

# ARRIBO TERMS AND CONDITIONS

The contracting and use of the ARRIBO platform, as well as the other services available on it, is authorized in accordance with these Terms and Conditions and our Privacy Policy.

Last modified: August 26, 2025

These terms have been prepared in Spanish; translations are provided for informational purposes only. In the event of any conflict or inconsistency between the versions of these terms, the Spanish version shall prevail and be binding.

## FIRST. OUR DATA

**1.1** Welcome to the ARRIBO platform. Use of the ARRIBO platform is authorized in accordance with these Terms and Conditions by LODGERINAPP, SL, a Spanish company with registered office at Ctra. Fuencarral, No. 44, Block 3, Floor 2, Door 30, 28108, Alcobendas, Madrid, registered in the Mercantile Registry of Madrid, to the volume 30836, folio 117, sheet number M-555009, registration 1° and provided with NIF B-86680840 (hereinafter, "ARRIBO") with email address: admin@lodgerin.com.

**1.2** For the purposes of these Terms and Conditions, hereinafter "ARRIBO" and "PLATAFORM" means LODGERINAPP, S.L, as well as the subsidiaries of this entity.

A subsidiary of LODGERINAPP, S.L is any company, partnership, corporation, or other entity controlled by or otherwise under the control of LODGERINAPP, S.L or that, pursuant to Article 42 of the Spanish Commercial Code, is part of the same corporate group (hereinafter, the "Subsidiaries"). The terms "controlled" and "control" indicate the ability to direct the management of the entity in question.

## 2. BINDING TERMS AND CONDITIONS OF USE

**2.1** PLEASE READ THIS DOCUMENT CAREFULLY:

This document constitutes a contract from which legal obligations arise for you. These Terms and Conditions of Use of the "PLATFORM" (hereinafter, the "Terms and Conditions", the "Conditions of Use" or the "T&Cs") are binding and regulate the conditions of use, access and utilization of the "PLATFORM" available on its Website, which can be accessed through the following link:[link](#).

**2.2** Access to the "PLATFORM" attributes the condition of "USER" or "TENANT" to any person who uses the platform and implies full and complete acceptance of these "TERMS AND CONDITIONS", as well as the [Privacy Policy](#) of the "PLATFORM". Unreserved and complete acceptance of these Terms of Use is essential for use of the "PLATFORM".

You declare that you have read, understood, and fully accept these Terms of Use. If you do not agree with these "TERMS AND CONDITIONS," please do not access or use the "PLATFORM."

**2.3** "ARRIBO" reserves the right to update these "TERMS AND CONDITIONS" periodically if it deems it appropriate or to adapt them to possible regulatory changes and provide you with better service. It is YOUR RESPONSIBILITY TO PERIODICALLY REVIEW THESE "TERMS AND CONDITIONS". If you continue using the "PLATFORM" after a modification to these T&Cs, you will be deemed to have expressly and unreservedly accepted said modification. In the event that you do not accept a modification to these "TERMS AND CONDITIONS", you may not continue using the "PLATFORM" and these "TERMS AND CONDITIONS" will be deemed to have been terminated.

**2.4** You are not authorized to use the "PLATFORM" accessible through it if (a) you are under 16 years of age, have not reach the legal age to work and/or do not have legal capacity to enter into contracts or (b) if you have been prohibited by a judicial or administrative authority from accessing and/or using this type of services in your jurisdiction, in the place where you reside or in the place where you access the "PLATFORM".

**2.5** The use of the "PLATFORM" also entails your acceptance of any notices, regulations of use and instructions that may be made known to you by "ARRIBO" after acceptance of these "TERMS AND CONDITIONS".

### **3. DESCRIPTION OF ARRIBO SERVICES**

**3.1** The "PLATFORM" is a mobile app and website for managing medium-stay rentals, which facilitates the "TENANT" in the search for and contracting of real estate leases for medium-stay rentals, acting as a mere intermediary between the landlord, any provider of private or professional accommodation (hereinafter, the "LANDLORD") and the "TENANT" (hereinafter, the "Services").

**3.2** "ARRIBO" is not an advisor, nor does it provide labor or legal advice of any kind. You, as the client, are solely responsible for accessing the platform. Any information that "ARRIBO" may provide you regarding the possible uses of the "PLATFORM" does not constitute advice or consulting regarding your obligations under applicable labor, tax, social security, or any other legal legislation.

### **4. REGISTRATION**

**4.1** To access the PLATFORM, you must install the mobile application on your device. In addition, you must provide certain information (i) as part of the registration process; and (ii) for continued use of the PLATFORM. You expressly agree and agree to provide accurate, truthful, current, and complete information required when registering on the PLATFORM and at any other time when necessary during your use of the PLATFORM (hereinafter, the "Registration Data"). You agree to keep your Registration Data up to date.

**4.2** The "**PLATFORM**" reserves the right to deny access and use of the same and the rest of the services in the event of detecting or having sufficient reasonable grounds to consider that the "TENANT" has provided inaccurate, false or fraudulent data.

