

1. Purpose

These Terms and Conditions regulate the Digital Presence Optimizer service (the “Service or DPO”) provided by Beedigital AI, S.A.U. (“Beedigital”) to the Customer, in accordance with the terms and conditions set out herein and subject to Beedigital’s Standard Terms of Contract, which are available at <https://www.beedigital.es/condiciones/contratacion>.

Subject to the terms hereof, Beedigital grants the Customer a limited, non-exclusive, non-transferable, and revocable licence to access and use Beedigital's Software as a Service platform (Beesible), through which the Service is delivered, within a single self-service management environment.

2. The Parties: Service Provider and Customer

2.1 Service provider

Beedigital is presently active in the commercial exploitation of various advertising platforms and media which it either owns or is licensed to exploit. This is in addition to (and notwithstanding) any other activities it may carry out now or in the future, either directly or indirectly through its subsidiaries or affiliated companies. Beedigital also provides marketing and advertising services via digital, telephone, and offline channels.

The company's identifying data are as follows:

- Company name: Beedigital AI S.A., Sociedad Unipersonal
- Registered address: Avenida de Isla Graciosa, 7, planta 2 - 28703 - San Sebastián de los Reyes, Madrid (Spain)
- E-mail address: clientes@beedigital.es
- Registration details in the Business and Trade Registry of Madrid: Volume 22408, Folio 1, Section 8, Page Number M-400263, Entry 1.
- Tax Identification Number: A-84619485.

2.2 Customer

For the purposes of these Terms and Conditions, "Customer" refers to the cardholder - either a natural person acting in a professional capacity or a legal entity - who is the named holder of a Mastercard Business credit card issued by a qualifying issuer and Mastercard licensee in certain countries across Latin America and the Caribbean (refer to the list attached as Annex I for further details).

The following products are eligible for the DPO service:

- i. Mastercard Business Credit (MCB)
- ii. Mastercard Executive Business Card (MEB)
- iii. Mastercard Business Black/World Elite Mastercard for Business (MAB)

Any reference to the "Customer" throughout this document is deemed to relate exclusively to the aforementioned cardholder, in their capacity as beneficiary of the Services, notwithstanding the fact that the operational use of the Services may be delegated, as applicable, subject to the provisions set out herein.

For the purposes of these Terms and Conditions, a person will only qualify as a Customer if they meet the above criteria and successfully complete the validation process conducted by Beedigital and Mastercard, which determines whether the relevant credit card is eligible for access to the Services described herein. Only the identifier linked to the credit card will be shared with the database in order to identify qualifying cardholders and determine eligibility for the Services.

3. Access to and activation of the service

Access to DPO will be granted upon activation of the service by the Customer.

To activate the Service, Beedigital grants the Customer a licence to access and use Beedigital's SaaS platform (Beesible), through which the Service is delivered, within an independent self-service management environment.

The Customer will need to provide an e-mail address and create a password to register on the Beesible platform. Once registration is complete, Beedigital and Mastercard will verify whether the Customer is eligible to be a valid beneficiary of the Services. As soon as eligibility is confirmed, the Customer will need to provide information about their business or commercial activity. The Service will then be considered activated.

4. Use of the service

Activating the DPO service entitles the Customer to use all available features, as detailed in Annex 2. Even if the Customer does not access the DPO service or actively use any of its features, the Service is, to all intents and purposes, deemed to be available to the Customer from the point of activation. This will not affect the validity.

5. Duration of service and conditions

The Customer will have free access to the DPO service for a period of twelve (12) months commencing on the date of activation, provided that they continue to qualify as a beneficiary according to Mastercard's eligibility criteria, maintain an active credit card, and comply with the requirements imposed by the relevant card-issuing entity.

At the end of this twelve-month period, or if the Customer no longer qualifies as a beneficiary, access to the Service will be subject to Beedigital's standard terms and charges in force at that time. They will be notified to the Customer with appropriate notice.

6. Territorial scope

The Services described in these Terms and Conditions are delivered virtually and may be accessed by the Customer from anywhere in the world.

However, the Services will be managed exclusively via the Beesible SaaS platform in the country where the associated credit card is issued, in due accordance with the operational, commercial, or legal conditions in force in that territory (the "Territory").

As such, the Services will be tailored to the card's country of issuance. This means that they will not be adapted or extended to comply with the rules, service providers, or circumstances of any other country, even if the Customer is physically located outside the Territory when using the Service.

7. Upselling of functionalities

Beedigital may contact the Customer to offer additional manageable services.

8. Modifications to the service

Beedigital may, without prior notice, modify the DPO service or the Beesible SaaS platform by introducing technological improvements, operational adjustments, design changes, or additional integrations, provided that such changes do not fundamentally alter the nature of the Service. These modifications will not entitle the Customer to any compensation; nor will they amount to a material variation to the subject matter of the agreement.

