

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 Calle Ulldescon, 21, planta 1, 08038, 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 in its updated version

www.ubilibet.com

in force at any given time 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-authorised 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 Company or personal details, whenever this occurs and particularly regarding information that is necessary for managing the contracted 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. In the event of a change in the individual or legal entity holding the services (whether due to a merger, spin-off, dissolution, liquidation, and allocation of rights and obligations, sale of a business or branch of activity, allocation of rights and/or duties for any reason, etc.; without this list being exhaustive), the transferring or assigning owner of the contracted service is obliged

to inform both the purchaser and UBILIBET of the changes. UBILIBET is not responsible for any effects that a lack of communication may have. In particular (but not limited to), see Clause 9 of these Terms and Conditions regarding the renewal of 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.

As a general rule, the services contracted with Ubilibet are managed through Ubilibet's main platform and/or Ubilibet's own or customary channels, tools, and systems. However, in certain specific cases, and only where applicable by reason of the contracted service, Ubilibet may provide the Client with access to a control panel supplied and technically operated by NOMINALIA Internet, S.L. ("Nominalia"), a company belonging to the same business group as Ubilibet.

In such cases, and without prejudice to the contractual relationship of the Client remaining with Ubilibet, Nominalia shall intervene solely as the technical provider of said control panel. The reference to said panel does not imply that all clients have access to it or that they may request it. Access shall only be granted to those clients for whom it is necessary or appropriate by reason of the contracted service and when Ubilibet so determines.

With the aim of strengthening the security measures applicable to the access and use of said management panels, when the Client has been granted access to a panel technically operated by Nominalia, the use of enhanced authentication systems may be required, including, among others, two-factor authentication (2FA) and/or one-time passwords

(OTP). In the case of clients whose services do not belong to the Online Brand Protection (OBP) segment, such verification may be required to access modules containing sensitive information or to perform sensitive actions within the control panel. In the case of panels corresponding to Online Brand Protection (OBP) services, as these are non-selfmanaged services, such verification may only be required at the time of logging in. This provision shall apply exclusively to services or panels managed through the Nominalia platform, without prejudice to Ubilibet being able to implement equivalent measures on its own platforms in the future.

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. In this regard, the Client accepts and acknowledges that UBILIBET cannot in any way be held liable for delays or failures in the provision of the Service due to causes beyond the reasonable control of UBILIBET, such as, but not limited to: (i) acts of God or force majeure; (ii) events dependent on third parties such as, inter alia, interruption or malfunction of the services of telecommunications operators and/or power lines or acts or omissions of the competent registration authority, or of judicial, police or administrative authorities; (iii) malfunctioning of terminals or other systems, hardware or software, used by the Client. If the Service is temporarily suspended, UBILIBET undertakes to resume it as soon as possible. The Client also accepts that UBILIBET may under no circumstances be held responsible for acts or omissions attributable to the Client and contrary to or in conflict

with the obligations assumed thereby within the meaning of these General Conditions and/or a Service Order, nor may it be held responsible for malfunctions due to defects in the means necessary for access to the Service, or the inappropriate use thereof and/or the methods of access to the Service by the Client or third parties. UBILIBET cannot in any case be held liable to the Client or to third parties for loss of profits, loss of income, or for any other form of loss of profits or indirect or consequential damages related to the performance of these Conditions and/or a Service Order. UBILIBET is liable to the Client for direct and foreseeable damages caused by UBILIBET as a result of its breach of Contract, but is not liable for other damages that are not direct and foreseeable. Where the loss involves a series of related occurrences, they shall be considered hereunder as a single occurrence.

UBILIBET in no way excludes or limits its liability where it is unlawful to do so. This includes liability for death or personal injury caused by negligence on the part of UBILIBET or its employees, agents or subcontractors, or for fraud.

UBILIBET is not liable for commercial losses. If the Client uses the products for commercial, business or resale purposes, UBILIBET shall not be liable (the following list is merely informative and not limiting) for loss of profit, loss of business, business interruption or loss of business opportunities. Neither is UBILIBET responsible for any damage or loss, whether direct or indirect, which the Client may suffer as a result of any virus, Trojan or other disabling device affecting the services or systems.

