending Selected Payments: (i) for the Accommodation, 24 hours from the expected time of arrival of the Guest (i.e., 24 hours from 15:00 local time, or 15:00 UTC if the local time is unknown, in case the check-in time is flexible or unspecified); (ii) for Experiences and Events, 24 hours from the start of the Experience or Event; and (iii) for all other Host Services, at the time specified via the IBIZA SOCIAL PLATFORM. In some jurisdictions or circumstances, IBIZA SOCIAL may offer the User a different time or specific event to proceed with the payment. For example, in some cases, eligible Hosts may receive payment for a booking prior to the Guest's check-in. Other alternative Payment options may be subject to additional terms and conditions.

7.2.2 The time required to receive the Payments once authorized and issued by IBIZA SOCIAL may vary depending on the Payment Sending Method selected and the processing program of the provider of the Payment Sending Method. IBIZA SOCIAL may delay or cancel any payment in order to prevent illegal activity or fraud, for risk assessment, or for security or investigation reasons.

7.2.3 Payment for a booking will be equal to the Ad Price minus the Host Costs and applicable Taxes.

7.2.4 In the event of cancellation by a Guest of a confirmed booking, IBIZA SOCIAL will pay the User a Payment to any extent due of the Total Price according to the cancellation terms applicable to the User.

7.2.5 IBIZA SOCIAL will pay Payments in the currency selected by the User through the IBIZA SOCIAL PLATFORM, as further described in Section 12. The amounts may be rounded down or in excess as described in the IBIZA SOCIAL Terms.

7.2.6 For operational or compliance reasons, IBIZA SOCIAL may limit the value of each individual payment. If an amount exceeding this limit is due, IBIZA SOCIAL can start a series of Payments (potentially over several days) in order to pay the User the full amount.

4. ECONOMIC CONDITIONS FOR GUESTS

8.1 The User authorizes IBIZA SOCIAL to charge on its Payment Method the Total Price of any reservation requested in relation to the IBIZA SOCIAL ACCOUNT. IBIZA SOCIAL will collect the Total Price in the manner agreed between the User and IBIZA SOCIAL via the IBIZA SOCIAL PLATFORM. IBIZA SOCIAL will generally collect the Total Price after the Host accepts the booking request from the User. However, if the latter pays with a Payment Method with immediate payment (such as Sofort), IBIZA SOCIAL will collect the Total Price at the time of your booking request or after the Host has accepted your booking request. IBIZA SOCIAL can offer alternative options regarding payment times and methods. For example, in some cases Guests may be required to pay or be offered the option to pay in multiple installments the Host Services. Any additional fees related to the use of the payment options offered will be shown through the IBIZA SOCIAL PLATFORM is included in the Total Price, and the User agrees to pay these costs by selecting the option of

payment. Additional terms and conditions may apply for the use of alternative payment options. In cases where IBIZA SOCIAL is not able to collect the Total Price as expected, IBIZA SOCIAL will collect it at a later date. Once the payment operation relating to the requested booking has been successfully completed, the User will receive a confirmation e-mail.

8.2 When making a booking request to an Ad, IBIZA SOCIAL may also (i) obtain a pre-authorization by means of the Payment Method for the Total Price, (ii) charge or authorize on the Payment Method a nominal amount, to verify this Payment Method, or (iii) to authenticate the User's account through a third-party payment service provider in order to verify the Payment Method chosen by the User.

8.3 In case of cancellation of a reservation requested following the non-acceptance of the Host or cancellation of the reservation request before the acceptance of the Host, any amount collected by IBIZA SOCIAL will be refunded and any pre-Payment Method authorization will be cancelled (if applicable). The timing of receipt of the refund or cancellation of the pre-authorization will vary according to the Payment Method and the rules applicable to the payment system (Visa, Mastercard, etc.).

