

# GOIN GENERAL TERMS & CONDITIONS

## 1. Legal information and parties

These terms and conditions (“**T&C**”) govern the access and use of the services offered through the Goin app, which Prakma Innovation, S.L.U. (hereinafter, "[Prakma](#)") makes available to you, once you have completed the registration process and we have validated your user account. Therefore, the purpose of these T&C is to provide information on savings, investment, cryptocurrency trading services and any other products and services offered by [Prakma](#) and/or our partners of the financial sector through the Goin app (hereinafter, "**Services**").

By downloading, registering on and using the Goin app, you acquire the status of User. The use of the Goin app implies that you accept all the conditions included in the text of these T&C, our [Privacy Policy](#) and the rest of the particular conditions, both our own and those of third parties, applicable to the Services that, where appropriate, replace, complete and/or modify these T&C and that appear linked to this text via the corresponding hypertext links (together, the “**Legal Texts**”). As a User of the Goin app, you hereby acknowledge that you are of legal age with sufficient capacity to acquire the obligations derived from your actions, in addition to having read, understood and accepted the content of the Legal Texts. We inform you that the legal texts may undergo modifications without prior notice, although in the event that this happens, we will inform you of these changes the next time you open the Goin app so that you can review them and accept the new Legal Texts.

Prakma reserves the right to modify, at any time, the Legal Texts, communicating individually and at least thirty (30) days in advance of the effective date of the proposed modification (hereinafter, "Effective Date"). In this sense, the new Legal Texts are considered accepted by the User if after thirty (30) days from the communication of the change, the User has not canceled the Service. It will be understood that you accept the modifications proposed by Prakma, applying them from the Effective Date, unless a different effective date is specified in the corresponding modification.

## 2. Registering on the Goin app and security of your account

The procurement of the Services provided and products offered through the Goin app requires prior registration and the creation of a personal user account. To do so, we will ask you to

provide us with some personal information about your identity, contact information and to link your bank account's online access codes and card to your Goin account. Basically, this information is essential in order to use the Goin app, guarantee the security of your money and your user account, and allow us to comply with regulatory obligations. You can obtain more information about the processing of your personal data in our [Privacy Policy](#).

In any case, the bank passwords for accessing your online account are read-only and under no circumstances can [Prakma](#) carry out any type of movement or operation without you having previously ordered us to do so expressly through the Goin app Services. [Prakma](#) will not be liable in any case for any incident that may arise from the theft or seizure by third parties of the banking information provided by Users.

When registering, you agree to provide accurate information during the registration process, abstaining from and assuming any responsibility for the damages that may be generated as a result of providing any false or inaccurate information, data from third parties without their authorisation or carrying out any type of activity that may be considered fraudulent or creating confusion or intentionally impeding the proper functioning of the Goin app. [Prakma](#) reserves the right to cancel your Goin account at its sole discretion, when it has evidence of an illegal, fraudulent or harmful use of your Goin account that endangers the correct functioning and security of the Goin app, its Users or any third-party.

Your personal account will be linked to your phone number and the password that you have chosen during the registration process, which you will have to enter each time you access the Goin app, for security reasons, as a means of user identification and authentication in the system. We inform you that this password will be stored in the local memory of your device, so [Prakma](#) does not keep or have access to the password selected by Users. Consequently, it is your duty to maintain the confidentiality and safeguard said password with due diligence and you will be responsible for any access or use of your Goin account by unauthorized third parties, with full indemnity for [Prakma](#).

If you do not remember your login password for accessing your account, you will have to contact [Prakma](#) ([contact@goin.app](mailto:contact@goin.app)), providing a copy of your ID, along with your phone number and an email associated with your account in the Goin app. Once we have verified your information, we will contact you to give you the necessary instructions to reset your password and reactivate the session. Should you suspect theft or use of your password by third parties, or

if you have lost or changed your mobile phone number, contact [Prakma](#) as soon as possible through the email address [contact@goin.app](mailto:contact@goin.app) to manage this incident. To do this, we will ask you for information to prove that you are the owner of the account, either by showing an invoice, a bank statement or any other document that ensures you are the owner of the mobile phone number or any other information that we consider relevant.

