

UBILIBET GENERAL TERMS AND CONDITIONS OF SERVICE

These General Terms and Conditions of Service contain the full content of the current agreements between UBILIBET and the Client, and they replace and override any other previous related contract or agreement between the parties. They do not affect the terms agreed between UBILIBET and the Client for specific services, the provisions of the Specific Conditions for each Service, where applicable, or the provisions of Specific Offers for particular services. The order of prevalence is: (1) Conditions of the Offer, (2) Specific Conditions for each Service, and (3) These General Terms and Conditions.

I. General

1. Object and scope of application

These General Terms and Conditions of Service (hereinafter “GTCS”), jointly with the specific conditions that may be determined on a per-case basis, govern the service provision relationship arising between UBILIBET, S.L. (hereinafter “UBILIBET”), with its registered office at Passeig Sant Joan 72, principal, 08009, Barcelona (Spain) and any third parties (hereinafter the “Client”) that contract the services offered by UBILIBET.

Any applicable specific conditions will be duly agreed with the Client on a per-case basis. Both sets of terms and conditions, general and specific, will be the contractual conditions applicable to the Client’s relationship with UBILIBET. In the event of contradiction between these GTCS and the particular or specific conditions for the products contracted by the Client, the provisions of the latter will prevail.

2. Identification and description of services

These GTCS apply to all services offered by UBILIBET. A detailed description of these services and how they operate can be found on UBILIBET’s website <https://www.ubilibet.com> and in the corresponding conditions of specific agreed with the Client on a per-case basis.

3. Acceptance and validity of the General Terms and Conditions of Service

These GTCS will **take effect as soon as the Client first contracts** any of the products or services offered by UBILIBET. From that point onwards, the GTCS will be generally applicable to all UBILIBET products and services contracted by the Client, without prejudice to the specific conditions that may govern each of them individually.

These GTCS will be **valid for as long as the Client continues to contract any UBILIBET product or service** or, failing this, for as long as they are not replaced with a subsequent version.

UBILIBET will be deemed to have accepted the contractual terms when it activates the service and/or agrees to provide the contracted services by confirming. Should product activation not be immediate, the GTCS will be applicable as soon as notification confirming service provision is made.

Acceptance of these conditions implies acceptance of the policies determined by the regulatory organisations for the product or service in question (for example: IANA, ICANN, Red.es, etc).

4. Client registration process, service contracting and Client obligations

Services can be contracted by natural persons of legal age and by legal persons. In the case of legal persons, services must be contracted by means of proxy, a legal representative of the company or a duly-authorized employee.

In order to correctly **register the Client and contract** any of the services offered by UBILIBET, **the Client must provide certain personal details using the contracting form provided**. The Client is responsible for the truthfulness and accuracy of the details provided in the activation or service contracting process.

Moreover, **the Client undertakes to immediately inform UBILIBET of any change, modification or inaccuracy in these personal details**, whenever this occurs and particularly regarding information that is necessary for managing the performed service. **The Client is responsible for updating the information provided to UBILIBET associated with a specific service, to allow for correct billing of services.**

The Client is solely **responsible for informing UBILIBET of any change relating to the contact persons** with whom UBILIBET manages the contracted services.

The Client must provide UBILIBET with any necessary details requested and required by the relevant authorities associated with the contracted services. The purpose of the foregoing is to comply with the applicable policies and regulations and to allow for correct service provision to be performed. By way of non-exhaustive example, for certain extensions, documentation identifying the owner or administrative contact person will need be provided by the Client as soon as possible after this is requested; the Client must also supply the necessary identifying documentation, duly signed and stamped, in order to effectively transfer domain ownership.

Should the Client supply UBILIBET with inaccurate or incomplete information, or if UBILIBET's security systems detect that any information provided by the Client may be inaccurate or incomplete, or may lead to potential fraudulent use of the contracted service, **UBILIBET reserves the right —after verifying this point— to decline to activate and/or to suspend the service until the Client rectifies these errors, or until it provides the additional**

information required by UBILIBET to (re)activate the service (as applicable on a per-case basis). UBILIBET also reserves this right should the competent entities (e.g. banks or credit card owners) reject payments made by the Client. If the service is already activated, UBILIBET reserves the right to cancel it definitively if errors are not rectified, the requested information is not provided, or pending payments are not made (whichever applies), as soon as possible since requested.