5. APPOINTMENT OF IBIZA SOCIAL AS AGENT FOR THE SOLE COLLECTION OF PAYMENTS

9.1 Each Member that must receive payments for services provided through the IBIZA SOCIAL PLATFORM (including, for example, Host Services or certain transactions facilitated through the Resolution Center) ("Offeror Member") appoints IBIZA SOCIAL as its payment collection agent solely for the limited purpose of accepting funds from Members who purchase such services ("Buyer Members").

9.2 Each Offeror Member agrees that the payment made by a Buyer Member through IBIZA SOCIAL will be considered as a payment made directly to the Offeror Member, and the Offeror Member shall provide the services purchased to the Buyer Member in the manner agreed upon as if it had received payment directly from the Buyer Member. Each Offeror Member agrees that IBIZA SOCIAL may refund the Buyer Member in accordance with the Terms of IBIZA SOCIAL. Each Offeror Member is aware that the obligation of payment of IBIZA SOCIAL towards him is subject to and subject to the actual receipt by IBIZA SOCIAL of the corresponding payments from the Buyer Member. IBIZA SOCIAL guarantees payments to Member Providers only to the extent of the amounts that have actually been paid to IBIZA SOCIAL by Member Buyers in accordance with these Payment Terms. By accepting the assignment of agent for the mere collection of payments on behalf of a Member Offeror, IBIZA SOCIAL assumes no responsibility for the actions or omissions of the Member Offeror.

9.3 Each Buyer Member acknowledges and agrees that regardless of whether IBIZA SOCIAL is party to the agreement between the Buyer Member and the Offeror Member, IBIZA SOCIAL will act as an agent responsible for the collection of payments on behalf of the Offeror Member for the exclusive purpose of accepting payments from the Buyer Member on behalf of the Offeror Member. Following the payment of the agreed amount to IBIZA SOCIAL, the User's payment obligation towards the Offeror Member will be extinguished and IBIZA SOCIAL will be responsible for transferring the funds to the Offeror Member as described in these Payment Terms that constitute the contract of IBIZA SOCIAL with the Buyer Member. In the event that IBIZA SOCIAL does not pay such sums, the Offeror Member may act exclusively against IBIZA SOCIAL and not against the Buyer Member directly.

6. GENERAL ECONOMIC CONDITIONS

✓ 10.1 COSTS

IBIZA SOCIAL may charge fees for the use of certain Payment Services and any applicable fees will be communicated to Members through the IBIZA SOCIAL PLATFORM.

✓ 10.2 PAYMENT AUTHORISATIONS

The User authorizes IBIZA SOCIAL to withdraw the amounts due under these Payment Terms. Specifically, the User authorizes IBIZA SOCIAL to withdraw from the User:

- Any amount due to IBIZA SOCIAL (for example relating to reservations, Changes in booking, cancellations, or other actions made as a Guest, Co-pagante, Host, or User of the IBIZA SOCIAL PLATFORM), including refunds for prepaid costs from IBIZA SOCIAL on behalf of the User, by debiting any Payment Method registered in the User's IBIZA SOCIAL ACCOUNT (except where the User has previously removed the authorization to charge this/the Payment Method/s) or through withholding from future User Payments. All funds collected by IBIZA SOCIAL will compensate the amount due by the User to IBIZA SOCIAL and will pay off its obligation to IBIZA SOCIAL.
- Any amount due to an Offering Member from a Purchasing Member that IBIZA SOCIAL withdraws as payment agent of the Offering Member, as further described in Section 9 above.
- Taxes, where applicable and as described in the IBIZA SOCIAL Terms.
- Any amount that you pay through the Resolution Center associated with your IBIZA SOCIAL ACCOUNT. IBIZA SOCIAL may do so by charging the Payment Method associated with the reservation in question, or any other Payment Method registered in the User's IBIZA SOCIAL ACCOUNT (except where the User has previously removed authorisation to charge this/the Payment Method/s), or through withholding from future User Payments.
- Any cost of stay beyond the deadline to be paid under the Terms of IBIZA SOCIAL. In addition, IBIZA SOCIAL may recover any costs or expenses incurred in the collection of the Costs of stay beyond the deadline by charging any Payment Method registered by the User in his IBIZA SOCIAL ACCOUNT (except where the User has previously removed the authorization to charge this/i Payment Method/s).
- Any Service Fee or Cancellation Fee imposed under the IBIZA SOCIAL Terms (for example, if, as a Host, the User cancels a confirmed booking). IBIZA SOCIAL will have the right to recover the sum of each of these costs from the User, including by subtracting such reimbursement from any future payment due to the User.
- Charges unduly paid to a User as a Host. If, as a Host, the Guest of the User cancels a confirmed booking or IBIZA SOCIAL decides that it is necessary to cancel a confirmed booking, and IBIZA SOCIAL issues a refund to the Guest in accordance with the Terms of IBIZA SOCIAL, the User agrees that, in the event that it has already received the payment, IBIZA SOCIAL will be entitled to recover the amount of such refund from the User, including by subtracting such refund from any future payment due to the User.
- Fees, costs and/or expenses associated with a Damage Claim, including any Damage Deposit, in accordance with the IBIZA SOCIAL Terms. In the event that IBIZA SOCIAL is not able to collect the amount from the User Payment Method used to make the reservation, the latter authorizes IBIZA SOCIAL to charge this amount on any other Payment Method registered in the User's IBIZA SOCIAL ACCOUNT, at the time of the Claim for Damages (except where the User has previously removed the authorization to debit such/i Payment Method/s). In addition, IBIZA SOCIAL reserves the right to otherwise recover the payment from the User by any means at its disposal, in this sense for situations in which the User is responsible for the Claim for Damages pursuant to the Terms of IBIZA SOCIAL, including and without limitation any, all payment requests made by Hosts under the Guarantee for Hosts of IBIZA SOCIAL.
- Costs payable by Co-pagants as part of the Group Payment Service, by debiting any Payment Method registered in the User's IBIZA SOCIAL ACCOUNT (except where the User has previously removed authorisation to debit such/the Payment Method/s) or withheld from future Payments due to the User. All funds collected by IBIZA SOCIAL will compensate the amount due by the User to IBIZA SOCIAL and will pay off its obligation to IBIZA SOCIAL.

In addition to the amounts due, as described above, if there were any non-payment amounts or rebates associated with the User's Payment Method, the latter may be charged for costs related to the recovery by IBIZA SOCIAL of such non-payment amounts or rebates. These costs or charges may include collection taxes, service costs or other third party charges.

✓ 10.3 REFUNDS

10.3.1 All refunds or credits due to a Member under the IBIZA SOCIAL Terms will be made and paid by IBIZA SOCIAL in accordance with these Payment Terms.

10.3.2 IBIZA SOCIAL will process refunds immediately, however, the timing of receiving a given refund will vary according to the Payment Method and any applicable payment system rules (e.g. Visa, Mastercard, etc.)

✓ 10.4 PERIODIC PAYMENTS

10.4.1 For certain reservations (for example, Accommodation Reservations of twenty-eight (28) nights or more), IBIZA SOCIAL may require a Guest to make recurring and incremental payments up to the amount of the Total Price due ("Periodic Payments"). Further information on Periodic Payments (including the amount and frequency of payment) will be made available via the IBIZA SOCIAL PLATFORM if applicable to a booking.

10.4.2 If the Periodic Payments apply to a confirmed booking, in this case the Guest authorizes IBIZA SOCIAL to collect the Total Price, in the name and on behalf of the Host, and the Host accepts that IBIZA SOCIAL can start making the Payments, according to the progression and frequency agreed and identified through the IBIZA SOCIAL PLATFORM.

10.4.3 Guests may suspend a Periodic Payment by informing IBIZA SOCIAL verbally or in writing with a notice of at least three (3) working days from the due payment date. IBIZA SOCIAL may request a written confirmation of the request for suspension of payment within fourteen (14) days of verbal communication. In case of no written confirmation within fourteen (14) days as required, IBIZA SOCIAL is not obliged to fulfill the request to suspend future Periodic Payments. If you have any questions about Periodic Payments, please contact IBIZA SOCIAL.