**4.3** Upon registration, you will be asked to provide an email address and personal password to create your "TENANT" account. You understand and agree that you are responsible for (i) maintaining the confidentiality of your "ARRIBO" account; and (ii) frequently updating and checking your access. Accordingly, you release the "PLATFORM" from any liability, and acknowledge and agree that the "PLATFORM" is not responsible for any problems arising from or related to your account that may result from your failure to protect or adopt reasonably adequate measures to protect your mobile phone for access to

your account. If you become aware of or suspect that your username and/or password are being used in an unauthorized or illegitimate manner, you must immediately notify the "PLATFORM" at the following email address: [admin@lodgerin.com](mailto:admin@lodgerin.com).

**4.4** Express acceptance of these "TERMS AND CONDITIONS," as well as the general privacy policy of "ARRIBO," will be essential to complete the registration.

**4.5** After completing registration, the TENANT must check their email and confirm account activation with a link sent to the email address provided to begin using the platform and any other services they may have purchased.

## **5. ACCESS AND SECURITY**

**5.1** To access and use the "PLATFORM," a compatible mobile device, a specific operating system, and internet access are required. This may require you, as a "TENANT," to obtain updates and new versions from time to time. You expressly acknowledge and agree that "ARRIBO" is not responsible in any way for:

(a) The availability and/or speed of your Internet connection or the costs that your Internet connection may entail.

(b) The availability, compatibility, performance and renewal of the "TENANT" mobile operating system necessary to use the "PLATFORM", as well as the cost of said licenses, if any.

**5.2** Because using the PLATFORM requires a mobile device, operating system, and internet access, your ability to use the PLATFORM may be affected by the performance of these elements. We strongly recommend that you use a high-speed internet connection. You acknowledge and agree that these technical requirements, which may change from time to time, are your sole and exclusive responsibility, and you release ARRIBO from any liability for any inability to use or unsatisfactory use of the PLATFORM resulting from such technical requirements.

**5.3** Regardless of the authentication method used, the TENANT must maintain the confidentiality of their username and password to access their account and will not allow anyone to use their username, password, or any other form of authorization. The TENANT

must ensure that they close their account on the PLATFORM upon completion of use. The TENANT is solely responsible for all activity using their account, including any misuse of their username and password, as well as any damage caused by such misuse.

**"ARRIBO"** You can trust that providing your username and password identifies and authenticates you as a "TENANT."

**"ARRIBO"** will not be liable for any damages, costs, expenses or fees arising from the disclosure of your username, password or other information to any other person.

**5.5** If the security or confidentiality of your username, password or any other form of authorization is compromised, you must immediately notify us. [admin@lodgerin.com](mailto:admin@lodgerin.com)

## **6. AUTHORIZATION FOR USE**

**6.1** The "PLATFORM" (or any "ARRIBO" software or mobile application) is made available to you directly through the "PLATFORM" or indirectly through distributors, partners, or resellers licensed for its use. In this regard, the "TENANT" understands that "ARRIBO" holds the ownership or has sufficient and necessary rights to grant use of the "PLATFORM." Under no circumstances may the "TENANT" be deemed to have been granted any ownership rights over the "PLATFORM," and under no circumstances may it be construed as a sale.

**6.2** "ARRIBO" hereby reserves all rights to the "PLATFORM" and/or the "ARRIBO" mobile application.

## **7. USE OF THE PLATFORM**

**7.1** The TENANT may use the PLATFORM as a mobile application, compatible with all major mobile operating systems. Access requires a prior download of the application.

**7.2** The "TENANT" may use the "PLATFORM" for the search, and where appropriate, contracting with the "LANDLORD" of a lease of the properties offered. To facilitate this intermediation, "ARRIBO" makes available to both parties an internal "PLATFORM" chat so that "TENANT" and "LANDLORD" may discuss and agree on whatever they consider. This internal chat will be established once the reservation for the stay has been accepted.

**7.3** The "TENANT" must use the "PLATFORM" solely for its intended purpose, in good faith, in accordance with current legislation, generally accepted moral standards and customs, public order, and these "TERMS AND CONDITIONS." Furthermore, the "TENANT" must at all times respect the intellectual and industrial property rights held by "ARRIBO."

**7.4** The use of the "PLATFORM", as well as the "ARRIBO" mobile application and/or any of the contents of the "PLATFORM" for purposes or effects that are (or may be) illegal, prohibited, harmful to the rights and interests of third parties, as well as the performance of any action that damages or may damage, disable, overload or deteriorate the "PLATFORM" and/or causes damage or alterations of any kind not consented to by "ARRIBO" to the "PLATFORM", to its contents, or to other "TENANTS" or "USERS" is strictly prohibited.

In particular, for illustrative and non-limiting purposes, the "TENANT" may not:

(a) Systematically retrieve data or other content from the "PLATFORM" (including collecting usernames and/or email addresses of "LANDLORDS" by electronic or other means) to create or compile, directly or indirectly, a collection, compilation, database or directory or to perform data mining without "ARRIBO's" prior written consent.

(b) Reproduce and extract data, information and/or content from the "PLATFORM" or the "PLATFORM" itself for data mining purposes under the terms of Royal Decree 24/2021, unless prior express written authorization has been obtained from "ARRIBO".