The Client and UBILIBET expressly exclude any right of third parties who might otherwise be entitled to demand compliance with the terms of the Contract as if they were a party to it.

UBILIBET's liability towards the Client shall in no case exceed an amount equivalent to the cost of the services paid for by the Client in the last twelve months.

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-authorised 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 reserves the right to change the prices in force at any time, giving 30 days' notice. If the Client does not agree, they shall have the right to cancel their contract

(unless the price change benefits them, is related to inflation or to an increase in the price of the services of UBILIBET's suppliers).

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. The Services may be suspended, cancelled or transferred at the request of the competent authorities.

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, highrisk 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 that any action carried out by the Client directly or indirectly (including through its website or e-mail) or by a third party as a consequence of negligence on the part of the Client, may cause damage or harm to UBILIBET or to any of its other clients or users in general, or to third parties, UBILIBET may immediately suspend or cancel the services provided to the Client, and/or close the offending website, and/or immediately terminate the contract, all without the right to compensation for the Client. UBILIBET may inform the Client of this interruption and its causes by email.

7. Special conditions for domain registration/renewal

UBILIBET acts as an accredited registrar for certain domain name extensions, as well as a reseller for others.

Pursuant to these General Terms and Conditions, together with the Particular Conditions—where applicable in the specific case—depending on the domain name in question, the Client authorizes UBILIBET to act on its behalf before the bodies or Authorities responsible (hereinafter, the “Assigning Authority”) for the domain name in question, to carry out all necessary actions for the assignment and renewal of the domain name, including the corresponding payments, as well as the receipt of communications.

Upon contracting the product or service, UBILIBET shall adequately inform the Client, and the Client hereby declares that they understand and are aware of the responsibilities of the owner, administrative, and technical contacts, and are current with the existing rules and procedures, terms and conditions, fees, payment methods, and technical requirements established for the registration of domain names across the various extensions in which they have an interest. In particular, the Client is informed that, in order to act on the Client’s behalf pursuant to the authorization granted, UBILIBET provides the bodies or authorities with its own contact details (as Administrative Contact and/or Technical Contact and/or as Owner Contact, respectively CAdmi, and/or CTech, and/or COwner). The Client may at any time revoke this authorization or request that UBILIBET replace the contact details (e.g., the email address) with the Client’s own; however, in such event, the Client shall be solely responsible for managing the communications they may receive as CAdmi, and/or CTech, and/or COwner of their domains managed through UBILIBET, exonerating UBILIBET from all liability regarding said domains if, for example, due to error, negligence, or lack of knowledge, the Client fails to act correctly or fails to respond to legal, administrative, or technical requests received from the corresponding Assigning Authorities, and as a consequence, the domain is damaged, cancelled, or lost.

By means of these Conditions, the Client acknowledges and accepts that failure to comply with these rules, in cases where this is expressly established, shall result in the loss of the domain name and its possible reassignment.

The Client also acknowledges that they have been informed throughout this document of the importance of always keeping the information provided to the Assigning Authorities updated in relation to the domains, and that any falsehood or inaccuracy in the data may be grounds for the cancellation of the domain name in question.

The Client acknowledges that they are solely responsible for complying with the obligations derived from the domain name of their ownership; therefore, they affirm that the domain name does not violate the rights of third parties and shall be used for lawful purposes.

The Client is aware that there are domain dispute resolution procedures in which they may be required to appear and that they have the obligation to be a party to such proceedings should a conflict arise.

Likewise, the Client consents to their data being transferred to these Assigning Authorities for the sole purposes of registration and renewal, as well as to establish a means of communication through their contact details.

Furthermore, the Client expressly requests and authorizes UBILIBET, within the framework of the contracted registration, renewal, maintenance, administration, and management services for domain names, to enter, maintain, and utilize—whenever technically and regulatorily permissible according to the extension, Registry, Registrar, Assigning Authority, or applicable law—email addresses managed by UBILIBET or specific aliases linked to the Client as the contact details for the owner or registrant, as well as as the administrative, technical, and/or management contacts of the domain, in the corresponding domain name registries or databases.