✓ 10.5 ERRORS IN PAYMENT PROCESSING

We will take steps to correct any errors that occurred during the processing of the payment of which we are aware. These measures may include crediting or debiting (as necessary) on the same Payment Method or Payment Method used by the User for the original payment, so as to allow him to pay or receive the correct sums. The measures described above can be taken by IBIZA SOCIAL or by third parties, such as the financial institution of the User.

✓ 10.6 PAYOUTS

10.6.1 In the event that IBIZA SOCIAL is not able to collect any amount due from you under these Payment Terms, IBIZA SOCIAL may resort to debt recovery procedures for the collection of such amounts.

10.6.2 IBIZA SOCIAL will consider that the amounts due have expired when: (a) for authorized expenses, there is a hundred and twenty (120) elapsed days after the first attempt by IBIZA SOCIAL to debit the Member's Terms of Payment or the provision of the related services, depending on what occurs last; and (b) for deductions on future payments of a Host, two hundred and seventy (270) days have elapsed after the change to the Host account or the provision of the related services, depending on what occurs last.

10.6.3 Any amounts not collected within three hundred and sixty-five (365) days of expiry will be considered as arrears: (a) for authorised expenses, after the first attempt of debiting by IBIZA SOCIAL according to the Terms of Payment relating to the Member or the provision of the related services, depending on what occurs last; and (b) for the deductions on future Payments of a Host, after the change to the Host account or the provision of related services, whichever occurs last.

10.6.4 The User expressly declares to accept that all communications regarding amounts due are made by email or telephone, through the contacts provided to IBIZA SOCIAL and/or IBIZA SOCIAL. These communications may be carried

out by IBIZA SOCIAL, IBIZA SOCIAL or by anyone on their behalf, including, but not limited to, third parties responsible for debt recovery.

7. SAFETY DEPOSIT FACILITIES

11.1 If (i) as a Guest, the User agrees to pay a Host in connection with a Damage Claim, or (ii) IBIZA SOCIAL determines that it is responsible for damaging an Accommodation, or of movable or immovable property present at an Accommodation pursuant to the Terms of IBIZA SOCIAL, authorizes IBIZA SOCIAL to charge on the Payment Method that used to make the reservation any Security Deposit associated with the Advertisement, as well as any amount of the Claim for Damages that exceeds any Security Deposit. If the Announcement does not provide a Security Deposit, IBIZA SOCIAL may charge the Payment Method used to make the Booking the amount of the Damages Claim. If we are not able to collect this amount from the Payment Method that the User has used to make the reservation, the latter accepts that IBIZA SOCIAL may charge any other Payment Method registered (and not otherwise authorized) on your IBIZA SOCIAL ACCOUNT at the time of the Damages Claim.

11.2 IBIZA SOCIAL also reserves the right to collect payment otherwise from the User and to pursue any remedy available to IBIZA SOCIAL.

8. CONVERSION OF FOREIGN CURRENCY

IBIZA SOCIAL will process each transaction in the currency that the Member has chosen on the IBIZA SOCIAL PLATFORM. The currencies available to make and receive payments for each given transaction may be limited for regulatory or operational reasons based on factors such as: the Payment Method or Payment Sending Method selected by the Member and/or the country of residence of the Member or contractual counterparties IBIZA SOCIAL. Any limitations will be communicated by the IBIZA SOCIAL PLATFORM and users will be required to select a currency, a Payment Method or a Method of Sending different payments. Please note that transactions, currency conversion and other commissions based on the currency or Payment Method chosen by the User to send and receive payments, may be imposed by a third party payment service provider of the Member; IBIZA SOCIAL is not responsible for any of these costs and declines all responsibility in this regard.