(c) Circumvent, disable, or otherwise interfere with the security features of the "PLATFORM." The "TENANT" may not interfere with, disrupt, or create an undue burden on the "PLATFORM" or any Services connected to the "PLATFORM."

(d) Access or attempt to access the account of any other "TENANT" of the "PLATFORM".

(e) Deceive or defraud "ARRIBO" or other "TENANTS" or "LANDLORDS", especially in any attempt to learn sensitive information from another "TENANT" or "LANDLORD" account or password, or impersonate another "TENANT" or "LANDLORD", or use the name of another "TENANT".

(f) Misuse our Support Services or make false reports of abuse or misconduct.

(g) Sell, share or otherwise transfer your profile or credentials.

(h) Use any information obtained from the "PLATFORM" to coerce, intimidate, threaten, abuse or harm another person, including other "TENANTS", "LANDLORDS" or "ARRIBO" employees.

(i) Upload or transmit (or attempt to upload or transmit) viruses, worms, Trojan horses or any other malware that interferes or may interfere with the use and enjoyment of the "PLATFORM" by any "TENANT".

(j) Use or provide the Services in any way that modifies, impairs, interrupts, alters or interferes with the use, features, functions, operation and/or maintenance of the "PLATFORM"

(k) Infringe the Industrial and Intellectual property rights of "ARRIBO", including, among others, rights over databases, software (source code and object code), interfaces and trademarks (whether registered or not).

**7.5** In accordance with the foregoing, "ARRIBO" reserves the right to deny access to and use of the "PLATFORM" and other services, including the suspension or deletion of your account, whenever the "TENANT" uses the service in a manner that violates these "TERMS AND CONDITIONS." Ultimately, if necessary, "ARRIBO" also reserves the right to take legal action whenever it deems appropriate.

## **8. PAYMENT**

**8.1** Both the registration, the download of the mobile application and the general use of the "PLATFORM" are free of charge for the "TENANT". Notwithstanding the foregoing, "ARRIBO" reserves the right to, in the future, make these services subject to a financial compensation and specific conditions. In this regard, "ARRIBO" will notify the "TENANT" of the new features of the service with sufficient advance notice. If the "TENANT" does not agree with the new Terms of Use of said "PLATFORM" service, the service will be considered immediately terminated, and the "TENANT" must automatically cease using it.

**8.2 “ARRIBO”** provides the TENANT and LANDLORD with an external platform to facilitate payment. The partners we work with may vary and be modified over time and by region. Currently, the external partner platform for "ARRIBO" is [STRIPE](#). “ARRIBO” only provides technical access to such payment services. [STRIPE](#) The scope of the service, pricing, third-party privacy, the duties, obligations, and commitments of such third-party providers to third parties, the term, and any other terms of use, including support, are based on the terms and conditions of use and privacy policies that govern the contractual relationship between the "Tenants" and such third-party providers.

**8.3.** The payment methods available from the “TENANT” to the “LANDLORD” are the following:

(a) Debit or credit bank card, through the platform [STRIPE](#).

(b) Any other payment method that [STRIPE](#) Offered in available regions and accepted by “ARRIBO.” The partners we work with may vary and be modified over time and by region.

**8.4** Both the conditions and methods of payment of the price by the “TENANT” to the “LANDLORD” will always and in all cases comply with the applicable regulations in force.

## **9. MODIFICATION OF TERMS AND CONDITIONS**

**9.1** During the term of these "TERMS AND CONDITIONS," "ARRIBO" may, at any time, after notifying the "TENANT," change the terms of these Terms. Any changes to the essential contractual terms must be communicated by "ARRIBO" to the "TENANT."

## **10. CANCELLATION AND REFUND POLICY**

**10.1 Cancellation.** The cancellation period varies depending on the cancellation policy established by the LANDLORD for each listing, and the cancellation date relative to the arrival date.

**10.2 Refund.** Likewise, the Refund Policies, if any, vary according to those established in each case by the “LANDLORD” with whom the “**TENANT**” freely decide to hire, NOT BEING “**ARRIBO**” IN NO WAY RESPONSIBLE FOR THE REFUND OF ANY AMOUNT, SINCE THE SERVICE IT PROVIDES TO THE “**TENANT**” IT’S FREE OF CHARGE.



## **11. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

**11.1** “**ARRIBO**” is the full and exclusive owner and/or holder of all Industrial and Intellectual Property rights over the Services and the “**PLATFORM**”, as well as any updates, improvements, revisions, extensions, modifications, adaptations, corrections, translations or new versions (updates and upgrades) that “**ARRIBO**” may carry out at its sole discretion and on a voluntary basis.

**11.2** Without prejudice to the License to use the “**PLATFORM**”, you acknowledge and accept that, through these “**TERMS AND CONDITIONS**”, no right of ownership, use, or license of any kind is granted or recognized in your favor over the trade names, brands, logos, domain names or any other distinctive sign of “**ARRIBO**”, nor over the Industrial and Intellectual Property rights of “**ARRIBO**”, on the “**PLATFORM**”, and the Services.

**11.3** Furthermore, “**ARRIBO**” has all necessary permissions, licenses, rights and authorizations to enter into and fully perform its obligations under these “**TERMS AND CONDITIONS**”, including ownership or valid licenses of all Industrial and Intellectual Property rights (including, but not limited to, patents, if any, trademarks, database rights, copyright, copyright and design rights) that are necessary for the performance of any of its obligations under these “**TERMS AND CONDITIONS**”.