5. UBILIBET's rights and obligations

UBILIBET undertakes to **act diligently and in good faith** in its relationship with the Client, and to **provide services under the terms established** in these GTCS and any applicable specific conditions.

UBILIBET confirms that it has the **necessary technical means** to guarantee provision of the contracted services at all times, offering the highest quality of service provision. Notwithstanding, UBILIBET may reserve the **right to temporarily suspend the contracted service** in the event of external and/or third-party occurrences beyond its control that may entail temporary or permanent suspension of the service (for example, internet network issues, server faults, technical repairs and/or equipment maintenance that are unexpected and unassociated with UBILIBET). If the Service is temporarily suspended, UBILIBET undertakes to resume it as soon as possible. The Client accepts that it will tolerate, within reasonable limits, these risks and imperfections, or the very occasional unavailability of services due to occurrences caused by technical issues or unassociated third parties.

Likewise, UBILIBET will endeavour to **activate the service at the agreed time and under the agreed conditions**; however, it will not be held responsible for late activation or for circumstances or events beyond its control, such as delays or malfunctions attributable to third-party operators, unforeseen circumstances or force majeure.

Be that as it may, UBILIBET will provide the Client with all the **information relevant to the contracted services** and regarding related incidents or problems that may arise.

UBILIBET must also **comply with the current applicable regulations** for each contracted service. Furthermore, all information or documentation provided to UBILIBET by the Client for the purposes of contracting a service will be deemed and treated as **confidential information** and may not be shared with third parties without the latter's consent. UBILIBET confirms that it has the reasonably necessary **security measures** to protect the information provided by the Client and to prevent non-authorized access.

Moreover, UBILIBET will have the **right to charge the Client the price agreed** for service provision and to require payment if it is delayed. UBILIBET may use the information provided by the Client to obtain and require outstanding payments.

UBILIBET will **collaborate with the competent public and administrative authorities** whenever it is requested to provide the necessary information and/or details to prosecute unlawful acts.

UBILIBET, with regard to service provision, **is not generally obliged to monitor the information** that it shares or stores, nor is it generally obliged to actively seek out facts or circumstances that may reveal the existence of unlawful activities. Be that as it may, should UBILIBET become aware of any irregularity or potential unlawful activities, it will comply with its relevant legal obligations and, as such, it reserves the right to inform the judicial or administrative authority with oversight functions. In such cases, it may, by request of the competent authority, supply information in its possession that allows for identification of the beneficiary of its services, for the purposes of determining and preventing unlawful activities. UBILIBET will act swiftly if, by request of the competent judicial or administrative authority, it must prevent access to services, and/or it will inform the competent authorities should it become aware that any Client's use of its services is unlawful or harmful in nature.

UBILIBET will not arbitrate to resolve disputes between the Client and third parties regarding certain contracted services, such as e.g. domain names.

In the event of any conflict related to domain name allocation, the Client undertakes to comply with the conflict resolution rules established by ICANN and/or the Assigned Numbers or Registration Authorities responsible for administering domain names, as applicable. Thus, the Client must submit to the dispute policies determined for each extension used, as required.

6. Conditions of use of the contracted service/product

Using contracted services in bad faith is not permitted. Furthermore, any use of services that **infringes the applicable laws or third-party rights** is not permitted.

Under no circumstances does UBILIBET allow its services to be used to publish, store or share content of any type that infringes fundamental third-party rights (for example, violent, obscene, racist or discriminatory content, or content that could in any way be illegal or a potential offence).

The following is not permitted, including but not limited to: accessing personal data without consent or by contravening the applicable laws; using IT programmes to unblock content that is protected as intellectual property; or using UBILIBET services for unlawful purposes to harm third parties (spam, phishing, scams, spreading viruses, or any other activity performed to sabotage or commit fraud or crime).

In all such or similar cases, **UBILIBET reserves the right to temporarily or permanently suspend or cancel the contracted services** if it detects activities that are unlawful, high-risk or prohibited by law, or if any competent authority so imposes, without the need to inform the Client beforehand.

Breaches by the Client of any of the aforementioned prohibitions may entail the termination of its contract, due to non-compliance and without the right to compensation for the Client.