9. PROHIBITED ACTIVITIES

- The User is solely responsible for compliance with any law, rule, regulation and tax obligation that may apply to the use of its Payment Services. In connection with the use of Payment Services, you shall not and will not assist or allow others to:
- violate or circumvent applicable laws or regulations, agreements with third parties, third party rights or the IBIZA SOCIAL Terms, Policies or Standards;
- use the Payment Services for any commercial or other purpose that is not expressly authorized by these Terms;
- register or use on the IBIZA SOCIAL ACCOUNT any Payment Method or Payment Method of which the User is not the owner or which is not authorized to use;
- avoid, circumvent, remove, disable, damage, decode or otherwise evade any technological measures implemented by IBIZA SOCIAL or any IBIZA SOCIAL provider or any third party to protect the Payment Services;
- take any action which adversely affects or may adversely affect or adversely affect the performance or proper functioning of the Payment Services;

- attempt to decrypt, reverse engineer, uninstall or decompile any software used to provide the Payment Services; or
- infringe the rights of third parties or otherwise cause harm to any person.

10. OWNERSHIP OF INTELLECTUAL PROPERTY AND RIGHTS

NOTICES

15.1 Payment Services are protected by copyright, trademarks and other laws of the United States and other countries. You acknowledge and agree that the Payment Services, including all related intellectual property rights, are the exclusive property of IBIZA SOCIAL, IBIZA SOCIAL and their licensors. You shall not remove, alter or obscure notices relating to copyrights, trademarks, service marks or other notices of proprietary rights embedded in or present in the Payment Services. All trademarks, service marks, logos, trade names and any other proprietary designation of IBIZA SOCIAL or IBIZA SOCIAL used in or in connection with Payment Services are trademarks or registered trademarks of IBIZA SOCIAL or IBIZA SOCIAL in the United States and abroad. The trade marks, service marks, Logos, trade names and any other third party proprietary designations used in or in connection with the Payment Services are used exclusively for identification purposes and may be owned by their respective owners.

15.2 You will not use, copy, adapt, modify, prepare derivative works based on, distribute, license, sell, transfer, publicly display, transmit, disseminate or otherwise exploit the Payment Services except as explicitly permitted in these Payment Terms. You are not granted rights or licenses, implicitly or otherwise, under any intellectual property rights owned or controlled by IBIZA SOCIAL, IBIZA SOCIAL or its licensors, except for rights and licenses explicitly granted in these Payment Terms.

11. FEEDBACK

We encourage and appreciate that you provide feedback, comments and suggestions for the improvement of Payment Services (the "Feedback"). The User can send his Feedback by sending us an email or through the "Contacts" section of the IBIZA SOCIAL PLATFORM or as indicated by Section 0 ("Contact IBIZA SOCIAL"). Any Feedback sent to us by the User will be considered non-confidential and non-proprietary. By submitting a Feedback, the User grants to IBIZA SOCIAL a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable and perpetual license to use and publish such ideas and materials for any purpose, without any compensation to the User.

12. EXCLUSION OF LIABILITY

17.1 If you choose to use the Payment Services, you do so voluntarily and at your own risk. To the fullest extent permitted by law, Payment Services are provided "as available" without warranties of any kind, express or implied.

17.2 Regardless of the appointment of IBIZA SOCIAL as agent of the Offeror Member for the mere collection of payments for the purpose of accepting payments from Buyer Members through the IBIZA SOCIAL PLATFORM, IBIZA SOCIAL explicitly declines any liability for actions or omissions of any Member or third party. IBIZA SOCIAL has no duty or obligation as an agent for each Member Offeror except as expressly provided in these Payment Terms; any duty or obligation that may be implicitly inferred from the law, to the maximum extent permitted by law, is expressly excluded.

17.3 If we decide to carry out identity checks on any Member, IBIZA SOCIAL excludes, to the extent permitted by applicable law, any form of warranty, express or implied, in relation to the fact that such controls identify a Member's previous improper or unlawful conduct or ensure that a Member does not carry out such conduct in the future.