**11.4** The “**TENANT**” agrees to respect and maintain the Industrial and Intellectual Property rights of the “**PLATFORM**” and other services, as well as the documentation and supplementary information that “**ARRIBO**” makes available to it in compliance with the provisions of these “**TERMS AND CONDITIONS**.” In particular, the “**TENANT**” agrees and undertakes not to remove, conceal, or modify any legal notices and/or reservations of proprietary rights (including copyright and trademark notices) attached to or included in the Services and/or the “**PLATFORM**.”

**11.5** The “**TENANT**” will cooperate in good faith with “**ARRIBO**” in the protection of the Industrial and Intellectual Property rights of the “**PLATFORM**” and the Services, or any other Industrial and Intellectual Property rights, and will immediately inform “**ARRIBO**” of any infringement of such rights of which the “**TENANT**” has direct or indirect knowledge. If you are aware of or reasonably suspect that the Industrial and Intellectual Property rights

of "ARRIBO" are being infringed, please contact us at the following email address: [admin@lodgerin.com](mailto:admin@lodgerin.com)

**11.6** The "TENANT" acknowledges that the reproduction, modification, distribution, commercialization, decompilation, disassembly, use of reverse engineering techniques or any other means to obtain the source code, transformation or publication of any unauthorized benchmark test results of any of the elements and utilities integrated within the "PLATFORM" are prohibited and constitute an infringement of the Industrial and Intellectual Property rights of "ARRIBO" and, consequently, agrees not to perform any of the aforementioned actions.

**11.7** "ARRIBO" may request or collect, and/or the "TENANT" may provide, written suggestions, feedback, or comments as part of the "TENANT's" use of the Services and the "PLATFORM" (hereinafter, the "Reviews"). The "TENANT" acknowledges and agrees that such "Reviews" shall be deemed the property of "ARRIBO" and that it shall exclusively own all intellectual property rights, known or future, that exist in and to the "Reviews" globally indefinitely, and shall have the right to use the "Reviews" for any purpose, commercial or otherwise, without compensation to the "Reviews" provider. In addition, "ARRIBO" reserves the right to include the "TENANT's" name and standard logo in its public customer lists, press releases, and the like.

**11.8** For the purposes of these TERMS AND CONDITIONS:

**(a)** "Industrial and Intellectual Property" includes rights over inventions, patents and utility models, Intellectual Property, trademarks, trade names, logos and any other distinctive signs, currently registered or not anywhere in the world, owned by "ARRIBO" or legitimately used by "ARRIBO", domain names, image rights, rights over business reputation or rights to sue for unfair competition, rights over designs (registered or not), rights over confidential information, trade and business secrets and any other industrial and/or intellectual property rights, registered or not, including applications and renewals and/or extensions of said rights, as well as all similar or equivalent rights or forms of protection that currently exist or that may be recognized in the future anywhere in the world; and

**(b)** "Intellectual Property" means copyright and related rights relating to any original work or creation, in any medium, tangible or intangible, in analog or digital format, including,

without limitation, (i) texts, memoirs, reports, manuals, presentations and any other written works (in any medium and through any technique or method); (ii) software (including source code, user manuals and other preparatory materials), computer programs and databases; and (iii) descriptions, training materials, diagrams, support materials, as well as the results of transformation, modification, updating, adaptation, new versions, or changes to such works or creations.

## **12. DATA PROTECTION AND CONFIDENTIALITY**

**12.1** By accepting these “TERMS AND CONDITIONS”, you must also accept the “ARRIBO” privacy policy. “ARRIBO” takes the privacy of its “TENANTS” seriously, and therefore undertakes to use the information provided by the Client in accordance with the terms contained in its [Privacy Policy](#) and in accordance with the consent granted by the “TENANT” in each case.

**12.2** Each Party represents and warrants to the other that it will comply with all of its legal obligations regarding the protection of personal data. In this regard, each Party assumes responsibility for its own breaches and undertakes to indemnify the other Party for any damages resulting from its own breaches of privacy.

**12.3** “ARRIBO” and its "subsidiaries" may use usage and analytics information, as well as some statistical and aggregated data, for the improvement and further development of the "PLATFORM" and the rest of the "ARRIBO" services. However, prior to using such data, "ARRIBO" carries out an anonymization process, converting it into aggregated, anonymous, and statistical data, such that it does not identify, nor can it make identifiable, either the "TENANT" or its users (for example, price indexes, price benchmarking services, etc.). Such data may be derived from the data of the "TENANT" and its users, combined with data from other clients.

**12.4** In order to improve the user experience on the platform, the “PLATFORM” may use services to collect information about how Users interact with it (clicks, navigation, screen time, etc.) through the tool [MICROSOFT CLARITY](#), as detailed in its [Privacy Policy](#). This information helps optimize the design, usability, and functionality of the application. The data collected are processed in aggregate and anonymous form, without personally identifying the User.