### **3. Description and conditions of use of the Services**

Goin is an app for mobile devices and/or tablets that allows you to save and add money automatically, obtain rewards for your day-to-day shopping and invest easily without the need for prior knowledge. The app is free-to-use up to certain limits and with the exception of small commissions for specific Services that we will inform you of through the Goin app, which allows us to maintain and continue to improve our Service. For more information on these conditions, see section Plans and Fees below.

By registering on the Goin app, the user will become the owner of a virtual payment account in which their money generated through the savings methods and through investment Services will be deposited. A virtual payment account is understood to be that software which is used to store, receive and send money, which is supported by a bank account and the purpose of which is to make payments to third parties.

Virtual payment accounts safeguard the funds received from your bank account for future payment operations, including the services detailed in the upcoming sections; and are created through Easy Payment and Finance, EP, S.A.U. (hereinafter, the "**Payment Service Provider**"), with registered offices at C/ Alonso Heredia, 2, 28028, Madrid, registered in the Commercial Registry of Madrid, Volume 27111, Folio 157, Section 8, Page M- 488476. The Payment Service Provider is an entity authorized by the Bank of Spain and is registered in the Official Register of Payment Institutions of the Bank of Spain under number 6849.

The money transferred to your virtual payment account in the Goin app will be accessible to you at all times. We inform you that, for reasons beyond the control of [Prakma](#), the arrival of money from your bank account to your virtual wallet in the Goin app may take up to 72 business hours. In the event that [Prakma](#) detects signs of fraud or money laundering, the delay may be extended up to 15 business days.

Some of the personal information (name and first letter of your surname) and activity in the application (date of creation of the Goin account, changes in the status of your savings goals and the name of the methods that are activated) will be predetermined as public and can be seen by any Goin user who is logged in. Said privacy settings may be modified at any time from the privacy section in your Goin account settings.

Below is a description of the Services we offer through the Goin app, so that you can make your decisions with sufficient information on how to manage your money before procuring any of the Services. We recommend reading our [Privacy Policy](#) to find out what data we need in order to provide these Services and how we use it. However, you can complete this information with the details that we publish in the Goin app and contact [Prakma](#) through the means of contact that we put at your disposal.

**SAVING METHODS:** The Goin app lets you set up saving goals and saving methods (like the ones detailed below) in order to transfer money from your bank to the Goin app and accumulate it there. Your account may be subject to method-specific or overall limits depending on your plan. For more information on these conditions, see section Plans and Fees below.

- a. **Round-up:** By activating this savings method, each time an expense is reflected in your bank account, such as a purchase or a direct debit, the type of rounding you have selected will be applied to this amount. Thus, we will withdraw those cents of difference from your bank account that we will then add to your savings account in the Goin app to increase your savings.
- b. **Retention:** When you activate this method, we will automatically transfer a % of each deposit you receive in your bank account to your Goin app savings account. Select the percentage of your deposits that you want to save and we will transfer it to your Goin account automatically.
- c. **Auto top-up:** If you want to constantly increase your savings, activate this method and you will be able to select how much money you want to save each day, each week or each month. This way, you decide when and how much you want to save.
- d. **Wake up & save:** With this method you can educate your habits of waking up on time. You can choose the amount you want to save when you wake up on time

(rewarding you for the good habit) or when you don't wake up on time (as a penalty for the bad habit). You'll then be able to choose the alarm time and days of the week to which you want to apply the method.

- e. **Top-up:** You can always make manual contributions to your Goin account by accessing the Transfer screen from the Home section of the Goin app, selecting the amount and the account to which you want to allocate them.

To activate these savings methods, in your Goin account you must activate (i) a bank account to allow us to view the movements of your bank account, apply the automatic savings methods to said movements and verify your identity so that no one can withdraw your money in another bank account; and (ii) a bank card to transfer your savings from your bank account to your Goin account.

[Prakma](#) will check that the bank credentials are accurate and that it is possible to consult your account, in which case the registration will be considered valid. We would like to remind you that the bank passwords you provide are read-only, making it impossible for [Prakma](#) to carry out any type of transaction or transfer without your authorisation.

All of your generated savings will be transferred to your Goin account once a day. You can withdraw these savings through SEPA transfers to your bank account at any time by accessing the Transfer screen from the Home section of the Goin app, selecting the amount and the account from which you want to withdraw your savings.

**SENDING MONEY TO USERS:** From the transfer menu in the Goin app, you can send money to other Goin users. The money transfer is designed to facilitate payments of small amounts between trusted contacts and not to carry out transactions for commercial purposes.