17.4 The above exclusions of liability shall apply to the maximum extent permitted by law. The User may have additional rights or guarantees that cannot be legally excluded. However, the duration of any legal guarantee will be limited to the maximum extent (if any) permitted by law.

13. ACCOUNTABILITY

18.1 Except as described in Section 18.2, you acknowledge and agree that to the fullest extent permitted by law, you bear the full risk of your access to and use of the Payment Services. If you agree or authorize another person to use your IBIZA SOCIAL ACCOUNT, you are responsible for the actions carried out by that person. Neither IBIZA SOCIAL nor any other party involved in the creation, production or provision of Payment Services shall be liable for accidental, special, exemplary or consequential damages, including loss of profit, loss of data or loss of goodwill, interruption of service, damage to computer systems or malfunctioning of systems, the cost of substitute products or services, nor for damage related to personal or physical injury or emotional stress arising from or related to (i) these Payment Terms, (ii) the use or inability to use the Payment Services, (iii) any communication, interaction or encounter with other Members or persons with whom the User comes into contact as a result of the use of the Payment Services, regardless of whether such damage is based on a breach of a guarantee or contract, an unlawful fact (including negligence), the liability for damage by product or any other source of liability and regardless of whether IBIZA SOCIAL has been informed or not of the possibility of the occurrence of such damage and even if a limited remedy established in this act has not reached the its essential purpose. In no event shall the overall liability of IBIZA SOCIAL arising out of or connected to these Payment Terms and the use by the User or inability to use the Payment Services, may exceed the amounts paid or owed as a Guest for reservations made through the IBIZA SOCIAL Platform in the twelve (12) months preceding the event that gives rise to liability, or if the User is a Host, the amounts paid to him by IBIZA SOCIAL in the twelve (12) months preceding the event from which the liability arises, that is, one hundred US dollars (100 \$), in the absence of such payments, as the case may be. The above damage limitations are essential elements of the agreement between the User and IBIZA SOCIAL. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the specific case. If the User resides outside the United States, this does not affect the liability of IBIZA SOCIAL for death or personal injury resulting from its own negligence, nor for fraudulent statements, misrepresentation of a fundamental issue or any other liability that cannot be excluded or limited under applicable law.

18.2 If you reside in the EU or Australia, Section 18.1 does not apply and IBIZA SOCIAL is liable under statutory provisions for the intent and gross negligence of IBIZA SOCIAL itself, our legal representatives, directors or other Ceos. The same shall apply to the taking of guarantees or any other objective liability or in the case of fatal negligent injury, injury to physical integrity or health. IBIZA SOCIAL is responsible for any negligent breach of essential contractual obligations by IBIZA SOCIAL itself, our legal representatives, directors or other delegated agents; such liability is limited to foreseeable damage typically occurring. Essential contractual obligations are the responsibilities of IBIZA SOCIAL on which the User normally relies and on which he must rely for the proper performance of the contract. Any further liability of IBIZA SOCIAL is excluded to the maximum extent permitted by applicable law.

14. COMPENSATION

To the fullest extent permitted by applicable law, You agree to release, defend (at the choice of IBIZA SOCIAL), indemnify and hold harmless IBIZA SOCIAL and its affiliated companies and subsidiaries, and their executives, directors, employees and agents, from any claim, liability, damages, losses and expenses (including, without limitation, reasonable legal and accounting fees) arising out of or in any manner related to (i) its breach of these Payment Terms; (ii) its improper use of the Payment Services; (iii) the collection and payment of Tourist Tax by IBIZA SOCIAL or (v) its violation of any law, regulation or right of third parties. If the User's country of residence is in the EEA, the indemnity obligation under this Section 19 shall apply only if and to the extent that the claims, liabilities,

damages, losses and expenses have been sufficiently caused by a negligent breach of a contractual obligation on the part of the User.

15. TERMINATION, SUSPENSION AND OTHER MEASURES

20.1 This Agreement shall continue until termination, suspension or other measures are taken as described in this Section 20.