**12.5 “ARRIBO”** and the “TENANT” agree to keep the existence and content of all documentation and information provided, transmitted or disclosed reserved and confidential, regardless of the method, form or medium used (hereinafter, "Confidential Information"), and agree not to make any disclosure to third parties or public communication without the prior written authorization of the other party.

**12.6** By way of example but not limited to, Confidential Information shall be understood as information referring to data of “TENANTS”, its existence, its structure, promotion and sales plans, source and object codes of computer programs, systems, techniques, Industrial and Intellectual Property, technical and non-technical data, drawings, sketches, financial data, plans relating to new products, data relating to clients or potential Clients as well as any other information used in the business scope of “ARRIBO”.

**12.7** The obligation of confidentiality shall continue even after the termination, for any reason, of the contractual relationship between the parties.

**12.8** Failure to comply with the confidentiality obligation assumed in these “TERMS AND CONDITIONS” or the return of the Confidential Information established above, will entitle any of the parties to claim the damages that such failure may have generated according to the limits established in the following clause twelve (12), section four, on the liability of “ARRIBO”.

**12.9** The obligation of confidentiality will not apply in cases where:

(a) after having been provided as Confidential Information, it becomes publicly accessible, without in such circumstances having occurred any breach of this clause; or

(b) it was lawfully in the receiving party's possession at the time it was provided by the sending party, or was obtained by the receiving party independently and prior to its provision by the sending party; or

(c) the receiving party demonstrates that it has lawfully obtained it on an unrestricted basis from any third party who is not bound by similar confidentiality obligations to the issuing party; or

(d) that must be compulsorily provided by virtue of a legal provision or by a resolution validly issued by any competent administrative authority, court or jurisdictional body, legally empowered to compel such availability, provided that the receiving party so requested immediately notifies the issuing party of the receipt of such request, so that the issuing party can assess whether there is a possibility of circumventing it or can provide any support reasonably requested by the receiving party.

### **13. RESPONSIBILITIES**

**13.1** To the extent permitted by applicable law, “ARRIBO” provides the “PLATFORM” “as is,” “as is,” and “as available,” without any promises or warranties, express or implied, of any kind. In particular, to the extent permitted by applicable law, “ARRIBO” does not warrant or make any representations regarding the validity, accuracy, reliability, or availability of the platform or its content. Likewise, to the extent permitted by applicable law, “ARRIBO” does not guarantee or warrant that the “PLATFORM” or its content is suitable or suitable for its purpose or for a particular purpose, of satisfactory quality, non-infringing, free of defects, capable of operating uninterruptedly, free of harmful components or errors, free of viruses and malware, that the user’s use of the platform complies with current regulations, particularly regarding labor and/or social security matters, or that any information that the user transmits in connection with the platform will be transmitted successfully, accurately, or securely.

**13.2** “ARRIBO” makes the “PLATFORM” and/or its Services available to you through the mobile application 24 hours a day. However, “ARRIBO” is not responsible and disclaims any liability if internet services through the mobile application are unavailable at any time for any reason.

**13.3** Likewise, “ARRIBO” will not be responsible for (i) any alteration or loss (direct or indirect) of data and/or information that is not attributable to any breach on its part, (ii) business losses (including loss of profits, income, contracts, expected savings, data, loss of goodwill or unnecessary expenses incurred, reputational damage), or (iii) failures likely to generate slowness, low quality, lack of availability of the “PLATFORM” or other services, and even that prevent the provision of the Service in an uninterrupted manner that are beyond the control of “ARRIBO” or, (IV) indirect losses that were not reasonably foreseeable by “ARRIBO” and the “TENANT” at the time when the latter began to use the “PLATFORM” and the Services. Nor will “ARRIBO” be liable for any delay or failure to

comply with its obligations under these Terms of Use if such delay or failure is attributable to acts of God or force majeure.

**13.4** In the event of non-compliance with these “TERMS AND CONDITIONS”, the maximum aggregate liability of “ARRIBO”, also as a result of multiple damaging events, will not exceed a maximum amount equal to the total Commission paid by the “TENANT” to “ARRIBO” in the twelve (12) months prior to the damaging event (or if less than twelve (12) months have elapsed since the entry into force of these terms and conditions, twelve (12) times the last monthly payment made by the client to “ARRIBO” for the use of the “PLATFORM”). This amount, in accordance with article 1,152 of the civil code, replaces, with the express consent of the “TENANT”, any other compensation for damages. It will be the client’s responsibility to formalize adequate insurance policies to cover any damages suffered that may exceed the aforementioned maximum liability limit.

**13.5** To the extent permitted by law, “ARRIBO” is in no event liable to you or any third party for any indirect, incidental, consequential, moral, special, exemplary, punitive, or lost profits damages that impede the continuity, availability, and proper functioning of the “PLATFORM” and other services, even if “ARRIBO” has been informed of the possibility of such damages. This limitation shall apply regardless of the theory or basis of the alleged liability, whether fraud, misrepresentation, or inaccurate information, breach of contract, negligence, personal injury, product defects, infringement, or any other cause. To the extent permitted by law, this limitation and this disclaimer shall also apply to claims and/or actions that you may make and/or bring against any third party, to the extent that this may result in “ARRIBO” being obligated to indemnify said third party. You acknowledge and accept that the total liability of “ARRIBO” to you in connection with the services and/or the platform, as established in these “TERMS AND CONDITIONS”, will not in any case exceed the amount provided for in the previous clause.