In the event of any **act performed directly or indirectly by the Client, or by a third party consequent to negligence on the part of the Client**, that may entail damages for UBILIBET or any of its other Clients or its users in general, or for third parties, **UBILIBET reserves the**

right to immediately suspend or cancel the services provided to the Client and to immediately terminate the contract without the right to compensation for the Client.

7. Special conditions for domain registration/renewal

UBILIBET is established as a registrar for certain domain name extensions, and as a reseller for others.

By means of these General Terms and Conditions, jointly with the specific conditions – if applies – depending the domain name in question, **the Client authorises UBILIBET** to act on its own behalf before the authorities (hereinafter the “Assigned Number Authority”) responsible for the domain name in question, **to perform any necessary acts for assigning and renewing domain names**, including the corresponding payments and receipt of notifications.

UBILIBET will duly inform the Client of, and the Client has knowledge of, the current rules and procedures, terms and conditions, fees and payment methods and established technical requirements for registering domain names in the different extensions of the Client’s interest.

By means of these terms and conditions, the Client acknowledges and accepts that breaches of these rules, where this is expressly established, will entail loss and possible reallocation of the domain name.

Moreover, the Client also acknowledges that has been informed throughout this document of the importance of always updating the Assigned Number Authorities regarding any information provided related to domains and of the fact that any untruth or inaccuracy in the details may lead to deregistration of the domain name in question.

The Client acknowledges that it is solely responsible for complying with the obligations derived from the domain name that it owns, and thus confirms that the domain name does not infringe any third-party rights, nor will it be used for illicit purposes.

The Client is aware of the procedures for domain-related dispute resolution that may be required and in which it must participate in the event of a conflict.

Furthermore, the Client consents to its details being disclosed to these Assigned Number Authorities for registration and renewal purposes only, and in order to establish a channel of communication through its contact person.

8. New service activation and payment methods

Considering the customised nature of the services provided by UBILIBET, **service prices will be those provided to the Client by the Consultant at the point of activation and service contracting and accepted by the Client.**

When a new service for the Client is activated, **UBILIBET will automatically generate an order to provide the service and track it. Order generation will entail the start of the provision of**

the service and simultaneously the issuing of the corresponding invoice for payment of the service contracted by the Client.

The payment method and date for this new service activation will be that mutually agreed between UBILIBET and the Client. The default payment time-frame will be determined as within 30 days of the corresponding invoice being issued. Certain services can only be provided if payment is made in advance (Adult Block, DPML, Registry Lock, TMCH (Trademark Clearinghouse), among others).

The payment methods available to the Client are:

- a) **Bank transfer:** To be made to the UBILIBET account provided, within 30, 60 or 90 days of the start of the service provision, as agreed. The time-frame is 30 days if no express written agreement is made.
- b) **Direct debit:** The Client must supply its bank account's IBAN or SWIFT code in order to set up a direct debit, in accordance with the SEPA regulation.
- c) **Purchase order:** If purchase order is chosen as the payment method, the Client must provide the order number within a maximum of 30 days from the notification confirming the service. Should the Client fail to supply this order number, UBILIBET will be authorised to charge for the provided service without requiring an order number. Therefore, the Client must notify UBILIBET of the order number details within 30 days if it wishes to use this billing method. Should the order number not be provided within the correct time-frame, UBILIBET may require an invoice without needing an order number, in order to charge for the services provided.

If activation of a new service entails subsequent renewal, the billing method will also be agreed with the Client in order to renew the contracted service. For further information, please refer to the "Service Renewal" section below.

The Client certifies that the billing information provided is true and complete. Moreover, the Client accepts that it is solely responsible for updating this information.

Billing notifications will be sent using the details supplied by the Client. UBILIBET will not be held responsible for non-receipt of these notifications. The Client is responsible for informing UBILIBET of any modification to these details.

During sunrise periods, if the Register rejects the domain name, UBILIBET will reimburse 75% of the payment amount. The remaining 25% will be charged as domain name handling and transaction costs.

Should the Register reject domain names with a validation process before they are allocated, UBILIBET will reimburse 75% of the billed amount and will retain 25% of the charge to cover handling and transaction costs.

Where applicable, UBILIBET will rectify payments by bank transfer to the bank account number provided.