All operations will be subject to rigorous fraud and money laundering prevention controls. In the event an improper use of this feature is identified, [Prakma](#) reserves the right to block any action and even close an account.

Your account may be subject to transfer limits depending on your plan. For more information on these conditions, see section Plans and Fees below.

**INVESTMENT METHODS:** The Goin app offers different investment Services that are detailed below. We inform you that [Prakma](#) does not have its own license to provide consulting or

intermediation services in matters of financial investment and that the Services offered related to financial products under the supervision of the Spanish National Securities Market Commission (CNMV) will be provided through different partners that have the required licenses or authorisation, as the case may be.

In order to procure the investment Services, we need to validate your identification to comply with the KYC (Know Your Customer) regulations and with other regulatory obligations, for which we require that you provide us with a valid identity document and that you have synchronized your bank account and debit/credit card that has been previously validated by [Prakma](#) in order to add the money you want to invest to the investment method of your interest. You can transfer it from your savings account for any of your goals or with a direct debit to your card, in accordance with our [Privacy Policy](#).

The investment methods that we put at your disposal are the following:

- a. Trading of cryptocurrencies:** Cryptocurrencies are virtual currencies that can be exchanged and traded like any other traditional currency, but they are not regulated, so they are outside the control of governments and financial institutions and are not guaranteed in any way by Prakma or by third parties.

For the cryptocurrency service, we work with the cryptocurrency trading platform, Bitstamp Europe SA, an authorized and regulated company in Luxembourg that offers the cryptocurrency exchange platform services used in the Goin app. Through the "Crypto" section of the Goin app, we offer Bitstamp prices in real time and we calculate a Volume-Weighted Average Price (VWAP) considering the volatility and volume of the market, you will be able to follow the evolution of the value of cryptocurrencies in real time.

The request to buy or sell cryptocurrencies in the Goin app will be considered and treated as an instruction given by you to the Goin app to carry out the transaction on your behalf. When requesting the purchase of cryptocurrencies and if it is carried out successfully, you will have the right to the financial value of the cryptocurrencies that we have bought for you and therefore you can freely decide when you instruct us to sell them and how much.

These transactions are subject to minimum/maximum amounts of operation and fees depending on your plan. For more information on these conditions, see section Plans and Fees below.

These activities are performed through Goin's platform, with an account on Bitstamp held by Easy Payment and Finance, EP, which means that access to this service is subject to the acceptance of the Bitstamp Terms and Conditions and [Bitstamp's Privacy Policy](#), available in the Goin app for your consultation at all times. Those terms will prevail in authority if any discrepancy or conflict is found with the General T&C.

- b. Deposits on Decentralized Protocols:** The definitions, terms and conditions of this service are explained in detail in the [General Terms and Conditions of the Savings Accelerator](#).

**Note:** *Investing in crypto assets is not regulated, may not be suitable for retail investors and the entire amount invested may be lost. It is important to read and understand the risks of this investment which are fully explained [here](#).*

**REWARD METHODS:** [Prakma](#) runs multiple reward mechanisms for their users, both through the Goin app as well as through promotional campaigns on different communication channels. The duration of these mechanisms and promotions as well as their conditions are indefinite until [Prakma](#) decides otherwise. [Prakma](#) reserves the right to:

- Grant rewards in monetary value or virtual points format, as well as to modify the amounts of such rewards at any time and without prior notice.
- Establish or modify withdrawal conditions and/or restrictions for such rewards without prior notice. If existent, those conditions and/or restrictions will be communicated in the Goin app or through the relevant means of communication (email, push notification, in-app message or social networks).
- Establish or modify expiration timeframes or conditions for such rewards. Any change must be communicated with at least 30 days notice in the Goin app and/or through the relevant means of communication (email, push notification, in-app message or social networks). Expired rewards will be returned to [Prakma](#).
- Withdraw or not deliver rewards to the User in the event that [Prakma](#) detects any form of fraudulent use of the Goin app or any of the rewards mechanisms and promotions.

Fraudulent use is understood to be any way or method of referring to other Users who are not really humans (bots), Users with false identities or if the data entered is false.