**13.6** No clause and/or information, whether oral or written, shall be deemed to alter this disclaimer of warranties by “ARRIBO” in relation to the Service and/or the “PLATFORM”, or to create any type of warranty on the part of “ARRIBO”.

**13.7** Likewise, “ARRIBO” will not be responsible to the “TENANT” for any harmful event unless the “TENANT” has notified his/her claim in writing to “ARRIBO”, within a period of twenty (20) calendar days from the date on which the “TENANT” became aware of it.

**13.8 “ARRIBO”** WILL NOT BE LIABLE IN ANY CASE FOR THE CONTENT OF THE CONVERSATIONS THAT MAY OCCUR BETWEEN THE “TENANT” AND THE “LANDLORD” THROUGH THE CHAT made available to the parties through its “PLATFORM”, since “ARRIBO” acts as a mere facilitator of the communication service, having access to the conversation only:

a) As Administrator: In order to guarantee the correct use of the "PLATFORM", prevent misuse and ensure proper operational management, "ARRIBO" reserves the right to access and review conversations held between "TENANTS" and "LANDLORDS" through the channels enabled on the platform. This supervision may be carried out in the following cases, among others:

- To facilitate or verify the resolution of incidents or disputes related to reservations, accommodation conditions, or payments.
- To detect and prevent fraudulent, inappropriate, or behavior contrary to the “ARRIBO” usage policies.
- To provide operational support for administrative processes such as cancellations, reservation modifications, or information validation.

The review will be carried out solely for management, quality control, and service improvement purposes, ensuring at all times respect for user privacy and compliance with current data protection regulations.

b) As Agent: When a "LANDLORD" delegates the management of his properties to an Agent within the platform, said Agent will be able to access and maintain conversations with the "TENANTS" linked to the properties he manages.

This access is intended to facilitate daily operations for the following purposes, among others:

- Perform administrative tasks such as payment tracking, check-in/check-out coordination, incident management, and maintenance.
- Ensure the correct execution of the terms of the contract between "LANDLORD" and "TENANT".
- Provide support to the "TENANT" on behalf of the "LANDLORD", including logistical communications or clarifications regarding accommodation conditions.

- Ensure traceability and good faith in interactions, contributing to a safe and transparent rental experience.

The Agent's access to information is under the responsibility of the "LANDLORD" and with the same commitments of confidentiality, security and respect for privacy that govern "ARRIBO".

**13.8** The **"TENANTS"** assume all responsibilities and risks related to their use of the services and the "PLATFORM." If you do not wish to assume such risks and responsibilities, your sole recourse against "ARRIBO" is to stop using the "PLATFORM" and the services.

**13.9** This provision is without prejudice to cases where liability cannot be excluded or limited due to mandatory provisions of applicable law.

**13.10** Likewise, the "TENANT" who uses the "PLATFORM" agrees to indemnify, defend and hold "ARRIBO" harmless from all losses, liabilities, damages, claims (including possible legal fees, reasonable attorney and solicitor expenses and court costs), arising from or in connection with: (i) any breach or alleged breach of these "TERMS AND CONDITIONS" by the "TENANT" (ii) the violation by the "TENANT" of any Law and/or the rights of a third party that affects "ARRIBO" (iii) the failure by the "TENANT" to timely and completely install any update, upgrade or patch of any software provided by "ARRIBO" and that does not have its authorization; and (iv) claims related to the "TENANT's" data and/or claims related to any data transferred by the "TENANT" to third party applications, and that this causes damage to or for "ARRIBO".

**13.11** Additionally, failure by the "TENANT" to comply with these "TERMS AND CONDITIONS", especially with regard to a violation of the Industrial and Intellectual property rights of "ARRIBO" or any incident related to the price or payment for the use of the Platform or other services, may lead to the immediate adoption by "ARRIBO" of any other actions that may correspond to it, which may include terminating the License or any other right granted to the "TENANT", without prior notice, and without this entitling the "TENANT" to claim compensation for damages of any kind.



**13.12** The provisions of this clause shall survive the termination of the contractual relationship between the “TENANT” and “ARRIBO”.

## **14. LINKS AND RESOURCES**

**14.1** When the ARRIBO mobile application or PLATFORM contains links to other sites and resources provided by third parties, these links are provided for your information only. ARRIBO has no control or authority over the content of those sites or resources, nor does it monitor them, so these Terms and Conditions and our Privacy Policy apply solely to your use of our Services. When you use third-party products or services, their own terms and conditions and privacy policies will govern your use of those products or services. The TENANT should read their terms and conditions of use and privacy policies to understand how they collect and process their personal data and other relevant information.

**14.2** THE INCLUSION OF LINKS TO OTHER THIRD PARTY SITES AND RESOURCES DOES NOT IMPLY ANY RELATIONSHIP OR ASSOCIATION BETWEEN “ARRIBO” AND THE OWNER OF THE LINKED SITES, NOR ANY ENDORSEMENT OF SUCH SITES BY “ARRIBO”.