The Client acknowledges and accepts that the purpose of said authorization is to centralize, expedite, and ensure the receipt, control, and processing of operational, technical, administrative, legal, verification, or compliance communications sent by registrars, registries, assigning authorities, competent authorities, or authorized third parties, thereby preventing the neglect or loss of communications relevant to the preservation, maintenance, security, and proper management of the domains.

Notwithstanding the foregoing, UBILIBET shall maintain in its records true, accurate, complete, updated, and verified contact details of the owner or registrant of the domain name, as provided by the Client or by the natural or legal person designated by the Client. UBILIBET may make such data available to registries, registrars, competent authorities, assigning authorities, or authorized third parties upon a lawful and valid request in accordance with applicable regulations, including, where applicable, the policies, rules, or procedures of the corresponding registry or registrar.

The Client undertakes to provide UBILIBET with truthful, accurate, complete, and updated information regarding the owner or registrant of the domain name, as well as to communicate any modification of such data without delay and to cooperate in the verification processes that may be required pursuant to applicable law or the policies of the corresponding registry, registrar, or competent authority.

In all cases, the ownership of the domain name and the identifying data of the owner or registrant must correspond to the Client or to the natural or legal person designated by the Client; the use of an email address managed by UBILIBET, or an alias linked to the Client, shall not imply a transfer of ownership, an assignment of rights over the domain name, nor shall it attribute to UBILIBET the status of owner or registrant thereof.

UBILIBET may receive, review, and manage such communications in the name and on behalf of the Client, informing the Client or requesting their instructions whenever necessary or convenient due to the nature of the communication. The Client may revoke this authorization at any time and request the replacement of said addresses with their own, assuming from that moment onward the responsibility for the receipt, monitoring, and responding to communications sent to such addresses.

The present authorization shall be understood without prejudice to the specific rules, policies, or requirements applicable to each extension, Registry, Registrar, Assigning Authority, competent authority, or intervening provider, which shall prevail in the event of a conflict. In particular, where such rules require that the registrant's email address be managed directly by the registrant, or impose additional identification, verification, or contact requirements, UBILIBET and the Client shall comply with such requirements.

Furthermore, the Client expressly requests and authorizes UBILIBET, within the framework of the contracted registration, renewal, maintenance, administration, and management services for domain names, to enter, maintain, and utilize—whenever technically and regulatorily permissible according to the extension, Registry, Registrar, Assigning Authority, or applicable law—email addresses managed by UBILIBET or specific aliases linked to the Client as the contact details for the owner or registrant, as well as as the administrative, technical, and/or management contacts of the domain, in the corresponding domain name registries or databases.

The Client acknowledges and accepts that the purpose of said authorization is to centralize, expedite, and ensure the receipt, control, and processing of operational, technical, administrative, legal, verification, or compliance communications sent by registrars, registries, assigning authorities, competent authorities, or authorized third parties, thereby preventing the neglect or loss of communications relevant to the preservation, maintenance, security, and proper management of the domains.

Notwithstanding the foregoing, UBILIBET shall maintain in its records true, accurate, complete, updated, and verified contact details of the owner or registrant of the domain name, as provided by the Client or by the natural or legal person designated by the Client.

UBILIBET may make such data available to registries, registrars, competent authorities, assigning authorities, or authorized third parties upon a lawful and valid request in accordance with applicable regulations, including, where applicable, the policies, rules, or procedures of the corresponding registry or registrar.

The Client undertakes to provide UBILIBET with truthful, accurate, complete, and updated information regarding the owner or registrant of the domain name, as well as to communicate any modification of such data without delay and to cooperate in the verification processes that may be required pursuant to applicable law or the policies of the corresponding registry, registrar, or competent authority.

In all cases, the ownership of the domain name and the identifying data of the owner or registrant must correspond to the Client or to the natural or legal person designated by the Client; the use of an email address managed by UBILIBET, or an alias linked to the Client, shall not imply a transfer of ownership, an assignment of rights over the domain name, nor shall it attribute to UBILIBET the status of owner or registrant thereof.

