

TERMS AND CONDITIONS OF USE AND CONTRACTING AND INFORMATION

I.- General Conditions of Use and Information for Users

First: General Conditions and Identification Data.

The portal www.astroflow.app and the Astroflow App, together with its content, tools, transactions, and other services available through the use of the aforementioned App (hereinafter and indistinctly, jointly referred to as the portal and the App, as the "Portal"), is owned by BABILON SKY S.L, whose identification data are:

Company name: BABILON SKY, S.L.

Address: C/ San Marius 52 2-1

VAT NO: B16709594

E-mail: contact@astroflow.app

Barcelona Mercantile Register, Volume 47969, Folio 53, Page 567845

BABILON SKY S.L. makes the Portal available to different user profiles that may access it, such as the users and clients themselves. Hereinafter, all these user profiles that browse the Portal and/or use the services included or acquire the services or products offered therein, shall be understood, and referred to jointly as "**Users**" and, individually and indistinctly, as "**User**".

Access, use and/or registration on the Portal and other services is subject to compliance with these General Conditions of Use and Information for users (or "**General Conditions**"), the General Contracting Conditions and the specific conditions that specifically regulate the services offered by BABILON SKY S.L. which the User declares to know and accept expressly and completely, from the moment he/she accesses and registers in the Portal and the aforementioned services, at which time he/she also acquires the condition of User of the same.

Consequently, all registration and/or use of the Portal implies acceptance, without reservations of any kind, of these General Conditions, as well as, in the event that there are any, of the particular conditions (hereinafter, the "**Particular Conditions**"), regardless of the access to the Portal in which the User finds himself/herself, the User being obliged to read them on each such access.

Without prejudice to the foregoing, it is possible that in certain cases the User may have to accept additional special conditions of a specific nature, which complement, replace or render ineffective, in whole or in part, the aforementioned General Conditions and

Special Conditions, which the User also declares to be aware of and expressly accept, under the same terms regulated in the preceding paragraph for the latter.

These General Conditions shall apply both to the promotional activity and the supply of information and contents, to the resolution of queries, and to the acquisition of the services offered on the Portal, in such a way that they shall govern at all times both for the simple browsing of the Portal, access and use of BABILON SKY S.L. services, and for the acquisition and/or provision of services offered on the Portal. as well as for the acquisition and/or provision of services offered in the Portal, although the latter will be governed by these General Conditions, by the General Contracting Conditions that are to be applied and by the Particular Conditions that, if applicable, may be established.

The information and contents contained in the Portal are the property of BABILON SKY S.L. The obtaining, reproduction, distribution, transfer, transmission, transformation, modification, exploitation or public communication thereof for commercial use or use other than the User's own personal use is strictly prohibited. Under no circumstances will it be understood that, by accessing this Portal, the Users obtain any license or authorisation from BABILON SKY S.L. for the use, beyond the strictly personal use, of any content, brand, logo, information, or service existing in this Portal or any right related to them, especially those of intellectual and industrial property, owned by BABILON SKY S.L.

Please also review our Privacy Policy. The terms of the Privacy Policy and any other terms, policies or supplemental documents that may be posted on the Portal and in our [Privacy Policy](https://astroflow.app/up_/assets/docs/privacy_policy.pdf) (https://astroflow.app/up_/assets/docs/privacy_policy.pdf).

If You do not agree with any part of these terms, or if You are not eligible or authorised to be bound by these terms, then do not download the application or access, register for, or use the service.

This is an auto-renewing subscription service. Please read these Terms and Conditions of Use and Agreement carefully before initiating a free trial or completing a purchase of Astroflow's auto-renewing subscription service. To avoid being charged, you must affirmatively cancel a subscription or free trial in your app shop account settings at least 24 hours before the end of the current free trial or subscription period.

Second - Purpose

BABILON SKY S.L. puts at the disposal of the Users the Portal that propose a set of functionalities that are going to allow, among other purposes, to provide information about products, services and offers of Astroflow.

The purpose of the Portal is also to offer personalised information on astrological influences, as well as the areas in which they are manifesting, helping the user to manage these energies.

It is for this reason that the purpose of these General Conditions is to regulate the access, use and registration on the Portal by Users who visit it, as well as the acquisition and/or provision of the services offered on the Portal (hereinafter, jointly, and indistinctly the "Service" or "services").

For these purposes, content shall be understood to be any comment, text, graphic, drawing, data, sound and image file, link to other links or websites, photograph, video, or other material uploaded, downloaded or appearing on the Portal (hereinafter, the "**Content**").

These General Conditions are published on the Portal under the heading "Legal Notice".

Third - Duration

These General Terms and Conditions, the General Contracting Terms and Conditions, the Specific Terms and Conditions established, as well as the specific terms and conditions that may eventually be established, and with the wording they present at any given time, have an indefinite duration, and shall remain in force as long as the Portal continues to be active.

In the same way, access, use and/or registration on the Portal and the resources and services it offers are, in principle, indefinite, although BABILON SKY S.L. reserves the right to suspend, interrupt and/or cancel, unilaterally and at any time, access to the Portal, or to any of its parts and/or resources, without the need for prior notice and without this giving rise to any right to request by the User.