Some more specific conditions for the different mechanisms can be seen below:

- a. Promotions and Contests:** For the proper management of these campaigns and to prevent fraud, [Prakma](#) will keep the necessary information to identify the number of accounts that are being added or any other piece of data necessary for such verification, even when Users unsubscribe from the Service and for the amount of time deemed appropriate in terms of fraud prevention. If you wish to participate in the contests and promotions, you must meet the conditions and read and accept the special terms and conditions of each particular campaign.
  
- b. Referrals** [Prakma](#) will reward you for each new User who is referred by you and who registers on the Goin app (a new Goin app User is understood to be someone who registers for the first time with a new personal unique identifier). We will also reward the person you invite, as long as both you and the invited person meet the following conditions:
  - Installation of the Goin app
  - Completed profile and registration information
  - Personal invitation code entered
  - Both of you must have achieved your first 3 euros of savings through the round-up saving method offered in the Goin app.

The rewards for referrals of new Users are subject to limitations and expiration timelines depending on your plan. For more information on these conditions, see section Plans and Fees below.

- c. Cashback:** Thanks to the collaboration with our partners, we have entered into agreements with multiple merchants to offer you rewards in the form of a reimbursement when you buy from their establishments and/or purchase any of their products and services.

The rewards may be presented as absolute amounts or a percentage of the purchase amount and will be transferred to your rewards account in the Goin app once validated.

The conditions, refund times and their amount are subject to the individual agreements and offers between [Prakma](#), our partners and their commercial collaborators, and as such we cannot guarantee a specific amount or repayment term, nor that the offers of our commercial partners will be available at all times. The application has two types of Cashbacks:

- **Cashback through link** will only be applied if the purchase occurs after accessing the merchant with the login button and the last cookie in the browser is that of our cashback partner. The cashback amount is generated on the price paid, minus VAT, taxes, duties, fees or shipping costs. No cashback will be applied and no claims will be accepted: (1) if a discount code, coupon and/or promotion not offered by Goin is used (2) if the items were in the cart before accessing the merchant via the button, (3) if cash on delivery, installment payments, financing, in-store payments, transfer or Bizum are used or (4) if 21 days have already passed since the date of purchase.
- **Automatic cashback:** We do not want you to miss the opportunity to save on these purchases, so when you connect your bank account to the Goin app, we will automatically activate this method, so that when you make a purchase from one of our partners, we are able to validate the purchase and transfer the stipulated reward. Automatic cashback will only be applied when the offer is visible in your app regardless of the start and end date of the offer, and as long as the purchase is detected through automatic bank synchronization. Only debit card purchases are valid (Apple Pay, Google Pay, PayPal or similar may not be valid) and that clearly contain the name of the merchant in the concept of the transaction. Claims will not be accepted if 21 days have passed since the date of purchase.

In addition, depending on the case, some partners require an accumulation of purchases made with your card connected to the Goin app in order to benefit from the cashback method. Therefore, if you have not managed to accumulate the aforementioned purchases, you cannot unlock the amount of cashback you are entitled to. On the other hand, if for any reason, one of the partners applying the cumulative method decides to terminate the collaboration with [Prakma](#), you will be notified within a reasonable period of

time. In the event that this period expires and you have not been able to accumulate enough purchases, the corresponding cashback will not be applied.

If for any technical reason or bank connection failure, we are unable to detect a cashback, Prakma reserves the right to manually apply or not apply the relevant cashback once the purchase has been detected, as the case may be. You can obtain more information by consulting our [Privacy Policy](#). You can also unsubscribe from this service by contacting [Prakma](#).

Unused rewards generated via Cashback are subject to expiration timelines depending on your plan. For more information on these conditions, see section Plans and Fees below.

- d. **Save by playing:** On different days we might publish a raffle in the Goin app in which you can participate by correctly answering a question. Each of the possible answers is linked to a top-up amount that we will transfer to your savings account in the Goin app based on the answer you have selected. The winners of the raffles will be published in the Goin app and on our social networks and we will transfer the prize to their Goin account.