9. Cancellation of the service

a) By the Customer: The Customer may cancel the DPO service at any time via the Beesible SaaS platform, according to the procedure described in the Plan and Billing section. Cancellation will take effect at the end of the current billing period or immediately, if there are no outstanding charges. The Customer will not be penalised for exercising this right, provided that at least 30 business days' notice is given.

(b) By Beedigital: Beedigital may cancel the service if the Customer no longer meets eligibility criteria, by providing at least 7 business days' notice, unless the stated reason is supervening by nature or beyond Beedigital's control, in which case Beedigital will inform the Customer as soon as possible.

c) By the bank (Mastercard benefit): If the issuing bank decides to withdraw the benefit, the Customer will be given reasonable notice of the decision by the bank.

10. Data protection

The processing of personal data arising from the use of the DPO service will be governed by the provisions of this clause, the DPO privacy policy, and, in all cases, in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR); and in accordance with Spanish Organic Act 3/2018 of 5 December, on personal data protection and guarantee of digital rights (LOPDGDD).

In relation to information managed through the DPO service:

- Beedigital will act as Data Controller in respect of the Customer's personal data which are required for the administration of the agreement and the provision of the DPO service.
- The Customer will be the Data Controller in respect of any personal data that it uploads to, or otherwise processes, via the DPO service. As such, the Customer undertakes to obtain the relevant authorisations and to comply with applicable privacy regulations.

Beedigital may access the Customer's personal data exclusively to provide the contracted service, carry out support and maintenance, and upgrade the system. Beedigital will implement appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of the data.

For further information on how the user data are processed, please refer to the Privacy Policy available at: <https://app.beedigital.es/privacy-policy>

11. Additional clauses applicable to the DPO Service

11.1. Right of use and restrictions

Beedigital grants the Customer a limited, non-exclusive, non-transferable, and revocable licence to access and use the DPO service in accordance with the terms of the agreement. The Customer may not sub-license, lease, copy, modify, decompile, or use the service except as expressly permitted, namely in the management of the Customer's business through the use of features offered by the service.

Any breach of the restrictions set out in this clause will entitle Beedigital to immediately suspend the Customer's access to the service.

11.2. Limitation of warranty and liability

Beedigital will provide the service on an as is" basis, without any warranties - express or implied - as to suitability, accuracy, availability or fitness for a particular purpose, without prejudice to any legally enforceable liability for wilful misconduct or gross negligence. Beedigital will not be liable for any consequential damage, lost profits, lost data, or lost opportunities arising from the use of the DPO service. The Customer remains solely responsible for the proper use of the DPO service and for the integrity of their personal data.

11.3. Security and access

The Customer is solely responsible for the use and safekeeping of DPO access credentials, including those issued to Authorised Users. Any action taken using those credentials is deemed to have been authorised by, and is therefore binding on, the Customer. Beedigital may revoke or restrict access in the event of misuse, a suspected security breach, or breach of contract.

12. Order of Prevalence

If any conflict or inconsistency is found in contractual documents, the following order of precedence will apply:

1. These DPO Service Terms and Conditions
2. Beedigital's Standard Terms of Contract.

13. Customer support channels

The Customer will have access to three (3) support channels for submitting requests, complaints, or claims. Support is available in the Customer's local language (Spanish, Brazilian Portuguese, and English), regardless of geographical location:

- Self-service help centre: the Customer will find immediate solutions to the most common queries. Support is available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.
- Support request form available on the Beesible SaaS platform: the Customer can submit queries according to the category of assistance they require and the

service they have contracted. Queries will be answered within 8 working hours (local time) from Monday to Friday.

- E-mail support: this service is available for queries covered by the support request form and any other matters not specifically included in that service. Queries will be answered within 8 working hours (local time) from Monday to Friday.

14. Requests, complaints, and claims

The Customer may submit requests, complaints, and claims relating to the DPO service via the contact form available on the Beesible SaaS platform, or by e-mail.

For requests, complaints, and claims submitted via the Beesible SaaS platform, the Customer must select the appropriate category:

- Use of Platform
- Claims or complaints
- Suggestions for improvement
- Technical issues
- Other

The customer will then be prompted to provide details.

As for e-mail queries, the request must be submitted by the Customer or an authorised representative and include the following information:

- Name and surname of the person submitting the request, complaint, or claim
- Contact address
- Identification document number
- E-mail address
- Detailed description of the request, complaint, or claim
- Any supporting document considered important for the purpose of resolving the request, complaint, or claim

Every submitted query will be assessed individually on the basis of the information provided, any supporting documentation, the records of the Customer's interaction with the service, and any other available traceability features. Queries will be answered within the periods described in point (13).

15. Beedigital's duties and responsibilities

- Beedigital undertakes to: provide the Services and deliver the products in accordance with the terms and conditions set out herein; and ensure that the quality standards and timescale agreed between the parties are met.
- Provide full, accurate, clear, and appropriate information about the Services, so that the Customer is able to make informed decisions and optimise the digital presence of their business.