Fourth: Modification Regime.

BABILON SKY S.L. reserves the right to modify unilaterally, totally or partially, at any time and with reasonable notice, both these General Terms and Conditions, the General Contracting Terms and Conditions, the Special Terms and Conditions, and any special terms and conditions that may be established if there is a valid reason for doing so, with clear and comprehensible information and at no cost to the User; the configuration, presentation and design of the Portal or of any of the elements and services that comprise it; the information, general or specialised, and the contents provided and, in general, any other circumstances not expressly designated, including the cancellation of the Portal or of any of its elements; the information, general or specialised, and the content provided and, in general, any other circumstances not expressly designated, including the cancellation of the Portal or of any of its elements, and all of the above without prejudice to the User, in the event of not agreeing with the new conditions (except for minor negative effects), exercising his/her right to terminate the present contractual relationship, in accordance with the applicable regulations in this respect.

Once any of the aforementioned modifications have been implemented on the Portal, any subsequent access by the User will imply unconditional acceptance of the same, unless the User wishes to unsubscribe from the Service.

Likewise, and to offer a correct functioning of the Portal, BABILON SKY S.L. reserves the right to temporarily suspend, without prior notice to the Users, the accessibility to the Portal and its services in case of carrying out maintenance, repair, updating or improvement of the services, information, and contents, as well as to modify or update the conditions of access to the Portal.

User Registration: Device ID and password.

Access to the Portal is subject to prior registration by the User.

When completing the registration, Astroflow will capture the user's device identifier, this identification being the access key for future sessions on the platform.

Subsequently, if the user so wishes, he/she may create a password associated with his/her e-mail account which he/she may use to access the content on a device other than the one used for registration. This password is confidential. Therefore, the User must use it with due diligence, and must keep it securely, so that it cannot be used by third parties, regardless of the relationship that the User maintains with them, as its transfer is not authorised. BABILON SKY S.L. cannot and will not be held responsible for any loss or damage derived from the non-fulfilment of the above requirements.

The User may only choose as passwords words (a combination of upper- and lower-case letters), numbers or combinations of both that are not vexatious or contrary to the law, morality, generally accepted good customs or public order. It is forbidden to use passwords that in any way violate industrial and intellectual property rights, or that coincide with or resemble company names or advertising slogans, when there is no legitimate reason to do so.

Consequently, the User is obliged to notify BABILON SKY S.L. immediately of the loss of his/her password, regardless of the cause, as well as of any danger or breach of confidentiality, and will be liable for any damage or harm caused by means of accesses verified through the same.

Sixth - Rules for the use of the Portal. Limitations.

The User undertakes to use the Portal in strict compliance with and observance of these General Terms and Conditions, the General Terms and Conditions of Contract, the Special Terms and Conditions, as well as any special terms and conditions that may be established, and also with the law, custom and public order. Consequently, the User, by way of example and without limitation, is obliged to:

- Not to use the Portal, nor make use of the elements, information, personal data, contents, and services that comprise it in violation of the General Conditions, the General Contracting Conditions and the Specific Conditions established or those that may eventually be established, or in violation of the law, generally accepted good customs or public order.
- Not to harm, in such use, the rights, of any kind, that correspond to third parties, nor to insult, defame, threaten, or publish any other content that affects or may affect the fundamental rights of persons and the reputation and brand of Astroflow and its employees, subcontractors and collaborators.
- Not to carry out acts that limit or prevent access to and use of the Portal, in appropriate conditions, by other Users.
- Not to unlawfully access the Portal, nor the computer systems of third parties, nor to disseminate computer programmes or viruses likely to cause damage to equipment or computer systems, as well as to the contents of the Portal, whatever they may be, and regardless of the personality of their respective owners.
- Not to use mechanisms other than those expressly enabled or recommended in the Portal to obtain the information, contents and services that comprise it, when such obtaining is possible because it has been authorised or permitted by BABILON SKY S.L.

- Not to send, unless prior written authorisation has been obtained from BABILON SKY S.L. Advertising or commercial communications of any kind, or electronic messages not requested or previously consented to by their possible recipients, whether they are individual messages or chains of messages. Likewise, the user undertakes not to collect or use distribution lists that may be accessible from the Portal, nor to transfer, for any reason, to third parties, the aforementioned lists or data contained therein, regardless of the purpose for which they are used.
- Not to establish hyperlinks or links between any web page, including the User's own, or any other site or space accessible from the Internet, and the Astroflow Portal, unless express written authorisation has been given by BABILON SKY S.L. S.L., and with the conditions established by the latter in each case. The User who fails to comply with the above shall be solely and exclusively liable for damages of any kind caused for this reason either to BABILON SKY S.L. or to third parties.
- Not to carry out activities that in any way suppose or could suppose an impairment or damage, of any kind, for BABILON SKY S.L., its workers, subcontractors and/or collaborators., its workers, subcontractors and/or collaborators.

