



General terms and conditions of use

Updated on 15.10.2018

Terms of use and subscription

Information and promotion conditions

CONDITIONS OF USE AND SUBSCRIPTION

1. AREA OF APPLICATION

These General Conditions of Use (hereinafter, the "Terms of Use and Subscription") regulate the use of the website www.gonow.com (hereinafter, the "Website") and of the smartphone applications (hereinafter, the "Apps"), owned by GONOW PRODUCTIONS, SL (hereinafter, "gonow"). gonow is a Spanish company, with registered address at C / VERDAGUER, 27 SANT CUGAT - 08198 BARCELONA with NIF: B67187336. E-mail: info@gonowpro.com Domain name: gonowpro.com, gonowpro.es, gonow.cat (includes subdomains)

gonow is a platform where third parties advertise products and services and events through the Apps (hereinafter, the "Products", "Events" and "Services" respectively).

gonow through its Apps puts its users in contact with third parties (hereinafter, "customers"), in order that customers can offer their products, events and services through the Apps.

Gonow does not sell any type of product or service to Users, defined according to the following clause, acting solely and exclusively as an information platform, which has been previously introduced by customers or by gonow.

Any individual or legal entity that accesses the Website and the Apps agrees to use its contents and services in accordance with the law and these Terms of Use and Subscription.

2. USER and CLIENT.

User

The User (natural or legal person who does not have the status of Client, hereinafter the "User") accessing the Website and / or Apps accepts to submit to

the Terms of Use and Subscription and the Information and Promotion Conditions as they are written up at the moment in which the Website and / or Apps are accessed. Any access to the Website and Apps by a User is subject to these Terms of Use and Subscription and to the Conditions of Information and Promotion.

When a User logs in, gonow uses cookies which have an indefinite duration while the User's session remains open.

Client

The User who wishes to browse the Website and / or Apps, as well as advertise Products or Events or Services must have the status of "Client", which is acquired by completing the registration form, accepting these Terms of Use and Subscription, the Information and Promotion Conditions and following the steps that gonow indicates on its Website.

Any Client or User accessing the Website and / or Apps must be over 16 years old with sufficient legal capacity to enter into contracts and agree to use the Website, Apps, Social Networks, content and services in accordance with the law and the present conditions.

By accepting these Terms of Use and Subscription and the Information and Promotion Conditions, the gonow Client and its data will become part of the "web clients" file of said company. The treatment of this file will be in accordance with the provisions of the Privacy Policy and the Cookies Policy.

Gonow will not store personal data or any other type of data of Users who are not customers.

Likewise, gonow has the right to carry out, during defined time intervals, promotional campaigns to encourage the registration of new customers. gonow reserves the right, always in compliance with applicable regulations, to modify the conditions of application of the promotional campaigns by duly communicating it, or proceed to the exclusion of any of the participants Clients of the promotional campaign in the event of detecting any anomaly, abuse or unethical behavior in the participation of the campaign according to gonow criteria.

When a Client logs in, gonow uses cookies so that he does not have to enter his data each time. These cookies are restored each time the Client accesses the Website and / or Apps and have an indefinite duration while the Client's session remains open. If the Client does not want his / her session to remain open, he / she may close it from the "Close session" link in the upper right corner of the Website and / or Apps, at any time and each time he / she enters the Website.



3. PRIVACY POLICY AND COOKIES POLICY

The privacy policy and the cookies policy are published on the Website and the gonow Apps and are applicable to any use that the User and / or Client makes of the Website and the Apps. The User and / or Client must read these policies carefully to know their rights and obligations.

4. INTELLECTUAL AND COMMERCIAL PROPERTY

The websites "gonowpro.com", "gonowpro.es", "gonow.cat" are domains registered by gonow. These domains and the "gonow" brand can not be used, except with the express written consent of gonow, in connection with other Products or Services that are not gonow in any way that could cause confusion among our Clients or gonow discredit.

gonow holds the necessary rights over the content, design and source code of the Website and the Apps and, especially, with an enunciative but non-limiting character, the necessary rights over photographs, images, texts, logos, designs, brands, trade names and data that is included in the Website and in the Apps. Some photographs, descriptions, texts, graphic representations and videos related to the announcements are provided directly by the gonow Clients. These Clients must have the intellectual and industrial property rights over the advertisements and the materials related to the advertisements without infringing the rights of third parties.