20.2 You may terminate this Agreement at any time by sending us an email or by following the termination procedures specified in the Terms and Conditions. The termination of this Agreement will also be interpreted as a notice and request for cancellation of the IBIZA SOCIAL ACCOUNT in accordance with the Terms of IBIZA SOCIAL. If the User cancels the IBIZA SOCIAL ACCOUNT as Host, IBIZA SOCIAL will provide a full refund to any Guest with confirmed reservations. If the User cancels the IBIZA SOCIAL ACCOUNT as a Guest, IBIZA SOCIAL will refund all confirmed Reservations based on the cancellation policy of the Advertisement.

20.3 Subject to the rights specified below, IBIZA SOCIAL may terminate this Agreement at any time by giving thirty (30) days notice by e-mail to your registered email address.

20.4 IBIZA SOCIAL may terminate this Agreement with immediate effect and without notice (i) in the event of a material breach of the User's obligations under this Agreement; (ii) in the event of providing inaccurate information, fraudulent, out-of-date or incomplete (ii) in the event of a breach of applicable laws, regulations or rights of third parties, or (iii) in the event that IBIZA SOCIAL believes in good faith that such action is reasonably necessary to protect the personal security or property of IBIZA SOCIAL, its Members or third parties (for example in the case of fraudulent conduct of a Member).

20.5 In addition, IBIZA SOCIAL may temporarily or permanently restrict or suspend access to the User or use of the Payment Services (i) to comply with applicable laws or an order or request from a court, law enforcement agencies or other administrative authority or governmental body, or where (ii) you have violated these Payment Terms, the IBIZA SOCIAL Terms, applicable laws or regulations or third party rights, (iii) you have provided inaccurate information, fraudulent, out-of-date or incomplete with regard to the Payment Method or the Payment Submission Method, (iv) the amounts due under these Payment Terms have expired or are unpaid, or (v) IBIZA SOCIAL believes in good faith that such action is reasonably necessary to protect the personal security or property of IBIZA SOCIAL, its members or third parties or to prevent fraud or other illegal activities.

20.6 In case of minor violations and where appropriate, the User will be informed of the measures that IBIZA SOCIAL intends to take and will be given the opportunity to resolve the matter in a manner reasonably satisfactory to IBIZA SOCIAL.

20.7 If IBIZA SOCIAL takes any measure described in this Section, the User may appeal against the decision by contacting customer service.

20.8 If the User is a Host and we take any of the measures described in this Section, We may refund your Guests in full for all confirmed bookings regardless of any pre-existing cancellation policies and you will not be entitled to any compensation for pending or confirmed bookings that have been cancelled.

20.9 If access to or use of the Payment Services has been restricted or this Agreement has been terminated on our initiative, You may not register a new IBIZA SOCIAL ACCOUNT or attempt to access and use the Payment Services through another IBIZA SOCIAL ACCOUNT of other Members.

20.10 Unless the User's country of residence is within the EEA, Sections 10 and 15 to 24 of these Payment Terms shall survive any termination or expiry of this Agreement.

16. APPLICABLE LAW AND JURISDICTION

These Payment Terms will be interpreted in accordance with Spanish law. If the User acts as a consumer and if the mandatory consumer protection laws in force in the User's country of residence contain provisions that are more advantageous to the User, These provisions will apply irrespective of the choice of Spanish law. As a consumer, the User may initiate legal proceedings relating to these Payment Terms before the competent court of the User's place of residence or before the competent court of the registered office of IBIZA SOCIAL. If IBIZA SOCIAL intends to assert its rights vis-à-vis the User as a consumer, it may only do so before the courts of the jurisdiction in which the User is resident. If you act as a company, you agree to submit to the exclusive jurisdiction of the English courts.