Any breach of these General Conditions, of the Particular Conditions, as well as of the conditions that may be specifically established, will entitle BABILON SKY S.L. to deny access to the Portal and its services to the offending User.

Seventh: Intellectual and Industrial Property. Copyright.

All intellectual and industrial property rights of the elements of all types that make up the structure of the Portal and its services, including, but not limited to, interactive screen designs, graphic designs, drawings, planograms, image or sound files, photographs, computer graphics, user interfaces, thesaurus, indexing systems, etc., as well as general or specialised information, services and, in general, all content offered on the Portal, necessary for its public communication, are the exclusive property of BABILON SKY S.L., as well as the general or specialised information, services and, in general, all the contents offered on the Portal, necessary for its public communication, by and owned by Astroflow are the exclusive property of BABILON SKY S.L. or have been licensed to it by their respective owners and are protected by Spanish and international laws on industrial and intellectual property. BABILON SKY S.L. has all rights reserved and does not grant any licence or authorisation for use of the same.

The use of the Portal and its services does not imply any kind of waiver, transfer or assignment, in whole or in part, of the rights granted by Spanish and international legislation on industrial and intellectual property, nor does it confer any right of exploitation of any kind, namely reproduction, distribution, transformation, public

communication, or ownership to Users of the aforementioned information or content, except as provided for in these General Conditions and, where appropriate, Special Conditions established or which, where appropriate, may be established.

The User undertakes to use the contents offered on the Portal by BABILON SKY S.L. in a diligent, correct, and lawful manner and, in particular, undertakes not to infringe, in any case, the rights referred to in the preceding paragraph, as well as to use the Portal, with its different elements, contents and services, for his or her exclusive private use. Consequently, the User, by way of example but not limitation, may not use the Portal and its services for business or commercial purposes; nor reuse, exploit, transfer, reproduce (except for temporary downloading from the website to the hard disk of the User's computer or to proxy servers), copy, transform, modify, transmit or distribute in any way, totally or partially, the elements, information, services or contents that comprise it when this has not been expressly authorised by the owner; nor facilitate or allow access by third parties to said elements, information, services and contents by means of public communication in any form, unless expressly authorised to do so by means of these General Conditions, the Specific Conditions, or those that may be established from time to time; nor to evade, suppress, modify or manipulate the technical protection or security devices of the Portal or of those elements that integrate it; nor to falsify any TCP/IP packet header or any part of the header information in any electronic mail or publication, or to use the Portal to send altered, misleading or false source identification information; nor to transform or modify the same; interfere with the access of any User, server or network, by sending viruses, overloading or using scripts for the creation of Content that causes interference or creates an undue load on the Portal; nor delete, modify or manipulate, by any means, the "Copyright" of Astroflow, regardless of whether such disruptive acts affect the symbol "©", the word "Copyright", the year of first publication of the work, or the corporate name of BABILON SKY S.L. either jointly or separately, or any other element that in any way identifies the intellectual property rights of BABILON SKY S.L. or third party owners.

The User will abstain from carrying out any activity that infringes the intellectual and industrial property rights of BABILON SKY S.L. as well as third parties that are referred to in the Portal. In the event of infringement of the aforementioned rights, the Portal User shall hold BABILON SKY S.L. fully harmless. S.L., with no economic limit, from any actions for claiming damages, whether judicial, extrajudicial, or administrative sanctions, including the reasonable costs of lawyers and solicitors and legal fees associated with the same, that may be brought against it derived from the User's non-compliance, and all of this without prejudice to the claim for damages that all of this may cause BABILON SKY S.L.

Likewise, the User shall refrain from using the contents and, in particular, information of any kind obtained through the Portal to send advertising, communications for commercial purposes, unsolicited messages addressed to a number of people regardless of their purpose, as well as to refrain from marketing or disclosing such information in any way.

Any reference made in the Portal to products and/or services of third parties or to any other information using the trademark, trade name or company name, which are owned by third parties, does not in itself constitute sponsorship or recommendation of any kind on the part of BABILON SKY S.L.

For the aforementioned purposes, BABILON SKY S.L. expressly reserves the right to take any actions against Users and other third parties that may protect its legitimate intellectual and industrial property rights.

Astroflow.app is a domain registered by BABILON SKY S.L. Therefore, they may not be used, unless expressly authorized, in connection with other services not belonging to the company in any way that may cause confusion among our users or discredit the company.

Access to and use of the Portal or any content and services shall be at the User's own risk, as set out below. You understand and agree that the Site, Astroflow content and services are provided on an "as is" and "as available" basis. Without prejudice to the foregoing, and to the maximum extent permitted by applicable law, BABILON SKY S.L., its group companies, subsidiaries, affiliates, related companies, officers, employees, agents, representatives, partners and licensors disclaim all warranties, express or implied, of merchantability, fitness for a particular purpose or non-infringement of copyright.