- Address Customer complaints or claims in a timely and effective manner, so that a satisfactory outcome is achieved.
- Treat all Customer information in confidence, except where disclosure is required by law or authorised in advance by the Customer.
- Comply with all applicable laws, regulations, and industry codes of practice in the provision of the Services.

16. Customer's duties and responsibilities

- The Customer undertakes to: read and understand the Terms and Conditions before requesting activation of the DPO service; and to ensure that they agree with the terms and conditions set out herein.
- Review the specific terms of each individual Service covered by these Terms and Conditions, including the scope, duration of service, and any additional requirements, before taking any action.
- Act in good faith when requesting and using the Services, comply with the agreed terms and conditions, and cooperate with Beedigital to ensure that the Services are delivered correctly.
- Supply any information or resources required for the proper implementation of the Services.
- Promptly notify Beedigital of any incident, error, or issue detected in the delivery of the Services, so that it can be resolved in a timely manner.

17. Glossary

Notwithstanding any definitions appearing in previous sections, the following terms used throughout this document will have the meanings set out below:

Activation: The moment when the cardholder first accesses the Beesible SaaS platform; registration is completed; possession of an eligible credit card is confirmed; and business details are added once validity is confirmed.

Territorial Scope or Territory: The specific territorial area in which the Services are provided.

Terms and Conditions: This document, which sets out the scope, terms, conditions, and requirements governing the provision of the Services.

Services: The services provided in accordance with the terms and conditions set out in this document.

Term The period during which the cardholder is entitled to receive the Services set out in these Terms and Conditions.

ANNEX 1

Countries where the DPO digital benefit applies:

- Argentina

- Aruba
- Bahamas
- Barbados
- Belize
- Bermuda
- Bolivia
- Brazil
- Cayman Islands
- Chile
- Colombia
- Costa Rica
- Curacao
- Dominica
- Dominican Republic
- Ecuador
- Guatemala
- Guyana
- Haiti
- Honduras
- Jamaica
- Mexico
- Nicaragua
- Panama
- Paraguay
- Peru
- Salvador
- St Lucia
- Suriname
- Trinidad & Tobago
- Turks & Caicos
- Uruguay

- Virgin Islands, British

ANNEX 2

The Customer will have access to the DPO service via the Beesible SaaS platform. From this interface, the Customer can centrally manage their business information and digital presence across Google and the major online platforms, search engines, maps, and digital services.

The service includes the following features, accessible from the platform:

Creation and/or synchronisation of Google Business Profile

DPO includes a guided assistant that allows the Customer to create and/or synchronise a Google Business Profile in accordance with Google's official procedures.

Throughout this process, DPO - DIGITAL PRESENCE OPTIMIZER BY BEEDIGITAL will not have access to the Customer's personal account credentials.

Once synchronisation is complete, the Customer will be able to manage the profile from the Beesible SaaS platform.

Automatic enhancement of business information

DPO will enhance and automatically update the Customer's core business data on a network of up to fifty (50) platforms, search engines, and digital services where active technology integrations are available, including but not limited to:

Google, Bing, Foursquare, Apple Maps, Waze, TomTom, as well as voice assistants and artificial intelligence (OpenAI, Alexa, Siri, etc.).

Enhancement ensures that business information (name, address, telephone, opening hours, category, description and other attributes) is published and kept up to date consistently across all connected platforms.

Management of published information

The Customer can edit publicly accessible business information (business name, address, telephone, opening hours, category, description, photographs, services, etc.) directly from the Platform.

Changes will be automatically synchronised across connected platforms, subject to the technical cycles of each external provider.

Review management

The DPO service includes comprehensive tools for managing the reviews of the Customer's business in Google Business Profile, namely:

- a. Monitoring and replying to reviews from the Platform.
- b. AI-generated automatic response templates.
- c. Configurable e-mail notifications, which the Customer may customise according to the type of reviews received:
 - 1- or 2-star reviews.

- 3-star reviews.
- 4- or 5-star reviews.

d. Sending review requests via supported channels, such as WhatsApp.

The Customer retains complete control and oversight over all responses and content published.

Publications or posts

The Customer may publish posts (text and images) on the Google Business Profile directly through the Platform.

All posts are manually created by the Customer and remain subject to Google's content and validation policies.

Statistics and analytics

DPO provides a dashboard displaying visibility and engagement metrics, including, but not limited to:

- Number of views of the business profile on Google and Google Maps.
- Number of engagements (clicks, calls, direction requests, or website visits).
- Historical profile performance trends.

Statistical information will be updated according to the availability of data provided by integrated third-party services.

AI-powered assistance

The service includes an integrated artificial intelligence assistant within the Beesible SaaS platform. It offers contextual guidance to help the Customer use the contracted features.

Customer support and assistance shall be governed by the provisions of the "Customer Support Channels" clause set out in the Standard Terms and Conditions, to which this Annex expressly refers.