**14.3** CONSEQUENTLY, “ARRIBO” DOES NOT ASSUME ANY TYPE OF RESPONSIBILITY, DIRECT, INDIRECT OR SUBSIDIARY, FOR ANY DAMAGES AND/OR LOSSES THAT MAY ARISE FROM ACTS OF THIRD PARTIES SUCH AS ACCESS, MAINTENANCE, USE, QUALITY, LEGALITY, RELIABILITY AND USEFULNESS OF THE CONTENTS, INFORMATION, COMMUNICATIONS, OPINIONS, STATEMENTS, PRODUCTS AND/OR SERVICES EXISTING OR OFFERED ON THE WEBSITES.

**14.4** Likewise, if the "TENANTS" have effective knowledge that the activities carried out through these third-party websites are illegal or contravene morality and/or public order, they must immediately notify "ARRIBO" so that the access link to them can be disabled.

**14.5** “ARRIBO” reserves the right to remove from its website and the “PLATFORM” at its discretion all links to third-party sites at any time.

## **15. INTEGRATIONS AND PARTNERS**

**15.1** The “ARRIBO” Platform facilitates data exchange with third-party systems (hereinafter, “Integrations”). All such Integrations are provided under the sole responsibility of such third

parties or external providers over whom "ARRIBO" has no authority or control, regardless of whether they are billed by the third party or by "ARRIBO" directly. The scope of the services provided by these third parties and the instructions necessary to configure the integration may be provided on the "PLATFORM" and on the external provider's website.

**15.2** Third-Party Integrations do not constitute services provided by ARRIBO, nor do they constitute services over which ARRIBO has any authority to direct, control, or directly be responsible. ARRIBO merely provides technical access to such services. The scope of service, pricing, third-party privacy, the duties, obligations, and commitments of such third-party providers with respect to third parties, the timing, and any other terms of use for the provision of the Integration, including support, are based on the terms and conditions of use and privacy policies that govern the contractual relationship between TENANTS and such third-party providers.

**15.3** Specifically, for services provided by integrations that are part of regulated sectors, such as those provided by the "ARRIBO" partner, which consist of services specific to the banking sector, the "TENANT" understands that, despite contracting with said partner, "ARRIBO" remains a third party with respect to the direct contractual relationship between the Partner and the "TENANT." If the "TENANT" wishes to access their Terms and Conditions, they must visit their website or request them directly from them.

**15.5.** The "TENANT" understands that said collaborator will be directly responsible for any incident related to the provision of said services and that "ARRIBO" does not have any power of direction or control over the Collaborator's services. "ARRIBO" WILL SUPPORT THE "TENANTS" IN ALL MATTERS RELATED TO ITS PLATFORM. "ARRIBO" WILL IN NO EVENT BE RESPONSIBLE FOR PROVIDING ADVICE OR SUPPORT TO THE "TENANTS" REGARDING SERVICES PROVIDED BY THIRD PARTIES, FOR WHICH THE THIRD PARTY WILL BE EXCLUSIVELY RESPONSIBLE, AND MUST INFORM THE "TENANT" OF ITS OWN TERMS AND CONDITIONS AND SIGN WITH THE "TENANT" ALL THOSE DOCUMENTS AND/OR CONTRACTS THAT ARE NECESSARY TO REGULATE SAID RELATIONSHIP. "ARRIBO" WILL FORWARD QUERIES REGARDING THE "TENANT'S" SERVICES DIRECTLY TO THE THIRD PARTY, WHICH COMMITS TO PROVIDING A QUICK AND EFFICIENT RESPONSE TO THE "TENANT".

**15.6** The TENANT should read the Terms and Conditions of Use and Privacy Policies of third parties or external providers to understand how their personal data and other relevant information are collected and processed.

**15.7 “ARRIBO”** DOES NOT HAVE CONTROL OVER OR RESPONSIBILITY FOR THIRD PARTY INTEGRATIONS AND, ACCORDINGLY, DOES NOT ASSUME ANY RESPONSIBILITY OR WARRANTY FOR ANY THIRD PARTY INTEGRATIONS THAT TENANTS DECIDE TO CONTRACT.

**15.8** The existence of integrations does not imply any relationship or association between "ARRIBO" and the third-party owner of the system that integrates with the platform. "ARRIBO" disclaims any liability arising from the integrations, particularly regarding their accuracy, reliability, and security.

## **16. MODIFICATION OF TERMS AND CONDITIONS**

**16.1 “ARRIBO”** reserves the right to modify these "TERMS AND CONDITIONS" to adapt them to any changes or new regulations, for technical reasons, due to changes in the Services offered by "ARRIBO," or due to strategic decisions by the company. Modifications to these "TERMS AND CONDITIONS" will be published in the same form in which they appear or through any type of communication directed to the "TENANT."

**16.2** In any case, access to and use of the PLATFORM and the Services after the modifications or changes become effective constitutes acceptance of the new TERMS AND CONDITIONS. Conversely, if the TENANT does not agree with the changes to these TERMS AND CONDITIONS, they must immediately stop using the PLATFORM and the Services.

## **17. DURATION OF SERVICE**

**17.1** These “TERMS AND CONDITIONS” have an indefinite duration from their acceptance, unless a specific contract of a fixed duration has been entered into between “ARRIBO” and the “TENANT”.