The information you submit to us as part of your registration, as well as any data, text, and other material you may submit or post to the App ("User Content") remains your intellectual property, and BABILON SKY S.L., does not claim any ownership of copyright or other proprietary rights in such registration information and User Content does not claim any ownership of copyright or other proprietary rights in such registration information and User Content. Notwithstanding the foregoing, the User agrees that BABILON SKY S.L. may retain copies of all registration information and User content and use such information and User Content to the extent reasonably necessary for the operation of the Service or as described in these Terms and the Privacy Policy.

The User grants to BABILON SKY S.L. the non-exclusive, worldwide, transferable, perpetual, and irrevocable right to publish, distribute, publicly display, and perform the

User's content in connection with the Service. Subject to these Terms, BABILON SKY S.L. grants you a non-transferable, non-exclusive license (without the right to sublicense) to (a) use the Service solely for your personal, non-commercial purposes, and (b) install and use the Application, solely on your own handheld mobile device (e.g., iPhone, Android, etc., as applicable) and solely for your personal, non-commercial purposes. You agree, and represent and warrant, that your use of the Service, or any part thereof, will be consistent with the foregoing license, covenants and restrictions and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other party. You further agree that you will comply with all applicable laws, regulations, and ordinances in connection with the Service or your use thereof, and you will be solely responsible for your own individual violations of such laws.

The User, as acknowledged and agreed, is solely responsible for obtaining the telecommunications equipment and services necessary to access the Service, and for all fees associated therewith (such as computing devices and Internet service provider charges).

Eighth - System of guarantees and responsibilities. -

Without prejudice to the rest of these General Conditions, the General Contracting Conditions, the Particular Conditions established or the particular conditions that may be established, the User is informed that the use of the Portal, as well as the information, services and contents that form part of the Portal, is their exclusive and entire responsibility, releasing BABILON SKY S.L. from all responsibility and damages against BABILON SKY S.L. for the User's use of the Portal and leaving BABILON SKY S.L. completely free.

Likewise, the User is informed that in the event of the following cases or circumstances occurring, BABILON SKY S.L. shall be exempt from liability, unless there is fraud or bad faith on the part of this company, namely:

- Any damages that the User may suffer due to the lack of availability, punctuality or functioning of the Portal of all or some of its elements, information, services, contents, etc., or due to the lack of truthfulness or accuracy of any of them or due to error.
- The damages that the User may suffer through accessible Internet spaces, such as web pages, etc., by means of hyperlinks or links established on the Portal.
- Any damages that the User may suffer as a consequence of the application or use by him/herself and under his/her own direction or that of third parties outside BABILON SKY S.L. of the advice contained in the different sections of the Portal.

- Damages for the deletion or failure to store or transmit any content or other communication on the Portal.
- Damages caused by the loss of information of the Users which, as a consequence of the use of the Portal or of its different elements and services, etc., may be stored, for whatever reason, either in their computer systems or in the Portal.
- Damages suffered by the User as a result of his or her use of the Portal contrary to these General Terms and Conditions as a whole, to the Special Conditions, or any additional special conditions that may be established, or in breach of the provisions of the Privacy Policy, the law, or in a manner contrary to custom and public order.
- Damages suffered by the User arising from the lack of truthfulness or accuracy of the information provided or communications made by other Users or arising from the indication of false identities used by any User, whether they correspond to that of real third parties.
- Damages and losses suffered by the User himself, or caused to third parties, as a consequence of using Usernames and access passwords that violate the provisions of clause Five of these General Conditions.
- Damages for Content that is or may be considered offensive, vexatious, inappropriate, obscene, illegal, or unacceptable for any User.
- Damages and losses caused by the conduct of any User, as well as those caused by the User himself/herself as a consequence of the information contained in the Portal.
- We do not warrant that (i) the service will meet your needs, (ii) the service will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations or provide you with any benefit.
- Not all information described in the application is suitable for everyone. The service is intended solely as a tool that may be useful in achieving your overall lifestyle goals. The User acknowledges that, if his/her activities encouraged or inspired by the service involve any risks, the User assumes those risks and understands and agrees that he/she assumes full responsibility for his/her health, life, and well-being, as well as for the health, life and well-being of his/her family and children (born and unborn, as the case may be), and for all current or future decisions.
- The information provided through our Portal and our services is for informational and entertainment purposes only. The service is not intended to be a substitute for any professional advice, including but not limited to (a) professional medical or psychiatric advice, diagnosis, or treatment, or (b) professional financial or investment advice or guidance, or (c) professional legal advice. Never ignore or delay seeking professional medical or other professional advice. Your reliance on

the information provided by the service is solely at your own discretion. Any and all decisions you make that are based in whole or in part on information provided by the service are your sole and exclusive responsibility.

By virtue of the above, BABILON SKY S.L. will only be liable for damages that the User may suffer as a result of the use of the Portal and its services when such damages are attributable to the wilful misconduct of this company. The User acknowledges and accepts that the use of the Portal, as well as the decision to purchase or not the products and services offered, is made under his/her own determination and responsibility.

BABILON SKY S.L. is not responsible for any information not created by the company or not published under its name in an authorised manner, as well as for any liability arising from the misuse of the contents and services.