Non-payment: Should bills be returned, delayed or unpaid, UBILIBET may, at any point and without the need for prior notice, totally or partially suspend services until paid. The delay in

payment for more than 30 days from the due date of the corresponding receipt or invoice empowers UBILIBET to definitively cancel the service without there being any liability attributable to UBILIBET and without the need for further requirements to the Client.

9. Service renewal

Unless the specific conditions or nature of the service imply otherwise, **general service duration is yearly**. Therefore, in general, renewals will also be yearly, unless otherwise indicated or agreed.

Due to UBILIBET's **automatic renewal system**, **contracted services will be tacitly renewed (with the exceptions indicated below) if the Client does not express otherwise within the notice periods established** in these GTCS, in the specific conditions, or in any agreement entered into with the Client, as applicable on a per-case basis.

UBILIBET offers the Client a **flexible payment system for service renewal**, with 4 different options:

Monthly	Quarterly	Biannually	Yearly
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The payment option chosen for renewal **can be changed whenever the Client wishes**, provided that it notifies UBILIBET, by email, a minimum of 30 days in advance of the billing date.

UBILIBET will send notice of service renewal by email, in accordance with the process detailed in the following table:

Notice	Monthly billing	Quarterly billing	Biannually	Yearly billing
First notice	1st of the month	1st December, March, June, September	1st December and June	1st November
Second notice				1st December

Notifications regarding **notice of renewal will be sent to the email address specified by the Client** as the responsible contact person. Moreover, the Client may nominate as many authorised contact persons as it wishes, in order that they also receive these notifications. The Client agrees to keep that email address permanently updated. UBILIBET is not responsible for communications not reaching their destination due to failure to update the recipient's email address.

As mentioned above, it is the Client's responsibility to update this information to allow the services provided by UBILIBET to be correctly performed. Under no circumstances will UBILIBET be held responsible for problems and occurrences deriving from contact information provided by the Client that is not updated, true, exact or accurate.

In certain cases, additional charges may be applied to late renewals. This redemption period may vary depending on the extension and Assigned Number Registrar in question.

Furthermore, the opposite is also possible: renewal being required before the threshold period. In certain cases, depending on the extension and Assigned Number Registrar in question, renewal will be required through a longer notice period than usual (1 month) to allow for timely renewal.

IMPORTANT: The tacit renewal of domains provided in these Terms of Service (renewal in the absence of communication in this regard within the term or in the absence of absolute communication from the Client) will be carried out by UBILIBET only once. The lack of communication – absolute or on time – may lead to the non-renewal of the service, without the need for further information to the Client on this matter. The non-renewal of a service may lead to loss of information or data for the Client, who will be solely responsible for such losses. The same provisions in this section apply in the event of non-payment of invoices for service, whether initial or renewal: when the expiration date of the contracting invoice for the service or renewal (whichever is applicable) requires a payment from the Client and the Client does not pay, UBILIBET reserves the right to definitively cancel the service without further processing and without UBILIBET being thus held responsible for any consequence, etc.

10. Service cancellation/non-renewal

Once the services have been performed, **the Client may request their cancellation/non-renewal; however, due to the nature of the provided services, the amount paid will not be totally or partially refunded.**

To cancel/decline to renew a specific service, the Client must give UBILIBET prior notice, in accordance with the table below, depending on the agreed renewal option:

Non-renewal timeframe	Monthly billing	Quarterly billing	Biannually	Yearly billing
Deadline for prior notice of cancellation	20th of the month	28th November, March, June and September	1st December and June	28th December

UBILIBET automatically renews services if the Client does not expressly wish to cancel or decline to renew them within the established time-frames; the cost of this renewal is charged to the Client. This renewal only takes place for the first following term of the contract after its entry into force (normally one year). UBILIBET reserves the right not to renew a Service beyond the first annual extension of the Service in the event of (1) non-payment, or (2) not having express instructions from the Client to do so, without there being any attributable, contractual or non-contractual liability for loss of domains, loss of data, ceased profits, etc.

11. Full termination and/or transfer of services

Unless otherwise stated in the specific conditions, or due to the nature of the service in question, general service duration is yearly.

As indicated above and, unless otherwise agreed, renewal is generally automatic; therefore, should the Client not wish to renew, this must be notified giving the corresponding prior notice.