UBILIBET may receive, review, and manage such communications in the name and on behalf of the Client, informing the Client or requesting their instructions whenever necessary or convenient due to the nature of the communication. The Client may revoke this authorization at any time and request the replacement of said addresses with their own, assuming from that moment onward the responsibility for the receipt, monitoring, and responding to communications sent to such addresses.

The present authorization shall be understood without prejudice to the specific rules, policies, or requirements applicable to each extension, Registry, Registrar, Assigning Authority, competent authority, or intervening provider, which shall prevail in the event of a conflict. In particular, where such rules require that the registrant's email address be managed directly by the registrant, or impose additional identification, verification, or contact requirements, UBILIBET and the Client shall comply with such requirements.

7.1 Contact Definitions and Responsibilities

CTowner: The person (individual or legal entity) who owns and is responsible for the use of the domain, and who must comply with the terms and conditions published by their Registrar, including the applicable policies of their Registrar, the Registry, and ICANN.

CAdmi: The individual or legal entity that is authorized by the Domain Assignment Authority or Registry to make decisions on behalf of the owner, as well as to perform most domain management functions on behalf of the owner. The Administrative Contact is also the person or organization that answers legal questions about the domain.

CTech: The person or organization that makes technical decisions about the domain, such as website hosting, IP addresses, and/or the authorized DNS servers for the domain.

7 bis. Special conditions applicable to the TLS/SSL certificate management service

7 bis.1. Object and scope of application

This section governs the specific conditions applicable to the public trust TLS/SSL certificate management service provided by UBILIBET (hereinafter, the “Service”), particularly when the Client has opted for a non-automated management method. Unless expressly stated otherwise in the Offer or applicable specific terms, UBILIBET acts as the Service provider and as an intermediary between the Client and the certificate-issuing certification authority (hereinafter, the “CA”). The validation, issuance, re-issuance, revocation, or denial of a certificate depends, ultimately, on the CA and the applicable policies and technical requirements. Unless the Offer or specific terms identify a particular CA, these conditions shall apply regardless of the CA whose certificates UBILIBET manages at any given time. The provision of the Service shall be subject to the prevailing policies and requirements of the CA/Browser Forum, root program and browser operators, the CA, and other third parties involved in the process. When the Client uses an automated method, the technical procedure shall also be governed by the specific terms and specifications of the contracted automation solution.

7 bis.2. Definitions

TLS/SSL Certificate: A digital credential issued by a CA that enables server authentication and the establishment of encrypted connections via HTTPS. The Service may include DV, OV, EV, SAN, or Wildcard certificates, depending on the product purchased.

CSR (Certificate Signing Request): A certificate signing request generated by the Client based on a cryptographic key pair, it contains the public key and the data required to request the issuance or re-issuance of the Certificate.

Technical re-issuance: The periodic issuance of a new Certificate during the contractual term of the Service, necessitated by the expiration of the previous Certificate’s technical validity. This action, also referred to as “technical revalidation” in operational communications, does not constitute a contractual renewal.

Validation: The process by which the CA verifies domain control and, where applicable, the identity and details of the holder organization, as a prerequisite for the issuance or re-issuance of the Certificate.

Private key: A secret cryptographic component associated with the public key included in the CSR, it must remain under the Client’s exclusive control at all times.

7 bis.3. Service Duration, Billing, and Technical Validity

Unless the Offer, the specific terms and conditions, or the nature of the Service provide otherwise, the contractual term of the Service shall be one year. The billing frequency agreed upon with the Client—monthly, quarterly, semi-annually, or annually—shall not alter the duration of the Service nor be linked to the technical expiration date of each Certificate. The maximum technical validity of each Certificate shall be that permitted by the policies and requirements applicable at any given time and may be shorter than the contractual term of the Service. Consequently, it may be necessary to issue or re-issue one or more Certificates during a single annual period to maintain technical continuity. Technical re-issuances required within the contracted period shall be included in the Service price and shall not incur additional costs for the Client, provided they do not entail a modification of the product, its coverage, the number of domains or SANs, the holder organization, or any other contracted characteristic. Extensions or modifications to the scope may require a new contract or additional billing. The technical expiration of a specific Certificate shall not result in the termination, cancellation, or non-renewal of the contracted Service.