**PLANS AND FEES:** The use of Goin benefits are free of charge on most of its functionalities, up to certain limits and with the exemption of certain transactions. Every transactional fee or non-free functionalities will always be disclosed in the app before you're able to execute such transactions or access such functionalities. Different plans of the app will grant access to different general conditions as explained below:

**a. Goin Standard:**

- i. **Account Opening:** Free of charge
- ii. **General Plan Conditions**

- 1. **Plan Fee:** The use of the service is free of charges as long as the User remains active. In this sense, Users may be subject to inactivity fees when there has been no activity for a period of three months or more (hereinafter, "Inactivity Period"). An active account is one that has made

proactive monetary transactions of any value (adding, sending or withdrawing money), in-app purchases of any value (product marketplace or gift cards), has received rewards equal to or above 1€, or maintained investment balances equal to or above 1€ (Cryptocurrencies). The inactivity fee will be applied monthly, will not exceed €3 per month and will only be applied to accounts that are inactive for the full period that the account has been inactive. Even so, Prakma will never apply the inactivity fee leaving the account with a negative balance.

2. **Renewals:** Not applicable
3. **Cancellation:** You may cancel your User account and profile at any time through the Settings section of the Goin app or through our Customer Support channels. For general account cancellation, see Section 4. Cancellation of the service and right of cancellation, below.
4. **Refunds:** Not applicable

iii. **Functionality Fees and Limits:**

1. **Savings:**
  - a. SEPA transfers done from your bank directly to your Goin account, as well as any money coming through automatic saving methods, are free of charge.
  - b. Manual top-ups done from your debit/credit card are free of charge up to 300€ monthly<sup>1</sup>. Any amount that exceeds this stipulated value may be subject to a fee that will be visible in the app before completing a top-up transaction.
  - c. Directed top-ups (for Gift card purchases, product marketplace purchases, or crypto investments) are always free of charge but will count towards the free-top-up threshold of the previous point.
2. **Saving Goals:** Users are able to create up to 2 saving goals besides their generic Cash account.
3. **Withdrawals:** Standard SEPA withdrawals are always free. Instant SEPA withdrawal transfers are subject to availability depending on certain banks. The app will inform beforehand if this type of withdrawal is available before executing the transfer. Users are granted one free Instant SEPA transfer after creating their account for the first time, any further

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<sup>1</sup> Note that Directed top-ups -section (c)- add up to this threshold even if not generating fees themselves.

Instant SEPA transfers might have a fixed and/or variable cost that will always be displayed before a transaction gets executed. All operations will be subject to rigorous fraud and money laundering prevention controls.

4. **Crypto Operations:** The minimum amount for buying cryptocurrencies is €30 and the minimum sale amount is €21; these amounts can be modified at any time. Prakma applies a commission of 1.5% to the amount of each of these purchase or sale transactions through the Goin app.
- iv. **Rewards Limits and Expiration:** Validated rewards can be used towards in-app purchases only and can not be withdrawn to your Cash account.
  1. **Referral Rewards:** limited to 100 euros per person. In the event that 30 days have elapsed from the date the invitation code was entered, without you having met the conditions indicated in the Referral Method conditions above, the pending rewards will be removed from your accounts.
  2. **Other Rewards:** [Prakma](#) reserves the right to expire unused rewards after 6 months of their grant date. Expired rewards will be returned to [Prakma](#) as per these T&Cs.
- v. **Customer Support Priority:** Users will always be able to contact our Customer Support team through web and app provided channels, and will be attended with standard priority.

**b. Goin Pro:**

- i. **Account Opening:** Free of charge.
- ii. **General Plan Conditions**
  1. **Plan Fee:** A fee for the total subscription period will be debited from your Cash account at the beginning of your subscription period depending on the billing cycle chosen. It will grant you access to higher transactional limits, lower fees and additional benefits as explained below. The specific cost for the different subscription periods will be displayed in the app before you choose to subscribe.
  2. **Renewals:** Your subscription will be renewed automatically (and therefore generate a new subscription charge) once the period of your subscription ends unless canceled before a new subscription period starts. If your

Cash account doesn't contain the sufficient funds to cover the subscription fee, your subscription will automatically be canceled.

3. **Cancellation:** You may cancel your Goin Pro subscription at any time through the Settings section of the Goin app. Your cancellation will only impact the next upcoming renewal and you'll be able to access all of your benefits until the ongoing subscription period ends. For general account cancellation, see Section 4. Cancellation of the service and right of cancellation, below.
4. **Refunds:** Once a subscription fee has been deducted from your Cash account as a consequence of a subscription period already having started, you cannot obtain a refund but can be given support to cancel future renewals.