**17.2** Without prejudice to the causes of termination provided for in these "TERMS AND CONDITIONS", if the agreement has an indefinite duration, the "TENANT" may, at any time

and without any cause, request the termination of the contract, by sending written communication to "ARRIBO" by email to the address [admin@lodgerin.com](mailto:admin@lodgerin.com).

## **18. CONTACT**

**18.1** The "TENANT" can contact "ARRIBO" at the address indicated above or by email at the address [admin@lodgerin.com](mailto:admin@lodgerin.com), if the device you are connecting from has a properly configured and working email program.

## **19. ACCESS TO OUR TERMS AND CONDITIONS IN OTHER LANGUAGES**

**19.1** "ARRIBO" focuses its efforts on providing the best possible service to the "TENANT." Therefore, "ARRIBO" makes these "TERMS AND CONDITIONS" available to you in different languages. "ARRIBO" does not guarantee that these "TERMS AND CONDITIONS" are available in all languages or in a specific language that the "TENANT" may require.

**19.2** To access our "TERMS AND CONDITIONS" in other languages, the "TENANT" must change the language settings from "ARRIBO" website. If our Terms of Use are not available in the language you select, the "TENANT" must contact "ARRIBO" at the address [admin@lodgerin.com](mailto:admin@lodgerin.com).

## **20. ASSIGNMENT OF THESE TERMS AND CONDITIONS**

**20.1** "ARRIBO" may assign, in whole or in part, its rights and obligations under these "Terms and Conditions" to any of its Subsidiaries, at any time and without the need for the consent of the "TENANT".

**20.2** The assignment of any rights and obligations arising from these "Terms and Conditions" by the "TENANT" will authorize "ARRIBO", at its discretion, to terminate these "Terms and Conditions" immediately and without prior notice and to end the "TENANT's" access to the "PLATFORM" without the "TENANT" having the right to claim compensation for damages for this reason.

## **21. JURISDICTION AND APPLICABLE LEGISLATION**

**21.1** These "Terms and Conditions" shall be governed by and construed in accordance with the common law provisions of Spanish law.

**21.2** For any issues that may arise from the interpretation, compliance and execution of these "Terms and Conditions", the "TENANT" and "ARRIBO" submit to the jurisdiction and competence of the Courts and Tribunals of the region where the "TENANT" resides. Notwithstanding the foregoing, prior to filing legal action before the Courts and Tribunals, both parties will make their best efforts for a maximum period of fifteen (15) business days to reach an amicable solution to the controversy. If after the aforementioned period the dispute persists, "ARRIBO" and/or the "TENANT" will be free to assert their rights before the Courts and Tribunals that correspond in each case.

## **22. MISCELLANEOUS**

**22.1 Waiver of rights.** The failure of "ARRIBO" to enforce at any time any of the provisions of these "TERMS AND CONDITIONS", or the fact that "ARRIBO" does not require at any time the fulfillment of any of the provisions of these "TERMS AND CONDITIONS" will not be interpreted in any event as a present or future waiver of said provisions, nor will it affect in any way the right of "ARRIBO" to enforce said provision later. The failure of "ARRIBO" to exercise any right will not imply a waiver of said right. The express waiver of "ARRIBO" of any provision, condition or requirement of these "TERMS AND CONDITIONS" will not constitute a waiver of any future obligation to comply with said provision, condition or requirement.

**22.2 Money laundering.** In compliance with Spanish regulations on the prevention of money laundering (L.10/2010, RD 304/2014), "ARRIBO" must provide documentation proving the "TENANT's" identity. The "TENANT" undertakes to provide the supporting documentation that "ARRIBO" requires for these purposes, guaranteeing the validity, accuracy, completeness, and reliability of the information, data, and documents made available to "ARRIBO," even if they come from third parties.

### **22.3 Sole Agreement.**

These "TERMS AND CONDITIONS" and, where applicable, their successive modifications form a single legal body, which is the only valid agreement between "ARRIBO" and the "TENANT", therefore, any agreement, contract, commitment, preliminary treatment or

communication, oral or written, prior to these “TERMS AND CONDITIONS” that is not expressly contemplated in them is annulled and void.

**22.4** If, by a court order, decision or binding order of any authority or otherwise, any non-essential provision of these "TERMS AND CONDITIONS" is declared invalid or ineffective, in whole or in part, such invalidity or ineffectiveness shall not extend to the remaining provisions set forth herein, which shall remain in force and continue to be fully effective. "ARRIBO" and the "TENANT" agree to replace any clause that becomes invalid or ineffective with another valid and effective one, seeking to make the effect of the latter as similar as possible to that of the former.

**22.5** The headings of each provision of these “TERMS AND CONDITIONS” are for reference purposes only and do not affect the meaning and/or interpretation of the “TERMS AND CONDITIONS”

**22.6 Countries where the “PLATFORM” is currently available:**

This PLATFORM operates globally and is subject to the laws of the jurisdictions in which it operates and where its users are located, except in those countries where its use is prohibited by local law or for technical/commercial reasons. ARRIBO reserves the right to restrict access from certain territories. We strive to comply with all applicable laws.