7 bis.4. Non-automated management model and communications

Under the non-automated mode, UBILIBET will handle the processing of the Certificate's issuance and technical re-issuances with the CA, as well as the annual contractual renewal of the Service, and will deliver the Certificate to the Client once issued. The downloading, installation, configuration, and verification of the Certificate on the Client's systems are not part of the Service and are the sole responsibility of the Client, as are any technical and validation actions dependent on them. UBILIBET will send automated notifications regarding the Certificate's upcoming technical expiration to the email address designated as the Service's responsible contact, scheduled for thirty, twenty, ten, and eight calendar days prior to said date. The notice sent eight days in advance will serve as a final warning and remind the Client that the complete and technically valid CSR must be received by that time at the latest. If the CSR has not been received, UBILIBET will process the request once it is provided but cannot guarantee the technical continuity of the Certificate. These notices are reminders and do not replace the Client's obligation to monitor the validity and status of their Certificates. Their transmission, receipt, or non-receipt will not alter the deadline for CSR submission. The Client must keep their contact details permanently up to date and may designate authorized contacts to receive communications. UBILIBET shall not be liable for the non-receipt of notices resulting from incorrect or outdated data, email filters, issues with the Client's systems, or other circumstances not attributable to UBILIBET.

7 bis.5. Ubilibet Obligations

In the non-automated mode, UBILIBET undertakes to:

1. Send the notices provided for in the preceding section to the designated contact person registered for the Service;

2. Diligently initiate and process the issuance or re-issuance of the Certificate with the CA upon timely receipt of a complete and technically valid CSR that complies with the contracted product, without prejudice to any subsequent validations that must be completed;
3. Make the new Certificate available to the Client once it has been issued by the CA;
4. Maintain the confidentiality of information received to manage the Service; and
5. Not request, store, or use the private key associated with the Certificate;
6. If a private key is accidentally received, not use it or incorporate it into the issuance procedure, proceed to delete it as soon as reasonably possible, and inform the Client so that they may generate a new key pair and a new CSR.

UBILIBET's obligations regarding the processing of the Certificate's issuance or re-issuance are obligations of means rather than obligations of result. UBILIBET shall act with reasonable diligence but does not guarantee the issuance of the Certificate, nor that such issuance will occur prior to its technical expiration, when the outcome depends on the CA, the Client, or third parties beyond its reasonable control. Timely receipt of the CSR allows processing to begin with reasonable lead time but does not constitute an absolute guarantee of issuance before the technical expiration. Issuance may depend on CA verifications, Client validation actions, DNS or CAA configurations, third-party availability, and other circumstances beyond UBILIBET's reasonable control.

7 bis.6. Client Obligations

For each issuance, technical re-issuance, or renewal, the Client agrees to:

1. Generate a new CSR based on a new cryptographic key pair and in compliance with the CA's current technical requirements and policies; CSRs reused from previous issuances will not be accepted;
2. Submit a complete and technically valid CSR to UBILIBET—via the channel specified in Service communications—at least eight calendar days prior to the Certificate's technical expiration date;
3. Verify that the CSR correctly includes the domains, alternative names, organization details, and any other elements required to appear on the Certificate;
4. Actively cooperate and promptly provide the information, documentation, confirmations, and actions necessary to complete domain validation and, where applicable, organization validation (particularly for OV and EV certificates), ensuring these validations can be concluded before the Certificate's technical expiration;
5. Keep the details of the holder, organization, and authorized contacts up to date, and notify UBILIBET of any changes that might affect validation or issuance;

6. Safeguard the private key securely and keep it exclusively on systems or devices under its control. The Client must not send the private key to UBILIBET or any third party;
7. If a private key is accidentally sent to UBILIBET, treat it as compromised, cease using it, and immediately generate a new key pair and a new CSR;
8. Correctly download, install, configure, and verify the new Certificate before the previous one expires, allowing sufficient time to perform these tasks; and
9. Monitor the validity and operation of installed Certificates and notify UBILIBET of any significant issues.