17. GENERAL PROVISIONS

22.1 These Payment Terms, including any additions to them by means of additional terms and conditions, policies, guidelines or standards, constitute the entire Agreement between the User and IBIZA SOCIAL with regard to the subject matter of this document and supersede any previous agreement or oral or written agreement between the User and IBIZA SOCIAL regarding the Payment Services.

22.2 This Agreement or your use of the Payment Services does not create any joint-venture, partnership, employment or agency relationship between you and IBIZA SOCIAL.

22.3 If any provision of these Payment Terms is deemed void or unenforceable, this provision shall be deleted and shall not affect the validity and enforceability of the remaining provisions.

22.4 Failure by IBIZA SOCIAL to enforce any right or provision in these Payment Terms will not constitute a waiver of that right or provision, unless this is acknowledged and accepted by IBIZA SOCIAL in writing. Except as expressly stated in these Payment Terms, the exercise of one of the Parties of any of the remedies at its disposal provided for by these Payment Terms shall be without prejudice to the other remedies provided for by these Payment Terms or otherwise permitted by law.

22.5 You may not assign, transfer or delegate this Agreement and your rights and obligations therein without the prior written consent of IBIZA SOCIAL. IBIZA SOCIAL reserves the right, without limitation, to assign, transfer or delegate this Agreement and any of its rights and obligations therein, at its sole discretion, giving thirty (30) days' notice. Your right to terminate this Agreement remains unaffected at any time.

22.6 This Agreement does not confer and is not intended to confer rights or remedies to third parties other than the Parties. Notwithstanding this, the Parties agree that payment card circuits and networks are third party beneficiaries of this Agreement for the purpose of complying with the provisions relating to payments, but their consent or agreement is not required for any changes or changes to this Agreement.

22.7 Unless otherwise provided, all notices or other communications to Members permitted or provided for in this Agreement shall be made in writing and will be sent by IBIZA SOCIAL via e-mail, notification on the IBIZA SOCIAL PLATFORM or messaging service (including SMS and whatsapp).

18. ADDITIONAL TERMS FOR USERS WHO ARE COMPANIES.

The following paragraphs also apply if the User uses the Payment Services as a representative ("Representative") acting on behalf of an enterprise, company or other legal entity (In this case, for the purposes of the Payment Terms, "the User" "and "his" will refer to and apply to such enterprise, company or other legal entity).

You agree to the Payment Terms and will be responsible for any act or omission of employees or external agents who use the Payment Service on your behalf.

The User and its Representative individually declare that they are entitled to provide the information described in Section 6 above and that their Representative has the right to bind them to these Payment Terms. We may ask you to provide additional information or documentation that demonstrates the powers vested in your Representative.

You represent and warrant that: (i) you are duly constituted, validly existing and in accordance with the laws of the country where your business is registered and that you are eligible to receive the Payment Services; and (ii) you have all rights, powers and authorities necessary to enter into this Agreement, fulfil their obligations and grant the rights, licenses and permissions of this Agreement.

If you use the Payment Method for the benefit of your employees or other authorized third parties in connection with IBIZA SOCIAL Business, as permitted by your account, You authorize IBIZA SOCIAL to charge your Payment Method for reservations requested by employees of your company or other authorized third parties.

For any Payment Sending Method linked to your IBIZA SOCIAL ACCOUNT, the User authorizes IBIZA SOCIAL to store the Payment Sending Method, arrange payments using the Payment Submission Method for reservations associated with your IBIZA SOCIAL ACCOUNT and take any other action permitted in the Payment Terms in relation to the Payment Submission Method.

If the User manages, stores or otherwise processes payment card information on behalf of others or any third party, You agree to abide by the privacy and data security requirements of the current data security regulations in the payment card industry in relation to your use at all times, access to and storage of credit card information. For more information, including tools to assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

19. CONTACT IBIZA SOCIAL

You can contact IBIZA SOCIAL regarding Payment Services using the following information:

These Payment Terms are available on the _____. IBIZA SOCIAL will provide a copy of these Payment Terms upon request. If you have any questions about these Payment Terms, please send us an email.