In any event and to the fullest extent permitted by applicable law, BABILON SKY S.L. , its group companies, subsidiaries, affiliates, related companies, officers, employees, agents, representatives, partners and licensors, shall not be liable for any indirect, incidental, special, consequential or punitive damages or loss of profits or revenues, whether direct or indirect, or for any loss of data, use, goodwill or other intangible losses, resulting from (i) your access, use or inability to access or use the Site; (ii) any Content or conduct of any Users and third parties, including, without limitation, any offensive or defamatory acts or any illegal acts of other Users or third parties; (iii) the unauthorised access, use or alteration of Content and transmissions thereof.

BABILON SKY S.L. does not guarantee the continuity of the functioning of the Portal, its contents, and services, nor that they will be operative and available at all times. Likewise, BABILON SKY S.L. is not responsible for any damages that may derive from, including but not limited to (i) Inferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operational functioning of this electronic system or in the computer apparatus and equipment of the Users, caused by causes beyond the control of BABILON SKY S.L. (ii) Delays or blockages in use caused by deficiencies or overloading of the Internet or other electronic systems; (iii) Which may be caused by third parties through illegitimate interference beyond the control of the Portal and which are not attributable to BABILON SKY S.L.; (iv) The impossibility of providing the service or allowing access for reasons not attributable to BABILON SKY S.L., due to the User, third parties or third parties. due to the User, third parties or force majeure. We reserve the right to implement any changes to the Service (whether free or paid features) at any time, with or without prior notice.

BABILON SKY S.L. does not control, in general, the use that Users make of the Portal and its services. In particular, BABILON SKY S.L. does not guarantee under any circumstances that the Users use the Portal and its services in accordance with the law, the present General Conditions, the Particular Conditions established, or those that may eventually be established, the General Contracting Conditions, morality and generally accepted good customs and public order, nor that they do so in a diligent and prudent manner.

BABILON SKY S.L. does not guarantee that the links to other web pages ("*links*" or "*frames*") are exact and correct at the moment in which the User of the Portal decides to use them. BABILON SKY S.L. will not assume any kind of damage, loss, or any kind of damage, direct or indirect, derived from the information, opinion, contents, applications, products and/or services that could be offered or visualized in the web pages that are the responsibility of third parties or collaborators outside BABILON SKY S.L. which, where appropriate, have been accessed through the links contained in the Portal and its services.

BABILON SKY, S. L. does not control or verify any information, content, products, or services provided through links to other websites, nor does it have any effective knowledge that the activity or information to which the links on the Portal refer, if any, are unlawful or injurious to the property or rights of a third party liable for compensation. If BABILON SKY S.L. becomes aware of any unlawfulness or damage as indicated above, this entity will act diligently to remove or disable the corresponding link. Likewise, if any User of the Portal has effective knowledge of the remission to any illicit content or that injures goods or rights of a third party, derived from any link located in the Portal, he/she should inform BABILON SKY S.L. so that this entity can act accordingly.

Regarding the links established by other web pages to the Portal, BABILON SKY S.L. assumes no responsibility whatsoever for any damage or harm that the User may suffer due to any aspect related to the web page offering the link. In any case, the establishment of the link does not imply the existence of any type of relationship, collaboration, or dependence of BABILON SKY S.L. with the owner of that web page.

The User agrees to indemnify and hold harmless BABILON SKY S.L. its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them, including costs and attorneys' fees, from any claim or demand made by any third party due to arising out of (i) your improper or incorrect use of the Service, (ii) your own User Content, or (iii) your violation of these Terms and Conditions. BABILON SKY S.L. reserves the right, at your expense, to assume the exclusive defence and control of any

matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to enter any prior settlement without the prior written consent of BABILON SKY S.L. will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Ninth - Communications.

All the communications that the User must make to BABILON SKY S.L. regardless of whether they arise from the provisions of these General Conditions, the Special Conditions established, or those that may eventually be established, or any other circumstance in which it is foreseen or necessary to make such communications, and without prejudice to the provisions of the Privacy Policy regarding personal data, should be sent by e-mail to contact@astroflow.app.

Likewise, any communication that BABILON SKY S.L. should send to the User will be sent to the e-mail address or contact details (postal or telephone) provided by the User. It is considered that the User has provided, voluntarily and in accordance with the provisions of these General Conditions and, where appropriate, in the Particular Conditions established or that may eventually be established, their e-mail address or other contact details by simply sending a communication to BABILON SKY S.L. by this means, in which this address or details are clearly identified.

Tenth: Assignment and partial nullity.

The failure of BABILON SKY S.L. to enforce any right or provision of the General Terms and Conditions, the General Terms and Conditions of Business, the Special Conditions established or which, as the case may be, may be established shall not be deemed to be a waiver of such right or provision. In the event that any provision of the aforementioned conditions shall be deemed invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of these conditions shall remain in full force and effect.

Eleventh: Applicable Law and Jurisdiction.

These General Conditions and the Special Conditions established or that may be established from time to time are governed by Spanish law.

In the event of any dispute or controversy related to the application or interpretation of the same, the parties shall submit to the Courts and Tribunals that are territorially competent in accordance with the legislation in force.