### iii. **Functionality Fees and Limits:**

1. **Savings:**
  - a. SEPA transfers done from your bank directly to your Goin account, as well as any money coming through automatic saving methods, are free of charge.
  - b. Manual top-ups done from your debit/credit card are free of charge up to 500€ monthly<sup>2</sup>. Any amount that exceeds this stipulated value may be subject to a fee that will be visible in the app before completing a top-up transaction.
  - c. Shopping directed top-ups (for Gift card purchases, product marketplace purchases, or crypto investments) are always free of charge but will count towards the free-top-up threshold of the previous point.
2. **Saving Goals:** Users are able to create unlimited saving goals besides their generic Cash account.
3. **Withdrawals:** Standard SEPA withdrawals are always free. Instant SEPA withdrawal transfers are subject to availability depending on certain banks. The app will inform beforehand if this type of withdrawal is available before executing the transfer. Users are granted one free Instant SEPA transfer after creating their account for the first time, two free Instant SEPA transfers every recurring month (while subscribed to the

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<sup>2</sup> Note that Directed top-ups -section (c)- add up to this threshold even if not generating fees themselves.

plan) and any further Instant SEPA transfers might have a fixed and/or variable cost that will always be displayed before a transaction gets executed. All operations will be subject to rigorous fraud and money laundering prevention controls.

4. **Crypto Operations:** The minimum amount for buying cryptocurrencies is €30 and the minimum sale amount is €21; these amounts can be modified at any time. Prakma applies a commission of 1.5% to the amount of each of these purchase or sale transactions through the Goin app.
- iv. **Rewards Limits and Expiration:** Validated rewards can be used towards in-app purchases and can be withdrawn to your Cash account.
    1. **Referral Rewards:** limited to 100 euros per person. In the event that 30 days have elapsed from the date the invitation code was entered, without you having met the conditions indicated in the Referral Method conditions above, the pending rewards will be removed from your accounts.
    2. **Other Rewards:** [Prakma](#) will not expire rewards that were granted during your paid subscription period. [Prakma](#) reserves the right to expire unused rewards generated outside of your paid subscription period, after 6 months of their grant date. Expired rewards will be returned to [Prakma](#) as per these T&Cs.
  - v. **Customer Support Priority:** Users will always be able to contact our Customer Support team through web and app provided channels, and will be attended with higher priority than standard cases.

#### 4. Cancellation of the service and right of cancellation

You may cancel your User account and profile at any time through the Settings section of the Goin app or through our Customer Support channels. We will inform you of the steps to follow to proceed with your cancellation request in a secure and safe way.

Keep in mind that your ability or steps needed to cancel the account may be impacted by your account plan and that before canceling your Goin account, you will have to deactivate all the savings methods that you have activated and withdraw all your savings and funds, both from the savings and investment methods. Goin is authorized to deactivate all your savings methods

in case it is necessary to process the cancellation. We remind you that, by deleting your Goin account, you agree to renounce all kinds of rewards and future balances that might be generated by the past activity of your account.

We inform you that simply eliminating the Goin app from your devices (smartphone or tablet) will not lead to the cancellation of the procured Services, with it being necessary to follow the procedure set forth in this clause.

Once the Services are canceled, you will not be able to access your data or any of your operations carried out through the Goin app. [Prakma](#) will proceed to return the money that you had deposited in the Goin app to the bank account that you had linked in the Goin app.

It is possible that during this cancellation process we may ask you to fill some kind of form regarding your impressions and opinions about your experience with the Goin app, as your opinion helps us to improve or correct any errors or inconveniences you may have experienced while using the Goin app. You are completely free to fill in and send this form, and Prakma cannot prevent you from canceling your account if you do not wish to answer it.

For the exercise of your data protection rights, without prejudice to those regulated in Clause 9 of these T&C, will be as set out in our [Privacy Policy](#).

Notwithstanding the foregoing, you may exercise your right of withdrawal within 14 calendar days immediately following the hiring of Services offered by [Prakma](#). In order to exercise this right, you must follow the same procedure indicated at the beginning of this clause.

## **5. Responsibilities of Users and prohibited uses of the Services**

Access to and use of the Services offered by the Goin app are subject to the following prohibitions:

- Sharing your password with third parties or failing to properly keep your username and password secret and with the corresponding security measures.
- Using the content and Services in a way in which they produce or may produce effects and/or with purposes contrary to the law, morality and generally accepted good customs or public order.