The minimum eight-calendar-day period stipulated in point (2) refers exclusively to UBILIBET's receipt of a complete and technically valid CSR generated using a new private key. Subsequent validations must be completed with the necessary diligence and lead time to allow the CA to issue the Certificate before its technical expiration and to ensure the Client has sufficient time to install, configure, and verify its proper operation.

7 bis.7 Late delivery, lack of cooperation, and liability regime

UBILIBET cannot guarantee that the issuance or re-issuance will be completed before the technical expiration date if it does not receive a complete and technically valid CSR at least eight calendar days in advance, or if the Client fails to complete necessary validation steps in a timely and diligent manner, provides incorrect, incomplete, or outdated information, or fails to allow sufficient time to install and configure the new Certificate. UBILIBET will also process requests received after the deadline at no additional cost to the Client, but without any obligation to apply expedited procedures and without guaranteeing a specific outcome, issuance date, or technical continuity. Processing after the deadline will not extend the contractual term of the Service or the maximum validity period permitted for the Certificate. If the CSR is received after the deadline, UBILIBET shall not be held liable for interruptions, unavailability, browser warnings, or other issues occurring between the technical expiration of the previous Certificate and the Client's correct installation of the new Certificate.

UBILIBET shall not be held liable for interruptions, browser warnings, unavailability, security incidents, or other consequences resulting from:

1. Failure to submit the CSR within the established timeframe;
2. Submission of an incorrect, incomplete, reused, or technically invalid CSR;
3. Failure to provide, or delayed provision, of documentation, confirmations, or actions necessary to complete required validations;
4. Use of incorrect or outdated contact details;

5. Transmission, loss, disclosure, or misuse of the private key;
6. Failure to install the new Certificate, or incorrect installation or configuration thereof by the Client;
7. Configuration of DNS, CAA, servers, applications, or devices under the Client's control;
8. Decisions, delays, unavailability, or requirements of the CA, root program operators, browsers, or other third parties beyond UBILIBET's reasonable control; or
9. Any other lack of cooperation or breach of obligations by the Client.

The foregoing exclusions shall not apply where the interruption, unavailability, or harm arises directly from a breach of contract attributable to UBILIBET. In any event, the provisions of this section are without prejudice to the general liability regime established in these General Terms and Conditions and to any liabilities that cannot be excluded or limited under applicable mandatory law.

7 bis.8 Payment, cancellation, and non refundability

The obligation to pay for the Service shall remain in effect throughout the contracted period, regardless of the technical validity of each Certificate or the number of technical re-issuances required. Failure to submit the CSR, failure to perform the validations, or the Client's decision not to proceed with a specific technical re-issuance shall not constitute a request to cancel or not renew the Service. Cancellation or non-renewal must be expressly communicated to UBILIBET via the channels and within the timeframes stipulated in sections 9, 10, and 11 of these General Terms and Conditions (GTC), the Specific Conditions, or the applicable Offer, as appropriate. Failure to issue or technically re-issue a certificate due to a cause attributable to the Client or due to circumstances beyond UBILIBET's reasonable control shall not entitle the Client to a full or partial refund of amounts corresponding to the contracted period. This is without prejudice to any non-waivable rights held by the Client or any liability that may arise where the non-compliance is attributable to UBILIBET.

7 bis.9 Adaptation to technical and sectorial changes

UBILIBET may adjust the frequency of re-issuances, operational timeframes, the number and timing of notifications, communication channels, and other technical procedures as necessary to comply with the policies or requirements of the CA, the CA/Browser Forum, root program operators, or browsers. UBILIBET shall inform the Client of significant operational changes with reasonable advance notice. Where a modification substantially affects the Client's contractual obligations, the procedure for modifying the General Terms and Conditions (CGS) set forth in Section 13 shall apply.

8. New service registration 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 renewals

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.

Renewals will always be made in the name of the account holder listed in UBILIBET's customer data files or records on the renewal date. A change of account holder not communicated in accordance with these General Conditions (see Clause 4) does not bind UBILIBET nor affect UBILIBET's right to receive the full amount invoiced.