Likewise, the content of this Website and the Apps is also considered as a computer program, and therefore, all applicable Spanish and European Community regulations on the subject also apply.

It is expressly forbidden the total or partial reproduction of this Web Site, not even by means of a hyperlink, nor of any of its contents, without the prior express and written authorization of gonow.

Likewise, the copying, reproduction, adaptation, modification, distribution, commercialization, public communication and / or any other action that involves an infringement of current Spanish and / or international regulations in the matter of intellectual and / or commercial property, as well as the use of the contents of the Website if it is not with the express prior written permission of gonow.

gonow informs that it does not grant license or express or implicit authorization whatsoever on the intellectual and / or commercial property rights or on any other right or property related, directly or indirectly, with the contents included in the Website.

The Client must carefully check these characteristics before the subscription or



the free trial and before loading the ads and contents on the Website and Apps.

5. GONOW'S RESPONSIBILITY

gonow carries out its best efforts to ensure the uninterrupted availability of the Website and the Apps. However, the access can be temporarily interrupted by maintenance tasks, the upload of updates, new announcements or issues unrelated to gonow.

gonow does not assume any responsibility derived, by way of example but not limited to:

a) Regarding the use that Clients or Users may make of the materials of the Website, Apps or link websites, whether prohibited or permitted, in violation of the intellectual and / or industrial property rights of the contents of the website or third parties.

b) Of the infractions in the matter of intellectual and industrial property that Clients and collaborating third parties of gonow could commit in relation to the Products, Events and Services.

c) Any damages caused to Clients or Users as a result of normal or abnormal functioning of the search tools, of the organization or location of the contents and / or access to the Website and, in general, of the errors or problems that are generated in the development or instrumentation of the technical elements that the Website or a program facilitates to the Client or User.

d) The contents of those pages that Clients or Users can access from links included in the Website, whether authorized or not.

e) Of the acts or omissions of third parties, regardless of whether these third parties could be linked to gonow by contractual means.

f) The access of minors to the contents included in the Website and in the Apps, being the responsibility of their parents or guardians to exercise adequate control over the activity of the children or minors under their care or to install any of the tools of control of the use of Internet in order to avoid access to materials or content not suitable for minors, as well as the sending of personal data without the prior authorization of their parents or guardians.

g) Errors or delays in accessing the Website and / or Apps by the Customer when entering their data in the subscription process or any anomaly that may arise when these incidents are due to problems in the Internet network, causes of fortuitous event or force majeure and any other unforeseeable contingency other than the good faith of gonow.

h) Failures or incidents that may occur in communications, deletion or incomplete transmissions, so that it is not guaranteed that the Website is constantly operational.



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- i) Errors or damages caused to the Website and / or Apps due to inefficient use and in bad faith by the Client or User.
 - j) gonow is committed to solving any problems that may arise and offering all the necessary support to the Client and User to arrive at a quick and satisfactory solution of the incidents that may arise in the Website and Apps.

6. LEGAL NOTICE ON FRAUDULENT PRACTICES

Information about products, events and services are available exclusively in the Apps. gonow warns the User and Client that during the use of the Apps may appear emerging messages in which, through fraudulent use of the trade name and brand of gonow, the User or Client is encouraged to take any action in exchange of a gift or a consideration. These messages are not gonow ads and gonow is not responsible for any action derived from such messages.

The data for the contact with gonow are available on the Website and Apps. When the User or Client wants to contact gonow, he / she will be able to consult our contact information on the Website and in the Apps. gonow is not responsible for fraudulent uses of the gonow brand that may be carried out by third parties.