Twelfth - Complete agreement and termination (right of cancellation).

These General Terms and Conditions, the General Contracting Terms and Conditions, the Special Terms and Conditions established or that may be established, as well as our Privacy Policy, constitute the complete and exclusive agreement between BABILON SKY S.L. and the User in relation to the Portal, and these rules replace and supersede any previous agreement between the User and BABILON SKY S.L. with respect to the Portal.

Likewise, these General Terms and Conditions, the General Contracting Terms and Conditions, and the Special Terms and Conditions established or that may be established, as well as our Privacy Policy, will continue to apply until the User or BABILON SKY S.L. terminates them as established below:

The User may terminate this legal agreement with BABILON SKY S.L. at any time and for any reason if he/she deletes his/her account and consequently stops using the Portal, in accordance with the instructions set out on the Portal itself or on Apple Pay (or other payment platform enabled for this purpose). The User does not need to specifically inform BABILON SKY S.L. when he/she stops or terminates the use of the Portal. There may be information and/or Content of the User who deletes his or her account that is not deleted, and this is because this information has been published in a private group or sent by message to another User, who, without prejudice to your cancellation, continues to maintain it.

The User, however, if he/she is interested in using the Portal again at a later time, can deactivate his/her account, which will be put on hold, and other Users will not be able to view his/her biography, without the User's information being deleted from his/her account.

Additionally, BABILON SKY S.L. may suspend or cancel the User's accounts or stop providing all or part of the services associated with them, at any time and based on the following reasons, among others: (i) that the User has breached any of the provisions contained in this agreement and (ii) that the User has created a risk or potential legal exposure for BABILON SKY S.L. or, as the case may be, for other Users. To this end, BABILON SKY S.L. will use reasonable efforts to notify the User via the email address associated with the User's account the next time the User attempts to access his or her account. In such cases, the present agreement with the User will be terminated, except for those provisions of the same that by their nature should continue to be applicable after the aforementioned termination.

II.- General Terms and Conditions

First: General provisions

Without prejudice to the application and execution of the aforementioned General Conditions, these General Contracting Conditions, as well as the Specific Conditions established or which, where appropriate, may be established, shall govern the service and contractual relations between BABILON SKY S.L. and each User who, through the Apple Store or, where appropriate, any other payment platform set up for this purpose, contracts the products and/or services offered, whose characteristics and prices are duly identified in the corresponding accesses.

These General Contracting Conditions are covered by the provisions of Law 34/2002, on Information Society Services and Electronic Commerce; Law 7/1998, on General Contracting Conditions; Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users and other complementary and amending laws; and any other legally applicable regulations.

Browsing and/or registration on the Portal, the use and/or purchase of any of the products and/or services of the Portal, implies the acceptance as User, without reservations of any kind, of each and every one of these General Contracting Conditions, of the General Conditions, as well as, where applicable, of the Specific Conditions established or which, where applicable, may be established.

BABILON SKY S.L. informs that the procedures for contracting the services offered on the Portal are those described in these General Contracting Conditions, as well as those other specific ones that are indicated on the screen during browsing, so that the User declares to know and accept these procedures as necessary to access the products and/or services offered on the Portal.

The services offered on the Portal, together with their characteristics and price will appear on screen. The prices indicated on the screen are shown in the local currency corresponding to the download territory and include any applicable value added tax and/or any other applicable tax, and will at all times be those in force, except in the case of typographical errors.

The offers will be duly indicated on the screen. BABILON SKY S.L. reserves the right to decide at any time the products and/or services that are contained in the Portal and offered to the Users through it. In this way, BABILON SKY S.L. may at any time add new products and/or services to those included in the Portal, it being understood, unless

otherwise stipulated, that such new products and services will be governed by the provisions of these General Contracting Conditions in force at that time. Likewise, BABILON SKY S.L. reserves the right to stop providing access, at any time and without prior notice, to any of the products and/or services offered on the Portal. The minimum price commitment does not apply to items sold through the Portal.

For information purposes and without prejudice to the provisions of the following Ninth Condition of these General Terms and Conditions, which is fully applicable, we remind you that all our products and/or services are subject to the legal guarantee in force at all times in the field of consumption.

Second - Procedure for the purchase of Portal services, Application shops, third party advertisements and other Users and cancellation of the service.

In order to purchase our services, the User must register and, subsequently and unless a free trial period is granted by Astroflow, the User must proceed (obligation for the User), as informed on the Portal, to pay the corresponding subscription through the "Pay" button of the corresponding payment method in Apple Pay or any other payment platform that may be enabled for this purpose, entering, where appropriate, a gift code.

For the acquisition or purchase of the products and/or services offered through the Portal, the User must subscribe to the plan of choice through the Apple Store or Google Play platform. Once the User has paid for the Astroflow service within the framework of his subscription, the service will automatically begin to be executed, it being understood that the User, at the time of registering with Astroflow, by means of these General Terms and Conditions, grants his prior consent to start the execution of the service, including the term of the right of withdrawal granted by the applicable regulations. In this sense, the User consents and is aware that, consequently, with the subscription (payment) to our services, he/she loses his/her right of withdrawal.