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

Monthly	Quarterly	Biannually	Yearly
---------	-----------	------------	--------

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) can be carried out by UBILIBET (at its sole discretion) 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 nonpayment 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 can request their cancellation/nonrenewal; however, due to the nature of the provided services, the amount paid will not be totally or partially refunded, nor will UBILIBET waive the collection of outstanding invoices – a right that is expressly maintained -.

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 December, March, June and September	1st December and June	28th December

UBILIBET automatically renews the Services if there is no express order from the Client to proceed with their cancellation/non-renewal within the established deadlines, with the Client assuming the cost of this renewal in all cases. This renewal, as a general rule, may only take place for the first subsequent period of the contract duration after its entry into force (normally, one year); see the indication in this regard in clause 9 above. UBILIBET reserves the right not to renew a Service in the event of (1) non-payment, or (2) not having express instructions from the Client to do so, and without any contractual or extracontractual liability for loss of domains, data, loss of 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 may proceed to renew the domains – only once, see Clause 9 –, charging the Client for the associated costs. Notwithstanding, in those cases, 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 ([privacypolicy](#) 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.I) 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.

The services provided by UBILIBET do not fall into any of the categories recognised in REGULATION (EU) 2022/2065 (intermediary services). Furthermore, UBILIBET is exempt from the application of the Regulation in accordance with Article 19 thereof.

Notwithstanding the foregoing, UBILIBET includes a large part of the contents contained in Articles 1 to 18 of the Regulations in these General Conditions for the sake of clarity and for the better defence and information of the Service users.

The services described in this Agreement may be subject to export controls/restrictions imposed by the Spanish Government, the European Union, or the European Free Trade Association countries. UBILIBET services will not be re-exported, sold, transferred, or otherwise used to provide services to embargoed countries, or to sanctioned nationals or residents of such countries, or through them.

If the Client or its end-customers use or access the services in violation of regulations established by the Spanish Government, the European Union, or the European Free Trade Association countries, the Client shall be solely responsible for such use. The Client agrees to fully comply with all applicable laws, including, but not limited to, export and import regulations established by the Spanish Government, the European Union, or the European Free Trade Association countries.

The Client represents and warrants that none of the content or information acquired through the use of the services will be used for any harmful or illegal purpose, including, without limitation, any of the activities, supplies, or services listed in resolutions issued by the Spanish Government, the European Union, or the European Free Trade Association countries, unless expressly authorized for such purposes by a competent government authority. Furthermore, the Client undertakes to ensure that its own clients comply with applicable regulations.

Without prejudice to the clauses regarding duration, automatic renewal, and termination, UBILIBET S.L. may immediately terminate this Agreement by written notice to the Client if the Client or any of its subsidiaries, officers, employees, contracted employees, directors, and/or agents fail to comply with their obligation to comply with the prohibition on reexportation to Embargoed Countries, as well as any applicable export control laws.

The Client represents and warrants that none of the content or information acquired through the use of the services will be used for harmful or unlawful purposes, including, but not limited to, any of the activities, supplies or services listed in the resolutions issued by PEI, unless expressly authorised there for by the competent governmental authority. Furthermore, the Client undertakes to ensure that its customers also undertake to comply fully with the applicable regulations in this area. UBILIBET may immediately terminate the present Contract and cancel the Service by written notification to the Client, if the Client or any of its subsidiaries, directors, employees, contractors, administrators and/or agents fail in any way to comply with their obligation to respect the prohibition of re-export to the Countries subject to embargo established herein, as well as the applicable legislation on export control of the Countries imposing the embargoes (PEI).

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 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 (the list below is merely indicative and not limiting) all trademarks, copyrights, property rights, contacts, management processes, registration, and other rights, and all software related to the services provided by UBILIBET (collectively and broadly, UBILIBET's know-how). The Client is granted only a limited, nontransferable user right. Under no circumstances is UBILIBET obliged to provide the Client with any information related to such know-how.

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.

© UBILIBET S.L.U. (February 2025)