We inform you that from gonow we can not control the programs or devices that can be introduced in the computer or device of the User and Client by browsing the Internet, recommending that the necessary prevention and security measures be established, so that the User or Client be protected against possible attacks by third parties. If the User or Client is aware of any fraudulent action, he can contact gonow and we will try to adopt the necessary measures in this regard.

7. SOCIAL MEDIA AND PUBLICITY

Privacy Policy

gonow, informs Clients and Users that has a profile in the following Social Networks: Facebook, Twitter, LinkedIn, Pinterest, YouTube, Google+ and Instagram (the "Social Network"). All of them, created, with the main purpose of publicizing the Products, Events and Services of gonow.

The Client or User may join the Groups or Profiles that gonow has in different social networks. The User or Client who becomes a fan of any of these Groups or Profiles, thus showing interest in the information advertised in the Social Network, accepts the Terms of Use and Subscription and privacy policy of the corresponding Social Network.

gonow may access and process that information of a public nature of the User, specifically, his contact name. These data will only be used within the Social Network itself and will not be incorporated into any file, unless otherwise indicated. The User may access the privacy policies of the social network at any time, as



well as configure their profile to guarantee their privacy.

Use of the profile

gonow will perform the following actions:

- Access to public profile information. - At the request of the User, publication in the User's profile of information that, previously, has already been published on the gonow page. - Send individual messages through the channels of the Social Network, when they are allowed. - Updates of the status of the page that will be displayed in the User's profile.

The User, at all times, can control their connections and delete content that no longer interests them. You can also modify and restrict who you share your connections with through your privacy settings.

Contests, promotions and raffles on the Website, Apps and Social Networks

gonow reserves the right to hold contests, promotions and raffles, in which the User who is attached to your page may participate. The bases of each of them, when done through the platform of the corresponding Social Network, will be published in it, according to the current legislation.

Gonow advertising

gonow may use the Social Network to advertise its Products, Events and Services and those of third parties. In the event that you decide to treat your contact data to carry out direct commercial prospecting actions, it will always be in compliance with current regulations and those of the platform itself.

Below we detail the link to the privacy policy of each of the Social Networks:

Facebook: <https://www.facebook.com/privacy/explanation>

Twitter: <https://twitter.com/privacy?lang=en>

LinkedIn: <https://www.linkedin.com/legal/privacy-policy>

YouTube: <https://www.google.es/intl/es/policies/privacy/>

Google+: <http://www.google.es/intl/es/policies/privacy/>

Instagram: <https://instagram.com/about/legal/privacy/>

Pinterest: <https://about.pinterest.com/en/privacy-policy>

Contents of the Websites and Apps introduced by the Clients

The Clients have the possibility of introducing contents in the gonow Websites, as descriptions of the promotions, events, announcements, comments and photographs. The publication of the contents is subject to these Terms of Use and Subscription.

The person identified, in each case, as the one who has submitted the contents will be responsible for them. The contents will not reflect, in any way, the opinion



of gonow.

gonow is not responsible for any errors, inaccuracies or irregularities that may be contained in the published content, as well as for any damages or losses that may arise from the insertion of the contents in the Websites.

The Client providing the contents assigns to gonow, in any type of support, the rights for its reproduction, use, distribution, public communication or any other type of activity on them.

Likewise, the supplying customer declares to be the holder of the rights over the contents, if any, or guarantees that it has the necessary rights and authorizations of the author or owner, for its use by gonow.

gonow is not responsible for any damages or losses that may be caused by the use, reproduction, distribution or public communication or any other type of activity carried out on the contents that are protected by intellectual property rights belonging to third parties, without the Customer has obtained, duly, from its holders the necessary authorization to carry out the use that they intend to make.

gonow reserves the right to withdraw, at any time, and, unilaterally, the contents in any section of the website or the Social Network website, when, due to its content, gonow deems it pertinent.

gonow, will not be responsible for the information sent by the Client when it does not have effective knowledge that the information stored is illegal or that it could harm goods or rights of a third party susceptible of compensation. When there is an effective knowledge that it contains information such as those referred to above, gonow undertakes to act with diligence to remove them or make access to them impossible.