Notwithstanding, **the contracting Parties may terminate their contractual relationship** in accordance with the applicable regulations and due to causes permitted by law, such as: (i) mutual written agreement between the parties and (ii) early termination of the contract, provided that the Client notifies UBILIBET in writing and gives prior notice of its desire not to continue with the contracted service.

Under no circumstances will the contractual relationship exempt the parties from complying with their outstanding obligations, if any.

Without prejudice to the foregoing, the Parties may terminate their relationship at any point if the other party: (i) seriously or repeatedly breaches its agreed obligations; (ii) goes into voluntary or involuntary liquidation or administration; (iii) any other circumstance laid down by law occurs.

Should a breach on the part of Client cause termination of the contract, UBILIBET reserves the right to early termination of this contract and, therefore, to dispossess the Client of the contracted product without notice and without the Client having the right to compensation or reimbursement of any amount. For example, in the case of contracting or declining to renew a service, non-payment will authorise UBILIBET to cease to provide the service, without the need to give notice beyond the terms herein and without being held responsible for the potential consequences incurred as a result of the definitive cancellation of the service for the Client or third parties.

If the Client decides to terminate the contractual relationship and transfer its domain portfolio to another service provider during the renewal period, it must expressly state its desire to cancel this renewal within the cancellation time-frame established in the table above and according to its billing option.

If the Client does not express its desire to decline to renew the domains within the established time-frame, UBILIBET will proceed to renew the domains in order to prevent any type of loss (for example, loss of the Client's domain and all its accessories, such as websites and/or email accounts); **the cost of this renewal will be charged to the Client.** See Clause 9.

In any case, if no notification is received from the Client, UBILIBET will proceed to renew the domains – only once, see Clause 9 –, charging the Client for the associated costs. Notwithstanding, if no notification is received from the Client, UBILIBET will, by default, renew the domains with the status of “ACTIVE, DO NOT RENEW”, unless the Client has expressly communicated its desire to renew them and pay the agreed prices.

II. Other service-related clauses

12. Data protection

Any personal data collected during the activation and payment processes for UBILIBET services (a Register Group Company —<https://www.registergroup.eu/>—) will be stored in electronic databases owned by Register, located in Florence (Register.it S.p.A. with its registered office at viale della Giovine Italia 17, Florence, postcode 50122.) UBILIBET undertakes to constantly protect its users' online privacy. UBILIBET's website ([privacy-policy](#) and [cookies-policy](#)) includes our privacy policy, with information on how it processes your personal information when you use our services, allowing you to give informed, voluntary consent to the processing of your personal data. We hereby remind you that, in the different sections of UBILIBET's website where we collect your personal data, specific information is published in compliance with article 13 of Regulation 2016/679 (EU) (hereinafter, the "Regulation"), which must be read and approved before the requested data is provided. The information and details that you supply, or that are otherwise acquired during activation of the different UBILIBET services (such as, among others: registration of domain names, email accounts, provision of certificates, provision of web space, hosting services, provision of other auxiliary services; hereinafter and jointly, the "Services"), will be processed in accordance with the applicable rules and confidentiality obligations on which UBILIBET's activities are based. In accordance with the Regulation, UBILIBET's processing of personal data will be based on the principles of legality, correction, transparency, purpose and limits of data retention, minimisation of data, precision, integrity and confidentiality.

12.1. Personal data processing

With regard to the processing of personal data relating to the Client, UBILIBET will act as the data controller for administrative purposes and will be responsible for billing and the general handling of the contractual relationship with the Client, for the purposes of protecting its interests and complying with the legal obligations to which UBILIBET is subjected (for example, the rules on storing traffic data). The same applies to the processing of personal data relating to certain Services such as registration and/or management of domain names, as described in detail in the Privacy Policy available [here](#).

Regarding provision of Services that anticipate personal data processing on the Client's part, the Client usually acts as the data controller, unless it acts as the data processor on behalf of a third party that acts as the data controller, or as the data processor itself, whereas UBILIBET usually acts as the data processor on behalf of the Client, in accordance with the instructions issued by UBILIBET and detailed in writing in the "Standard DPA", available by following [this link](#) and which should be considered an integral part of these General Terms and Conditions of Service (GTCS).

If the Client intends to customise the content of Appendix 1 of the "Standard DPA", the "Data Processing Agreement Template - Editable" can be downloaded from [this link](#). In such cases, the Client undertakes to complete and sign the corresponding contract and to send it to dpo@ubilibet.legal.