- Reproducing, copying or distributing the contents of the Goin app, as well as allowing public access to them through any form of public communication, or transforming or modifying them, unless you have the authorisation of the owner of the corresponding rights or if its legally permitted to do so.
- Violating intellectual or industrial property rights belonging to [Prakma](#) or to third parties.
- Using the services and content in a way that may damage or overload the operation of the Goin app.
- Carrying out fraudulent transactions or those that may facilitate illegal or fraudulent conduct of any kind and using the content and services and, in particular, any type of information obtained through the Goin app for any type of advertising purpose and, especially, to send advertising, communications for direct sales purposes or for any other kind of commercial purpose, unsolicited messages that are individualized or addressed to multiple people, as well as to market or disclose said information in any way.

In the event of any errors in the monetary balance of your Goin account that result in monetary damage for [Prakma](#) and/or for other Users, either due to technical or operational errors generated by the Goin app, or due to an incorrect, illegal or fraudulent use of the Goin app by you or another User, you agree to collaborate with us in correcting such situation and to return the money needed to remedy the error. [Prakma](#), in turn, reserves the right to require repayment of the amount owed and to charge your bank card one or more times, in order to resolve such imbalance. [Prakma](#) will charge the bank card the agreed amount to be repaid in accordance with the corresponding internal investigation, with which you agree to collaborate and expressly accept.

By accepting these T&C, you expressly authorize [Prakma](#) to charge any amount pending payment to the card provided, one or more times, until the amount pending payment has been paid, as well as all those expenses that arise as a result of non-payment of the debt generated by you.

Any violation of the previous rules, as well as the rest of the obligations derived from the use of the Goin app, may lead to you being removed from the Services in the Goin app, being liable for the damages that have been incurred, directly or indirectly, by [Prakma](#), the Payment Service Provider, or the rest of the Users as a result of your non-compliance.

## **6. Exclusion of warranties and liability**

[Prakma](#) informs that it is not a financial or credit institution, nor is it subject to supervision or control by any regulatory body, nor does it perform financial intermediation functions or activities.

[Prakma](#) does not perform financial advisory functions to Users or represent them in portfolio management tasks. You decide for yourself what actions and orders you place with us through your use and contracting of the Services and you are responsible for maintaining complete control over your virtual portfolio.

[Prakma](#) reserves the right to interrupt access to the Goin App, as well as the provision of any or all of the content provided through the Application at any time and without prior notice, whether for technical reasons, security, control, maintenance, power failure or any other cause that depends on third parties.

Consequently, [Prakma](#) does not guarantee the reliability, availability or continuity of the Goin App or its contents, so that the use thereof by you are carried out at your own risk, without at any time can be held responsible for the discontinuity or unavailability of the services of the Goin App.

[Prakma](#) shall not be liable in the event of interruptions of the Service, delays, errors, malfunction of the same and, in general, other inconveniences that have their origin in causes beyond the control of [Prakma](#), in particular by the actions of third parties, and / or due to a fraudulent or culpable action of Users and / or have as their origin causes of Force Majeure. Without prejudice to the provisions of article 1105 of the Civil Code, the concept of Force Majeure shall be understood to include, in addition to and for the purposes of this T&C, all events occurring outside [Prakma](#)'s control, such as: failure of third parties, operators or service companies, acts of government, lack of access to third party networks, acts or omissions of Public Authorities, those produced as a consequence of natural phenomena, blackouts, etc. and the attack by hackers, crackers or other third parties on the security or integrity of the computer system. In any case, whatever the cause, [Prakma](#) shall not be liable for any direct or indirect damage, consequential damage and/or loss of profit.

[Prakma](#) will in no case be responsible for the provision of Services and any incidences with respect to the products and/or services contracted with third parties, including investment products and services made available to you through the Goin app, as it is said third parties who actually provide and are responsible for said products and/or services.

[Prakma](#) is not responsible for the content of third party information collected in the Goin App, as well as for any opinions, comments, appreciations or any other statement contained therein that are not directly issued by [Prakma](#).

[Prakma](#) excludes any liability for damages of any nature that may be due to the lack of truthfulness, accuracy, completeness and / or timeliness of third party content transmitted, disseminated, stored, made available or received, obtained or accessed through the Goin App, nor for content provided or offered by third parties or entities. [Prakma](#) will try as far as possible to update and rectify the information contained in the Goin App that does not comply with the guarantees of veracity required. Nevertheless, it will be exonerated of responsibility for its non-updating or rectification, as well as for the contents and information spilled in the same one, whenever the inaccuracy of the contents is attributable to third parties.