In any case, to file any claim related to the contents inserted in the corresponding sections, you can do so by contacting the following email address: support@gonowpro.com.

8. ADVERTISING AND LINKS OF THIRD PARTIES ON THE WEB SITE AND SOCIAL NETWORKS

Advertising

Part of the Website and / or Apps may include advertising content or be sponsored. Advertisers and sponsors will be solely responsible for ensuring that the material submitted for inclusion in the Website and / or Apps complies diligently with the laws that in each case may be applicable.

gonow will not be responsible for any error, inaccuracy or irregularity that may include the advertising content or the sponsors.



Third party links

The destinations of links and links that may appear on the Websites, Apps and other platforms are not under the control of gonow.

gonow is not responsible for the content of any of the destination sites of a link, or any link included in a site that is reached from the gonow website or Apps or any change or update of those sites.

These links are provided only to inform you of the existence of other sources of information on a specific topic, and the inclusion of a link does not imply endorsement of the linked website by gonow.

On the other hand, it is allowed to establish links with this website only at the level of the home page, without the establishment of said link implies the approval by gonow of the linked site or its content. Likewise, it is prohibited:

- The establishment of deep links without the prior written consent of gonow.
- The framing of this Website with sites or elements of sites other than gonow.
- Online linking and incorporation by any other means of elements of this Website in the sites belonging to individuals or entities outside gonow.

9. PARTIAL NULLITY

In the event that any Clause of these Terms of Use and Subscription is declared void, the other clauses will remain in force and will be interpreted taking into account the will of the parties and the purpose of these Terms of Use and Subscription.

The non-exercise by gonow of any rights derived from these Terms of Use and Subscription shall not be construed as a waiver of such right, unless expressly waived and in writing by gonow or prescription of the action that in each case corresponds.

10. MODIFICATION OF THE CONDITIONS

gonow reserves the right to modify, at any time and without prior notice, the presentation and configuration of the Website and / or Apps, as well as the Terms of Use and Subscription, the Privacy Policy, the Cookies Policy and the Conditions of Use. Information and Promotion. Clients and Users will always have these Terms of Use and Subscription, the Privacy Policy, the Cookies Policy and the Conditions of Information and Promotion in a visible place, freely accessible for any queries you want to make. Clients and Users must carefully read these Terms of Use and Subscription, the Privacy Policy, the Cookies Policy and the Information and Promotion Conditions. In any case, the acceptance of the Terms of Use and Subscription and the Conditions of Information and Promotion in force at any time, will be a previous and essential step to the subscription by the Clients



of the gonow services.

11. COMMUNICATIONS BETWEEN GONOW AND THE CLIENT

All communications between gonow and the Customer relating to these Terms of Use and Subscription and to the Conditions of Information and Promotion will be made in writing through the "Help" section or through the contact email support@gonowpro.com.

The Client may also send gonow physical communications as long as they are sent to the gonow address indicated in Clause 1 above and are made in writing and through a system that allows the content to be accredited and gonow's reception of the corresponding communication.

Communications between gonow and the Client in connection with the subscription of the gonow service will be governed by what is indicated below in the corresponding section of the Information and Promotion Conditions.

12. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Both gonow and the Client may freely assign and / or transmit, at any time and in accordance with the applicable regulations, the rights and obligations related to these Terms of Use and Subscription. The party that has assigned its rights is obliged to notify the other party, providing the identity of the person / entity to which the aforementioned rights and obligations were assigned. Said notification must be in writing and by a means that ensures the reception thereof.

13. APPLICABLE LAW AND JURISDICTION

These Terms of Use and Subscription are governed by Spanish law.

In case of dispute or disagreement arising from these Terms of Use and Subscription and for the resolution of any conflicts, the parties agree to submit, at their own discretion, and waive any other jurisdiction or jurisdiction to which they may be entitled, to the courts and tribunals of the city corresponding to the domicile of the Client, User and gonow.