The User acknowledges and agrees that the availability of the App, depends on the third party from whom the User received the App, e.g., Apple's App Store iTunes, Google Play, and/or other application shops (collectively, "App Stores" and each, an "App Store").

The User agrees to pay all fees charged by the App Stores in connection with the App. The User agrees to comply with, and his or her license to use the App is conditioned upon compliance with, all applicable agreements, terms of use/service and other policies of the App Stores. The User acknowledges that the App Stores (and its affiliates) are a third-party beneficiary of these Terms and shall have the right to enforce these Terms.

The Service may contain links to third-party websites or resources and third-party advertisements (collectively, "Third-Party Advertisements"). Such Third-Party Advertisements are not under the control of BABILON SKY S.L. and BABILON SKY S.L. is not responsible for any Third-Party Advertisements. BABILON SKY S.L. provides these Third-Party Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations regarding the Third-Party Advertisements. The advertisements and other information provided by the Third-Party Advertisements may not be entirely accurate. You acknowledge that you are solely responsible for and assume all risk arising from your use of such websites or resources. When you link to a third-party site, the applicable third-party service provider's terms and policies, including privacy and data collection practices, govern. You should make such investigations as you deem necessary or appropriate before proceeding with any transaction with a third party. Your transactions and other dealings with Third Party Advertisements found on or through the Application, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

Each User of the Service is solely responsible for all User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no warranties as to the accuracy, currency, suitability, or quality of any User Content, and we assume no liability for any User Content.

The User hereby releases BABILON SKY S.L., our officers, employees, agents and successors from claims, demands, losses, damages, rights, claims and actions of any kind, including personal injury, death and property damage, which are directly or indirectly related to or arise out of any interaction or conduct of any App Store, any other user of the Service or any Third-Party Advertisement.

The App is free to download. However, some features of the Service are offered on a subscription basis for a fee. The User shall pay the App Store the applicable fees (and applicable taxes) as they become due.

To the extent permitted by applicable law, we may change the subscription fees at any time. We will give you reasonable notice of any price changes by posting the new prices on or through the App and/or by sending you an email notification. If you do not wish to pay the new fees, you may cancel the relevant subscription before the change takes effect.

The User authorises the App Stores to charge the applicable fees to the payment card the User presents. By subscribing to certain subscriptions, the User agrees that his/her subscription will automatically renew. Unless he/she cancels his/her subscription, the User authorises the App Stores to charge him/her for the renewal period. The automatic

renewal period will be the same as the period of your initial subscription, unless otherwise communicated to you on the Service. The renewal fee will be no higher than the fee for the immediately preceding subscription period, excluding any promotional and discounted pricing, unless we notify you of a fee change prior to your automatic renewal. You must cancel your subscription in accordance with the cancellation procedures communicated to you for the subscription in question. We will not refund any fees that have accrued on your account, and we will not pro-rate the fees for a cancelled subscription.

We may offer a free trial subscription to the Service. The free trial provides you with access to the Service for a period of time, details of which are specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notification. Ultimately, it is your responsibility to know when your free trial will end. We reserve the right, in our absolute discretion, to modify or cancel any free trial offer, your access to the Service during the free trial, or any of these terms without notice and without liability. We reserve the right to limit your ability to take advantage of multiple free trials.

The Service and your rights to use the Service expire at the end of your subscription payment period. If you fail to pay fees or charges due, we may make reasonable efforts to notify you and resolve the problem; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

Subscriptions purchased through an App Store are subject to the refund policies of that App Store. This means that we cannot grant refunds. The User should contact the App Store's support service.

If you are unsure how to cancel a subscription or free trial, please visit Apple's support website, Google Play help (or any other app shop support page). Removing the app does not cancel subscriptions or free trials.

Third - Representation and Restrictions of Users

By using the Service, the User represents and warrants that

- 3.1. has legal capacity and undertakes to comply with these Conditions;
- 3.2. is not under 16 years of age;
- 3.3. you will not access the Service by automated or non-human means, whether through a bot, a script or any other means;

- 3.4. you will not use the Service for any unlawful or unauthorized purpose
- 3.5. your use of the Service does not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any part thereof).

You may not access or use the Service for any purpose other than the purpose for which it is made available by us. The Service may not be used in connection with any commercial purposes except those specifically endorsed or approved by us.