[Prakma](#) is not responsible for the contents, whatever they may be, that you or other Users send to [Prakma](#) by means of the Goin App, by means of the e-mail service or by any other means, and therefore any responsibility arising from the contents sent by them can be imputed to Users.

[Prakma](#) is not responsible for the use made by Users of the Content of the Goin App, or their passwords, or any other material contained in the Goin App, which may involve a violation of any rule, national or international, intellectual or industrial property rights or any other right of third parties. Similarly, is not responsible for any possible security errors that may occur by using versions of browsers not updated, or the consequences that may result from the malfunction of the browser, either by improper configuration, presence of computer viruses or any other cause outside [Prakma](#).

Without prejudice to the foregoing, [Prakma](#) recommends keeping the device with which you access the Goin app and the Services contracted through it up to date and in good condition, in order to ensure the correct functioning of the Goin App. [Prakma](#) is not responsible for Users not being able to use the contents and services contracted due to obsolescence of their devices.

## **7. Links to third parties (outgoing links)**

The service of access to the Goin App may include technical linking devices, directories and even search tools that allow Users to access Internet websites (hereinafter, "**Linked Site**" or "**Linked Sites**"). In these cases, [Prakma](#) acts as a service provider in accordance with Article 17 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (hereinafter, the "**LSSI**") and will only be responsible for the contents and services provided on

the Linked Sites to the extent that it has effective knowledge of the illegality or that goods or rights of third parties may be damaged and has not deactivated the link with due diligence.

In the event that Users consider that there is a Linked Site with illegal or inappropriate content, please notify us at the contact address indicated in the [Legal Notice](#), indicating:

If you decide to visit and/or use any of the Linked Sites, they do so at their own risk, and must take appropriate protective measures against viruses or other harmful elements.

## **8. Application Links (inbound links)**

No third parties are authorized to introduce links from their own web pages or applications to the Goin App except with the express consent of [Prakma](#).

[Prakma](#) may request, at any time and without giving reasons for such request, that any link to the Goin App be removed, after which the person responsible for the linking website must immediately proceed to remove it.

## **9. Intellectual and industrial property**

The entirety of the contents of the Goin App, including but not limited to texts, photographs, graphics, images, icons, technology, software, links, domains, trademarks and other audiovisual or sound content, as well as their graphic design and source codes, are the exclusive property of [Prakma](#) or third parties, whose rights [Prakma](#) recognizes in its case, and are subject to intellectual and industrial property rights protected by national and international legislation.

It is strictly forbidden any use of any of the elements of industrial and intellectual property with any type of purpose, especially commercial, as well as their distribution, public communication, modification, alteration, transformation or decompilation, except with express written authorization by the owner of the same.

Infringement of any of the above-mentioned rights may constitute a violation of these provisions, as well as an action constituting an offense under articles 270 et seq. of the Criminal Code.

## **10. Privacy Policy and personal data protection**

The provision of the Services involves the processing of your personal data by [Prakma](#), in accordance with our [Privacy Policy](#). [Prakma](#) needs to process your information for the provision

of the Services and, in particular, to comply with the mandatory regulations in financial matters and those related to prevention against fraud and money laundering and the financing of terrorism, as well as to be able to defend itself against possible claims, lawsuits or liabilities for damages or penalties that may be claimed in relation to illicit behavior or the infringement of third party rights.

This includes the transfer of said data not only to those third parties with whom you are going to procure their products and services via the Goin app, but also the transfer of data to the competent authorities, as well as to [Prakma](#) collaborators and subcontractors (and, where appropriate, the corresponding international transfer subject to the guarantees of compliance in this matter that they can make just like [Prakma](#), based on the legitimate interest to outsource certain functions) identified in these T&C for the purposes of providing their features, such as to the Payment Service Provider.

The duration of the processing of your data is throughout the entire period of the contractual obligations and, in any case, up to 10 years once the regulatory responsibilities have expired.

To exercise your rights of access, rectification, erasure, objection, limitation of processing and portability, as well as the right not to be subject to automated decision-making, including profiling, or to be able to file a claim with the Spanish Data Protection Agency, as well as to obtain additional information on data protection, the User can find what is regulated to this end in our [Privacy Policy](#).

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