12.2. Right to withdraw and other end-user (consumer) rights

Services are normally activated no later than 24–48 hours after contracting is confirmed. Once the service has been contracted and provision has begun, the Client or end consumer has no right to withdraw.

With regard to the provisions of Spanish regulations for the protection of consumers and users and Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the Client is hereby informed, and expressly accepts and confirms (complying with the provisions of Royal Legislative Decree 1/2007, particularly articles 97.1.1) and 99.2) that, considering the characteristics of the contracted services and the automated procedures used, requesting the service is simultaneous to the start of contract compliance, as is the customising of the services (choosing the domain name). To this effect, once UBILIBET has begun to perform the service provision in question, the Client cannot opt to withdraw from the contracting process.

III. Contractual amendments, liability and intellectual property

13. Amendments to the GTCS

UBILIBET reserves the right to amend these GTCS and/or the specific service conditions at any point; the latest terms and conditions published on <https://www.ubilibet.com/es/legal/> are always deemed to be the valid version. Amendments will be made in accordance with the provisions of these GTCS and the current applicable regulations at any given time. The Client will be deemed to accept the amendments if, once this period has elapsed, it continues to use or renews the services provided by UBILIBET.

14. Liability regime

The Client undertakes to act fairly and in good faith for as long as it uses UBILIBET's contracted services.

The Client has full liability for the content hosted in the contracted products or services, for any information shared and stored, for links and for any potential third-party losses and legal action that may arise relating to intellectual property and other matters.

The Client is responsible for compliance with the applicable laws and the rules governing operation of the contracted product or service.

The Client declares that, to the best of its knowledge, **its use of the services is lawful and does not affect third-party intellectual or industrial rights.**

The Client accepts liability for all intents and purposes for any undue use that it may make of the services offered by UBILIBET.

UBILIBET is in no way liable, neither directly nor collaterally, for any direct or indirect harm that the Client may cause to third parties through its conduct and/or use of the products and services offered by UBILIBET.

In all cases, and regardless of the contracted service(s), **the Client is responsible for making back-up copies to save its information**; under no circumstances can UBILIBET be held responsible for potential data or financial losses, or losses of any other type. UBILIBET does not save access logs for the Client's website or email accounts associated with the contracted domain(s). This applies even in the event of the cancellation – for whatever reason – of the service.

In summary, and including but not limited to following, **UBILIBET will not be held responsible for**: the **content** hosted in the contracted services or the information communicated; **errors** caused by unconnected third parties; contamination with **viruses** of the Client's equipment; third-party **intrusions** in UBILIBET services despite security measures being present; **faulty configurations** on the part of the Client; **deterioration** of equipment or **incorrect use** by the Client; **infringement** of intellectual or industrial property **rights**, or of any other third-party rights deriving from the Client's incorrect use of UBILIBET services; and, in general, **anything exclusively attributable to the Client**.

Under no circumstances can UBILIBET be deemed liable to the Client nor to third parties for losses of profit of income, or any other indirectly-resulting losses of profit or damages related to these GTCS. Services may be suspended, cancelled or transferred by request of the competent authorities.

15. Communication between the parties

The relationship between the parties is that of Client and Service Provider.

In general, and except in scenarios where a specific formality is legally required, the parties agree to communicate by **email**, using the contact information and addresses agreed in the activation process. As mentioned and repeated above, the Client must inform UBILIBET of any changes to the responsible contact persons and their email addresses, to allow for correct service provision on UBILIBET's part.

16. Intellectual and/or industrial property rights

UBILIBET is the owner of all trademarks, copyright and property, know-how and all IT programmes related to the services provided by UBILIBET. The Client will only be granted a limited, non-transferable user right.

The Client guarantees that it owns the information that it uses, stores and/or communicates through the contracted service and, in any case, it has the corresponding authorisation and does not harm third parties.

IV. Applicable law and jurisdiction

17. UBILIBET applicable law and jurisdiction

Spanish laws will be applicable to this contract, its interpretation and termination. The parties submit, in the case of professional users and legal persons, and expressly waiving any corresponding jurisdiction, to the Courts of the city of Barcelona.

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Last updated: 24/10/2022