As a User of the Service, You agree not to:

- Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission;
- Make any unauthorised use of the Service;
- Make any modification, adaptation, improvement, translation or work arising from the Service;
- Use the Service for any revenue-generating endeavour, commercial enterprise or other purpose for which it is not designed or intended;
- Make the Service available in a network or other environment that allows access or use by multiple devices or users at the same time;
- Use the Service to create a product, service or software that directly or indirectly competes with or in any way replaces the Service;
- Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing or distribution of any application, accessory or device for use with the Service;
- Circumvent, disable or otherwise interfere with the security-related functions of the Service;
- Engaging in unauthorised framing of or linking to the Service;
- Interfering with, disrupting or creating an undue burden on the Service or networks or services connected to the Service;
- Decrypt, decompile, disassemble or reverse engineer any of the software comprising or otherwise forming part of the Service;
- Attempt to circumvent any Service measures designed to prevent or restrict access to the Service, or any part thereof;
- Upload or otherwise distribute files that contain viruses, worms, Trojan horses, corrupted files or any other similar software or programs that may damage the operation of another's computer

- Use, launch, develop or distribute any automated system, including, without limitation, any spider, robot, spoofing utility, scraper or offline reader that accesses the Service, or use or launch any unauthorised script or other software;
- Use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
- Bring us and/or the Service into disrepute, tarnish or damage, in our opinion, ourselves and/or the Service;
- Use the Service in a manner inconsistent with any applicable law or regulation; or
- Breach or otherwise violate these Terms.

Fourth: Cancellations

If you are unsure how to cancel a subscription or free trial, please visit Apple's support website, Google Play help (or any other app shop support page). Removing the app does not cancel subscriptions or free trials.

This is an auto-renewing subscription service. Please read these Terms and Conditions of Use and Agreement carefully before initiating a free trial or completing a purchase of Astroflow's auto-renewing subscription service. To avoid being charged, you must affirmatively cancel a subscription or free trial in your app shop account settings at least 24 hours before the end of the current free trial or subscription period.

Fifth: Withdrawal.

Except for the exceptions provided for in the applicable regulations and in accordance with the provisions of the previous clause Two of these General Terms and Conditions, the User shall have a period of fourteen (14) calendar days to exercise their right of withdrawal. The withdrawal may be exercised through the [withdrawal form](#) that is made available prior to the purchase of our products and/or services, for your convenience and information and which is managed electronically by sending an email to the address contact@astroflow.app, indicating the following information: (a) personal data and address of the User and (b) identification data and date of purchase of the service purchased.

In the event that the User exercises his or her right to cancel the order, BABILON SKY S.L. within a period not exceeding fourteen (14) calendar days from the day after the User was informed that he/she wished to cancel the order, will refund, in any case, to the User the amounts charged for the sale of the service associated with his/her order, except for the exceptions to the right of withdrawal regulated by the applicable regulations. In this regard and in accordance with the provisions of clause Two of these General Terms and Conditions, the User is informed that once registered in Astroflow

and has proceeded to subscribe to any of our services, paying to that effect, the Service offered by BABILON SKY S.L., will begin to run automatically. The User at the time of registering in Astroflow, by means of these General Terms and Conditions, gives his prior consent to start the execution of the service during even the term of the right of withdrawal granted by the applicable regulations. In this sense, the User consents and is aware that, consequently, with the subscription (payment) to our services, he/she loses his/her right of withdrawal.

Sixth: Consultations, Incidents and Complaints.

If you wish to submit any notice under these Terms or have any questions, concerns, queries, issues, or complaints about the Service, you may contact us through our support: contact@astroflow.app.

Seventh: Notifications to the User.

Any notification or communication to the User that should be carried out by reason of the products and services contracted with BABILON SKY S.L. may be made by Astroflow by telephone, SMS, e-mail, post, including these in their forms of certified notification, to the address established by the User in the formalisation of their registration and subscription to our services.

Eighth - Miscellaneous

No delay or omission on our part in exercising any of our rights arising from any breach or default by you in respect of these Terms shall prejudice or be construed as a waiver of such right, and no waiver by BABILON SKY S.L. of any of the covenants, conditions or agreements to be performed by you shall be construed as a waiver of any subsequent breach of the same or any other covenant, condition or agreement contained herein.

If any provision of these Terms and Conditions is held to be invalid or unenforceable, then these Terms and Conditions shall remain in full force and effect and shall be reformed to be valid and enforceable so long as they reflect the intent of the parties to the fullest extent permitted by law.

Unless expressly provided otherwise, these Terms set forth the entire agreement between the User and BABILON SKY S.L. with respect to its subject matter, and supersede all prior promises, agreements, or representations, whether written or oral, with respect to such subject matter.

Please be advised that BABILON SKY S.L may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any means, including novation, and by accepting these Terms you grant BABILON SKY S.L. your consent to any such assignment and transfer. You confirm that the posting on the Service of a version of these Terms and Conditions that lists another person as a party to these Terms and Conditions shall constitute valid notice to you of the transfer of BABILON SKY S.L.'s rights and obligations under the Agreement (unless expressly stated otherwise).

All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or through other forms of electronic media, such as email, you are communicating with us electronically. You agree that we may communicate with you electronically and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labelled "SUBMIT", "CONTINUE", "REGISTER", "I ACCEPT" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. You hereby agree to the use of electronic signatures, contracts, orders, and other electronic records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the service.

In no event shall BABILON SKY S.L. be liable for any breach of these Terms to the extent that such breach is caused by factors beyond BABILON SKY S.L.'s reasonable control.

This Legal Notice is approved and published in Barcelona, on 1 March 2022.