The European Commission also provides consumers in the European Union with the online dispute resolution platform to resolve disputes amicably (Article 14, paragraph 1, Regulation (EU) 524/2013), accessible on the web <http://ec.europa.eu/odr>

CONDITIONS OF INFORMATION AND PROMOTION

1. AREA OF APPLICATION

These information and promotion conditions ("Promotion Information Conditions") regulate the information and promotions offered by gonow customers to their



Users through the Website and the Apps.

gonow operates through the Website, exclusively, for the Spanish territory included in the Iberian Peninsula, the Balearic Islands and the Canary Islands (hereinafter, the "Territory").

2. INFORMATION ON PRODUCTS, EVENTS AND SERVICES

The descriptions of the Products, Events and Services offered in the Apps are made based on the information and documentation provided by the gonow customers through their gonow account.

The photographs, graphic or iconographic representations and videos related to the Products, Events and Services, as well as trade names, trademarks or distinctive signs of any kind contained in the Website and Apps are intended to provide as much information as possible to the User.

gonow, therefore, does not act on behalf of the Clients and, consequently, assumes no responsibility in relation to the obligations that correspond to them or to the actions that they carry out.

gonow is not responsible for the accuracy of the information on promotions, announcements or events introduced on the Website and Apps by Clients, being these responsible to Users for any type of claim or action arising from the use of the site Web or Apps made by Users. gonow is not responsible for the information entered by the Clients and it is the Client's responsibility to maintain said information.

gonow does not sell any type of product or service to the Users acting solely and exclusively as an information platform, which has been previously introduced by customers or by gonow.

Gonow will include information about events for the promotion of the application itself and the object of gonow. gonow is not responsible for the veracity of said information or the maintenance thereof.

The information contained in the Website or in the gonow Apps are made based on the information and public documentation to which gonow has access through the social networks and official websites of said parties or third parties.

Gonow will contact the third party that owns this information to inform you of the inclusion of such information in the gonow platform and to offer you the possibility of becoming a client.

3. CANCELLATION AND EXTENSION OF INFORMATION OF PRODUCTS, EVENTS AND SERVICES

The Clients may cancel or expand the information of the Products, Events and Services according to their criteria. Gonow is not responsible for the contents of the Web site or Apps introduced by the Clients.



gonow reserves the right to withdraw information, promotions and advertisements from the Website and Apps in case it considers that such information may contain illegal information or that may induce gonow Users to perform any criminal or unethical act at their discretion. of the gonow ethics committee.

gonow reserves the right to cancel customer accounts in cases where gonow considers that the customer publishes information that may be related to illicit activities or crimes according to Spanish legislation. gonow undertakes to review the information added by the Clients on the Website and Apps on a regular basis by the gonow Ethics Committee.

gonow will communicate to the Client about the reasons why it withdraws from its Web Site or Apps some type of content through email.

Gonow will communicate the cancellation of a customer account to the Customer by email, reimbursing, where appropriate, the proportional part of the fee paid by the Customer based on the frequency of payment of said fees and the number of days elapsed between the payment of the last installment and the next installment that should be paid.

4. ETHICAL COMMITTEE OF GONOW

Gonow has an ethical committee to ensure the values and mission of Gonow and the community to which he belongs. One of the functions of said committee is the review of the contents published on the Website and Apps so that they comply with the gonow code of ethics and current legislation.

Gonow will inform the police authorities of any information detected by the gonow ethics committee that could constitute a criminal activity.

5. GONOW'S RESPONSIBILITY

Notwithstanding the provisions of the applicable regulations, gonow is not responsible for the Products, Events and Services contained in its Website and Apps.

6. APPLICABLE LAW AND JURISDICTION

These gonow Information and Promotion Conditions are governed by Spanish law.

In the event of any controversy or disagreement arising from these gonow Information and Promotion Conditions or contracting the Services to gonow through the Website and / or Apps and for the resolution of any conflicts, the parties agree to submit, to their free election, and waiving any other jurisdiction or jurisdiction to which they may be entitled, to the courts of the city corresponding to the address of the Client, User or gonow.

gonow, therefore, does not act on behalf of the Clients and, consequently,



assumes no responsibility in relation to the obligations that correspond to them or to the actions that they carry out.

